

**BOARD OF REGENTS
MINUTES OF THE MEETING
December 9-10, 2020**

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**BOARD OF REGENTS
MINUTES OF THE MEETING
December 9-10, 2020**

The South Dakota Board of Regents met via Zoom on December 9-10, 2020 with the following members present:

ROLL CALL:

Brown – PRESENT
Roberts – PRESENT
Schaefer – PRESENT
Schieffer – PRESENT
Stork – PRESENT
Thares – PRESENT
Wink – PRESENT
Morgan – PRESENT
Bastian – PRESENT

Also present during all or part of the meeting were Dr. Brian L. Maher, Board of Regents Executive Director and CEO; Nathan Lukkes, Board of Regents General Counsel; Michele Anderson, Internal Auditor; Kayla Bastian, Director of Human Resources; Janice Minder, Interim System Vice President for Academic Affairs; Heather Forney, System Vice President of Finance & Administration; Dave Hansen, System Chief Information Officer; Janelle Toman, Director of Communications; Molly Weisgram; 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; Tim Downs, NSU President; Sheila Gestring, USD President; Kim Wadsworth, SDSD Superintendent; Dan Trefz, SDSBVI Superintendent; and other members of the Regental system and public and media.

WEDNESDAY, DECEMBER 9, 2020

Regent Bastian declared a quorum present and called the meeting to order at 9:00 a.m. Central Time.

1-A Approval of the Agenda

IT WAS MOVED by Regent Morgan, seconded by Regent Schieffer, to approve the agenda as published.

ROLL CALL:

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

Motion passed.

1-B Declaration of Conflicts

There were no declared conflicts.

1-C Approval of the Minutes – Meeting on October 7, 2020 and October 20, 2020

IT WAS MOVED by Regent Stork, seconded by Regent Schieffer, to approve the minutes of the Board of Regents meetings on October 7, 2020 and October 20, 2020.

ROLL CALL:

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

Motion passed.

1-D BOR 2021 Series Housing and Auxiliary Facilities System Revenue Bonds

Heather Forney, System Vice President of Finance & Administration, asked the Board to consider the refinance. She noted that action on the five proposed action items would require separate motions and seconds as well as a roll call vote on each.

IT WAS MOVED by Regent Morgan, seconded by Regent Stork, to approve Action Items 1, 2, 3, 4 and 5 set forth in the body of this Board item.

ROLL CALL:

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

Motion passed.

IT WAS MOVED by Regent Roberts, second Regent Schieffer, to authorize the issuance of additional series of Bonds under the Amended and Restated Bond Resolution adopted by the Board on October 21, 2004 (the “Original Resolution”) to finance: (i) the refunding of the Refunded Bonds, but only if (a) there is a net present value savings from the portion of the Series 2021 Bonds attributable to the refunding and (b) the aggregate debt service on the portion of the Series 2021 Bonds attributable to the refunding does not exceed the aggregate debt service on the Refunded Bonds; and (ii) costs of issuance of the Bonds; (Attachment I—Fifteenth Supplemental System Revenue Bond Resolution (the “Fifteenth Supplemental Bond Resolution”)).

ROLL CALL:

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

Motion passed.

IT WAS MOVED by Regent Schaefer, second Regent Schieffer, to approve the contract with the underwriter, Piper Sandler & Co., who will market the Bonds for the Board; provided, however, that the aggregate principal amount of Series 2021 Bonds sold pursuant thereto shall not exceed \$40,000,000, shall mature not later than April 1, 2036, shall bear interest at a true interest cost not exceeding 2.50%, and shall be sold at an underwriter's discount of not more than 0.5% of the par amount of the Series 2021 Bonds (Attachment II—Bond Purchase Agreement).

ROLL CALL:

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

Motion passed.

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

ROLL CALL:

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

Motion passed.

IT WAS MOVED by Regent Schieffer, second Regent Stork, to ratifying the distribution of the preliminary official statement and approving the distribution of the official statement to reflect the actual terms of the transaction once they are determined and the Bonds are ready for sale (Attachment IV— draft Preliminary Official Statement).

ROLL CALL:

Brown – AYE
Roberts – AYE

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

Motion passed.

IT WAS MOVED by Regent Stork, second Regent Schieffer, to authorizing the President of the Board, the President of South Dakota State University, the Executive Director of the Board and other Board officials to perform those acts and to execute those documents necessary to complete the Bond issue and the refunding of the Refunded Bonds, and the execution and delivery of the Fifteenth Supplemental Bond Resolution, the Bond Purchase Agreement and the Escrow Agreement.

ROLL CALL:

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

Motion passed.

A copy of the BOR 2020 Series Housing and Auxiliary Facilities System Revenue Bonds can be found on pages 2951 to 3193 of the official minutes.

1-E Motion to Dissolve into Executive Session

IT WAS MOVED by Regent Roberts, seconded by Regent Stork, that the Board of Regents dissolve into executive session at 9:15 a.m. on Wednesday, December 9, 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, and that it rise from Executive Session and reconvene in public session at 1:00 p.m. to resume the regular order of business, and report its deliberations while in executive session at 9:00 a.m. on Thursday, December 10 and take any action it deems prudent as a result thereof.

ROLL CALL:

Brown – AYE

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

Motion passed.

The Board dissolved into executive session.

The Board reconvened in public session at 1 p.m.

Joint Meeting of the Board of Regents, Board of Education Standards Meeting, and Board of Technical Education to Focus on Attainment – Setting the Stage to Success through Student Enrollment and Student Success

Dr. Maher welcomed all attendees to the joint board meeting of the Board of Regents, Board of Education Standards, and the Board of Technical Education. He explained that the agenda for the joint meeting was established with focus on the boards' shared goals of education attainment and student success. He introduced the members of the Board of Regents.

Nick Wendell, Executive Director of the Board of Technical Education (BOTE), introduced the members of the Board of Technical Education:

Dana Dykhouse, Chairman
Bob Faehn, Vice-Chairman
Doug Ekeren
Diana VanderWoude
Ed Mallett
Scott Peterson
Scott Knuppe

(Terry Sabers and Rod Bowar were unable to attend.)

Tiffany Sanderson, Secretary of Education, introduced the members of the Board of Education Standards (BOES):

Jacque Sly, President
Becky Guffin, Vice President
Phyllis Heineman
Kay Schallenkamp
Lori Wagner
Julie Westra

(Scott Herman was unable to attend.)

A copy of the Joint Board Meeting item can be found on pages **3194** to **3195** of the official minutes.

3-A (1) FAFSA Completion – Pathways to Success

Catherine Mueller from Mapping Your Future presented information on the Free Application for Federal Student Aid (FAFSA). The presentation focused on needs around FAFSA completion, including partnership opportunities for the BOR, BOES, and BOTE to consider regarding FAFSA's impact on student enrollment, student access, and student success.

Board members asked about opportunities that could increase FAFSA completion, including whether South Dakota would consider making FAFSA completion mandatory. Ms. Mueller verified that states including Louisiana, Texas, and Illinois have mandated FAFSA completion.

A copy of the PowerPoint handout regarding FAFSA Completion – Pathways to Success can be found on pages **3806** to **3813** of the official minutes.

3-B High School Dual Credit (HSDC)

Katie Hubbart, Academic Affairs Specialist for the Board of Regents, presented information on the High School Dual Credit (HSDC) program. Specifically, the presentation focused on a review of (1) success/partnerships, (2) college readiness, (3) barriers and whether or not any exist, and (4) future needs for HSDC.

Board members asked several questions that required a deeper dive into the dual credit program data. It was noted that only 10% of participants in the dual credit program are disadvantaged students in comparison with the 38% of disadvantaged students in South Dakota. There was interest by the board members to find ways to make the participation more representative of the population.

A copy of the PowerPoint handout regarding High School Dual Credit (HSDC) can be found on pages **3814** to **3818** of the official minutes.

3-C Articulation Agreements

Dr. Janice Minder, Interim Board of Regents Vice President for Academic Affairs, presented information on articulation agreements, focusing on a review of success/partnerships, workforce needs, and barriers and whether or not they exist.

Board members recognized the gains made in the area of articulation agreements, but it was requested that the improvement be further verified through metrics. Furthermore, it was requested that a list of any trouble areas that currently exist be shared, i.e. agreements that remain in draft form because they cannot be resolved. The board members urged other ways the entities could be thoughtful and big-thinking, including how to make articulation agreements broader since program-to-program agreements can become unwieldy.

A copy of the PowerPoint handout regarding Articulation Agreements can be found on pages **3819** to **3822** of the official minutes.

3-D Policy Roundtable

Dr. Maher, Secretary Sanderson, and Executive Director Wendell provided summaries of the potential future collaborations and opportunities amongst the boards. They vouched to meet within the next quarter to discuss continued partnerships and action.

A copy of the PowerPoint handout regarding Policy Roundtable can be found on pages **3823** of the official minutes.

THURSDAY, DECEMBER 10, 2020

The Board reconvened at 9:00 a.m. Central Time.

4-A Report and Actions of Executive Session

Regent Roberts reported that the Board dissolved into executive session at 9:15 a.m. on Wednesday, December 9, 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 rising from Executive Session and reconvening at 1:00 p.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 Roberts, seconded by Regent Schaefer, to move that the Board approve the recommended actions as set forth in the Secretary's Report and that it publish said Report and official actions in the formal minutes of this meeting.

ROLL CALL:

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

Motion passed.

A copy of the Secretary's Report can be found on pages **2948** to **2950** of the official minutes.

4-B (1) Report of the Executive Director – Senate Bill 55 Task Force Update

Dr. Maher, Board of Regents Executive Director & CEO, explained that the Senate Bill 55 Task Force continues to work on recommendations for its final report. Co-chairs of the subcommittees provided commentary and answered Board member questions.

A copy of the Report of the Executive Director – Senate Bill 55 Task Force Update can be found on pages **3196** to **3198** of the official minutes.

4-B (2) Report of the Executive Director – Lessons Learned from Fall 2020 Semester Regarding Best Practices for Pandemic Response

Dr. Maher, Board of Regents Executive Director & CEO, invited the university presidents to provide brief summaries of the major lessons learned from preparing for and navigating through the COVID pandemic. Common themes included the importance of planning, communication, adaptation, health focus, partnership, and student progress focus.

Dr. Maher recognized the presidents for their universities' work to deliver education to the students of South Dakota in a safe and collaborative manner.

Board members noted how important it was to tell the regental system's success story as so many other universities throughout the country were not as effective in their mitigation efforts.

A copy of the Report of the Executive Director – Lessons Learned from Fall 2020 Semester Regarding Best Practices for Pandemic Response can be found on page **3199** of the official minutes.

4-B (3) Report of the Executive Director – Lean Efforts

Dr. Maher, Board of Regents Executive Director & CEO, explained that the SD Legislative Research Council has contracted with ReEngine Consulting, LLC to perform a Lean process-improvement effort for the South Dakota Board of Regents (BOR). The work is scheduled to take place in 2021. The contract indicates a required completion date of September 30, 2021.

In addition to training Lean leaders within the organization, ReEngine will work with the BOR to apply Lean methodology to three identified system-wide processes that could benefit from thoughtful review. The first Lean project selected by the BOR for review is a critical examination of the way individual universities and the greater system enter into software contracts. This project was selected because the BOR felt there is real benefit to creating better system-processes and expectations around these business decisions. The project intersects each university and has potential to show real financial savings. The next two projects have not yet been determined.

Dr. Maher said Lean creates opportunity in the system to find efficiencies, but it also creates the opportunity to improve morale since it helps employees understand their value while finding streamlined ways to accomplish that value.

A copy of the Report of the Executive Director – Lean Efforts can be found on pages **3200** of the official minutes.

4-C Report from Individual Presidents and Superintendents

No reports.

4-D Report from Individual Regent Activities

No reports.

4-E Student Federation Report

Macy Halverson, Student Federation Chair, thanked everyone who made this semester possible. She said the semester went as well as possible considering the circumstances. She noted that a modified lobbying effort will be implemented during the legislative session so the student voices are heard but with health and safety measures recognized.

A copy of the Student Federation Report can be found on pages **3201** to **3205** of the official minutes.

4-F Public Comment Period

There were no public comments.

CONSENT AGENDA

IT WAS MOVED by Regent Wink, seconded by Regent Thares, to approve consent agenda items 5-A through 5-Z (2).

ROLL CALL:

Roberts – AYE
Schaefer – AYE
Schieffer – AYE
Stork – AYE
Thares – ABSENT
Wink – AYE
Brown – AYE
Morgan – AYE
Bastian – AYE

Motion passed.

Academic and Student Affairs – Consent

5-A Graduation Lists

Approve the Fall 2020 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 **3206** to **3234** of the official minutes.

5-B (1) BOR Policy Revisions – BOR Policy 2:10 – Grades and Use of Grade Point Averages (Second Reading)

Approve the second and final reading of the proposed revisions to BOR Policy 2:10, as presented in Attachment I.

A copy of the BOR Policy Revisions – BOR Policy 2:10 – Grades and Use of Grade Point Averages (Second Reading) can be found on pages **3235** to **3246** of the official minutes.

5-B (2) BOR Policy Revisions – BOR Policy 1:5 – Executive Director (First and Final Reading)

Move to (1) waive the two-reading requirement of By-Laws Section 5.5.1, and (2) approve the first and final reading of proposed revisions to BOR Policy 1:5, as presented.

A copy of the BOR Policy Revisions – BOR Policy 1:5 – Executive Director (First and Final Reading) can be found on pages **3247** to **3251** of the official minutes.

5-B (3) BOR Policy Revisions – BOR Policy 1:6 – Appointment, Authority and Responsibilities for the Presidents and Superintendents (First and Final Reading)

Move to (1) waive the two-reading requirement of By-Laws Section 5.5.1, and (2) approve the first and final reading of proposed revisions to BOR Policy 1:6, as presented.

A copy of the BOR Policy Revisions – BOR Policy 1:6 – Appointment, Authority and Responsibilities for the Presidents and Superintendents (First and Final Reading) can be found on pages **3252** to **3258** of the official minutes.

5-C New Site Request – SDSU – AS/BS in Respiratory Care (Monument Health – Rapid City)

Approve SDSU's new site proposal to offer the A.S. & B.S. in Respiratory Care at Monument Health – Rapid City.

A copy of the New Site Request – SDSU – AS/BS in Respiratory Care (Monument Health – Rapid City) can be found on pages **3259** to **3265** of the official minutes.

5-D (1) New Program Request – SDSU – Minor in Early Childhood Education

Authorize SDSU to offer a minor in Early Childhood Education, on campus and online.

A copy of the New Program Request – SDSU – Minor in Early Childhood Education can be found on pages **3266** to **3272** of the official minutes.

5-D (2) New Program Request – USD – AS in Applied Health Sciences

Authorize USD to offer the Associate of Science (AS) in Applied Health Sciences as presented, including authorization for delivery at the Community College for Sioux Falls.

A copy of the New Program Request – USD – AS in Applied Health Sciences can be found on pages **3273** to **3280** of the official minutes.

5-E (1) New Certificate Request – DSU – Online Teaching (Undergrad)

Authorize DSU to offer an undergraduate certificate in Online Teaching & Learning, as presented.

A copy of the New Certificate Request – DSU – Online Teaching (Undergrad) can be found on pages **3281** to **3286** of the official minutes.

5-E (2) New Certificate Request – DSU – Creative Coding (Undergrad)

Authorize DSU to offer an undergraduate certificate in Creative Coding, as presented.

A copy of the New Certificate Request – DSU – Creative Coding (Undergrad) can be found on pages **3287** to **3293** of the official minutes.

5-E (3) New Certificate Request – SDSU & USD – Public Health (Graduate)

Authorize SDSU and USD to offer the new graduate certificate in Public Health, as presented.

A copy of the New Certificate Request – SDSU & USD – Public Health (Graduate) can be found on pages **3294** to **3300** of the official minutes.

5-E (4) New Certificate Request – USD – Actuary Sciences (Undergrad)

Authorize USD to offer an undergraduate certificate in Actuarial Sciences, as presented.

A copy of the New Certificate Request – USD – Actuary Sciences (Undergrad) can be found on pages **3301** to **3305** of the official minutes.

5-E (5) New Certificate Request – USD – Board Certified Behavior Analyst (Graduate)

Authorize USD to offer a Board Certified Behavior Analyst graduate certificate, as presented.

A copy of the New Certificate Request – USD – Board Certified Behavior Analyst (Graduate) can be found on pages 3306 to 3328 of the official minutes.

5-E (6) New Certificate Request – USD – Technology Development & Entrepreneurship (Graduate)

Authorize USD to offer a graduate certificate in Technology Development and Entrepreneurship, as presented.

A copy of the New Certificate Request – USD – Technology Development & Entrepreneurship (Graduate) can be found on pages 3329 to 3333 of the official minutes.

5-F (1) New Specialization Request – DSU – Accounting (BBA in Business)

Authorize DSU to offer a specialization in Accounting within the BBA in Business, as presented.

A copy of the New Specialization Request – DSU – Accounting (BBA in Business) can be found on pages 3334 to 3337 of the official minutes.

5-F (2) New Specialization Request – DSU – Business Technology (BBA in Business)

Authorize DSU to offer a specialization in Business Technology within the BBA in Business, as presented.

A copy of the New Specialization Request – DSU – Business Technology (BBA in Business) can be found on pages 3338 to 3342 of the official minutes.

5-F (3) New Specialization Request – DSU – Finance (BBA in Business)

Authorize DSU to offer a specialization in Finance within the BBA in Business, as presented.

A copy of the New Specialization Request – DSU – Finance (BBA in Business) can be found on pages 3343 to 3346 of the official minutes.

5-F (4) New Specialization Request – DSU – Management (BBA in Business)

Authorize DSU to offer a specialization in Management within the BBA in Business, as presented.

A copy of the New Specialization Request – DSU – Management (BBA in Business) can be found on pages 3347 to 3350 of the official minutes.

5-F (5) New Specialization Request – DSU – Marketing (BBA in Business)

Authorize DSU to offer a specialization in Marketing within the BBA in Business, as presented.

A copy of the New Specialization Request – DSU – Marketing (BBA in Business) can be found on pages **3351** to **3354** of the official minutes.

5-F (6) New Specialization Request – USD – PreK-12 Educational Leadership (EdD in Educational Administration and Leadership)

Authorize USD to offer a specialization in PreK-12 Educational Leadership within the Ed.D. in Educational Administration and Leadership, as presented.

A copy of the New Specialization Request – USD – PreK-12 Educational Leadership (EdD in Educational Administration and Leadership) can be found on pages **3355** to **3358** of the official minutes.

5-F (7) New Specialization Request – USD – Molecular Biology & Genetics (PhD in Basic Biomedical Science)

Authorize USD to offer a specialization in Molecular Biology & Genetics within the PhD in Basic Biomedical Sciences, as presented.

A copy of the New Specialization Request – DSU – Molecular Biology & Genetics (PhD in Basic Biomedical Science) can be found on pages **3359** to **3362** of the official minutes.

5-G (1) Intent to Plan Request – DSU – BS in Artificial Intelligence

Authorize DSU to develop a program proposal for a B.S. in Artificial Intelligence, as presented.

A copy of the Intent to Plan Request – DSU – BS in Artificial Intelligence can be found on pages **3363** to **3374** of the official minutes.

5-G (2) Intent to Plan Request – USD – BS in Biochemistry

Authorize USD to develop a program proposal for a B.S. in Biochemistry, as presented.

A copy of the Intent to Plan Request – USD – BS in Biochemistry can be found on pages **3375** to **3382** of the official minutes.

5-H (1) Articulation Agreements – Black Hills State University

Approve Black Hills State University's articulation agreement with Western Dakota Technical College and Northern Wyoming Community College District, as presented.

A copy of the Articulation Agreements – Black Hills State University can be found on pages **3383** to **3398** of the official minutes.

5-H (2) Articulation Agreements – South Dakota State University

Approve South Dakota State University's articulation agreement with Southeast Community College and Mitchell Technical College, as presented.

A copy of the Articulation Agreements – South Dakota State University can be found on pages **3399** to **3407** of the official minutes.

5-H (3) Articulation Agreements – University of South Dakota

Approve the University of South Dakota's articulation agreements with Mitchell Technical College and Black Hills State University, as presented.

A copy of the Articulation Agreements – University of South Dakota can be found on pages **3408** to **3449** of the official minutes.

5-I Agreements on Academic Cooperation – University of South Dakota

Approve the University of South Dakota's agreement on academic cooperation with University of Liège (ULiège), HEC-Management School.

A copy of the Agreements on Academic Cooperation – University of South Dakota can be found on pages **3450** to **3453** of the official minutes.

5-J Inactive Status and Program Termination Requests – NSU & USD

Approve NSU's request to terminate the BA in German program; and USD's requests to inactivate the BFA in Art Education (plus 6 specializations), Bachelor of Music in Music Performance, Bachelor of Music in Music Education, Bachelor of Musical Arts in Musical Arts, and the Lakota Teaching Minor as presented in Attachments I and II.

A copy of the Inactive Status and Program Termination Requests – NSU & USD can be found on pages **3454** to **3461** of the official minutes.

5-K COVID-19 Resolution Extension

Approve the resolution set forth in Attachment I of the agenda item.

A copy of the COVID-19 Resolution Extension can be found on pages **3462** to **3464** of the official minutes.

5-L Memorandum of Understanding – SDSU – Concrete Industry Management

Approve the Memorandum of Understanding between South Dakota State University and the National Steering Committee for Concrete Industry Management and the North Central Region for Patrons Group, as presented.

A copy of the Memorandum of Understanding – SDSU – Concrete Industry Management can be found on pages 3465 to 3473 of the official minutes.

Budget and Finance – Consent

5-M FY22 HEFF M&R Projects

Approve the FY22 HEFF M&R projects as presented in Attachment II of the agenda item.

A copy of the FY22 HEFF M&R Projects can be found on pages 3474 to 3480 of the official minutes.

5-N FY22 Auxiliary System M&R Projects

Approve the FY22 Auxiliary System M&R projects as presented in Attachment I of the agenda item.

A copy of the FY22 Auxiliary System M&R Projects can be found on pages 3481 to 3483 of the official minutes.

5-O FY22 AES M&R Projects

Approve the FY22 Auxiliary System M&R projects as presented in Attachment I of the agenda item.

A copy of the FY22 AES M&R Projects can be found on pages 3484 to 3485 of the official minutes.

5-P SDSU Football Stadium FY20 Financials

The Board received SDSU's FY20 football stadium financials. The actual FY20 SDSU stadium financials show less revenue and higher expenditures compared to the FY20 budget; however, the debt service coverage ratio is above 1.00. SDSU is projecting a higher debt service coverage ratio moving forward.

A copy of the SDSU Football Stadium FY20 Financials can be found on pages 3486 to 3488 of the official minutes.

5-Q SDSA Easement

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

A copy of the SDSA Easement can be found on pages 3489 to 3504 of the official minutes.

5-R Affiliated Entity – Early Learning Center of Brookings, Inc. Transfer to Benefit SDSU

Approve SDSU's request for approval of the transition of the Early Learning Center of Brookings, Inc. for the benefit of South Dakota State University, as set forth in Attachment I, subject to adoption of revised governing documents acceptable to the SDBOR Executive Director and General Counsel.

A copy of the Affiliated Entity – Early Learning Center of Brookings, Inc. Transfer to Benefit SDSU can be found on pages **3505** to **3519** of the official minutes.

5-S DSU Naming Request – The Paulson Cyber Incubator and Entrepreneurial Center (PCIEC)

Approve the request from Dakota State University to name the newly established cyber incubator and entrepreneurial center as The Paulson Cyber Incubator and Entrepreneurial Center, effective for a period of five years.

A copy of the DSU Naming Request – The Paulson Cyber Incubator and Entrepreneurial Center (PCIEC) can be found on pages **3520** to **3523** of the official minutes.

5-T 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 of the agenda item.

A copy of the SDLTAP Joint Powers Agreement – SDSU & SD Department of Transportation can be found on pages **3524** to **3557** of the official minutes.

5-U SDSU Airport Hanger Update

The purpose of this item is to make the Board aware of SDSU's intent to explore additional options for the airport hangar, as was recommended at the August 2020 BOR meeting.

A copy of the SDSU Airport Hanger Update can be found on pages **3558** to **3559** of the official minutes.

5-V (1) BOR Policy Revisions – BOR Policy 2:29 and 5:6 – FICA/Re-Employment Exemptions (Second Reading)

Approve the second and final reading of the proposed BOR Policies 2:29 – Definitions of Credits and Related Institutional Requirement and 5:6 – Student FICA and RA Exemption, as presented.

A copy of the BOR Policy Revisions – BOR Policy 2:29 and 5:6 – FICA/Re-Employment Exemptions (Second Reading) can be found on pages **3560** to **3568** of the official minutes.

5-V (2) BOR Policy Revisions – BOR Policy 5:5:4 – Tuition and Fees: Fees (Second Reading)

Approve the second and final reading of the proposed revisions to BOR Policy 5:5:4, as presented in Attachment I of the agenda item.

A copy of the BOR Policy Revisions – BOR Policy 5:5:4 – Tuition and Fees: Fees (Second Reading) can be found on pages **3569** to **3575** of the official minutes.

Routine Informational Items – No Board Action Necessary

5-W Interim Actions of the Executive Director

A copy of the Interim Actions of the Executive Director can be found on pages **3576** to **3578** of the official minutes.

5-X Capital Projects List

The Board received the Capital Project List.

A copy of the Capital Projects List can be found on pages **3579** to **3583** of the official minutes.

5-Y Building Committee Report

The Board received the Building Committee Report.

A copy of the Building Committee Report can be found on page **3584** of the official minutes.

5-Z Student Debt Analysis

A copy of the Student Debt Analysis can be found on pages **3585** to **3590** of the official minutes.

ACADEMIC AND STUDENT AFFAIRS

6-A SDSBVI Comprehensive Plan for Special Education

Dan Trefz, Superintendent for South Dakota School for the Blind and Visually Impaired (SDSBVI), explained that each year the Board of Regents is asked to approve the Comprehensive Plan developed by SDSBVI staff. Local school boards across the state are required to approve similar plans, and since the SDBOR serves in this capacity for SDSBVI, formal approval is required prior to submission. He described the minor modifications made to the plan.

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

ROLL CALL:

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

Motion passed.

A copy of the SDSBVI Comprehensive Plan for Special Education can be found on pages 3591 to 3636 of the official minutes.

6-B (1) BOR Policy Revisions – BOR Policy 2:5 – Transfer of Credit (First Reading)

Dr. Janice Minder, Interim System Vice President for Academic Affairs, stated that the Academic Affairs Council (AAC) recently discussed the transfer of dual credit course work from outside of the BOR system. Currently, BOR Policy 2:5 states that high school courses which have received college credit will only be accepted for transfer by BOR universities under one of three conditions.

In practice, BOR institutions accept credits earned from dual credit courses from regionally accredited institutions, regardless of their status with NACEP. Therefore, BOR Policy 2:5 has a recommended revision to include credits granted by regionally accredited institutions that have an equivalent course in the common course catalog. The Academic Affairs Council will also be updating their AAC Guideline 7.1 to comply with the approved BOR Policy changes.

IT WAS MOVED by Regent Wink, seconded by Regent Stork, to approve the first reading of the proposed revisions to BOR Policy 2:5, as presented in Attachment I.

ROLL CALL:

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

Motion passed.

A copy of the BOR Policy Revisions – BOR Policy 2:5 – Transfer of Credit (First Reading) can be found on pages 3637 to 3645 of the official minutes.

6-B (2) BOR Policy Revisions – BOR Policy 4:11 – Rank and Promotion (First Reading)

Dr. Janice Minder, Interim System Vice President for Academic Affairs, explained that as a result of the elimination of collective bargaining after the passage of Senate Bill 147 during the 2020 Legislative Session, BOR Policy 4:11 was updated at the August BOR meeting. Since that Board meeting, a few additional items were identified by the Academic Affairs Council as well as the System Librarian Council that needed to be revised/clarified.

In response to a question by Regent Bastian, Dr. Minder explained that the faculty dialog about professor of practice had occurred resulting in the proposed policy.

IT WAS MOVED by Regent Wink, seconded by Regent Brown, to approve the first reading of the proposed revisions to BOR Policy 4:11, as presented in Attachment I of the agenda item.

ROLL CALL:

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

Motion passed.

A copy of the BOR Policy Revisions - BOR Policy 4:11– Rank and Promotion (First Reading) can be found on pages 3646 to 3662 of the official minutes.

6-B (3) BOR Policy Revisions – BOR Policy 4:12 – Role and Responsibility of Faculty (First Reading)

Dr. Janice Minder, Interim System Vice President for Academic Affairs, stated that as a result of the elimination of collective bargaining after the passage of Senate Bill 147 during the 2020 Legislative Session, BOR Policy 4:12 needs to be updated. The necessary changes include 1) updating the template to ensure consistent BOR Policy formatting, 2) updating of the definitions to clarify faculty roles, and those that are eligible or holding rank, and 3) clarifying eligible faculty recommendations.

IT WAS MOVED by Regent Wink, seconded by Regent Brown, to approve the first reading of the proposed revisions to BOR Policy 4:12, as presented in Attachment I of the agenda item.

ROLL CALL:

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

Motion passed.

A copy of the BOR Policy Revisions – BOR Policy 4:12 – Role and Responsibility of Faculty (First Reading) can be found on pages 3663 to 3665 of the official minutes.

6-C BOR & BOTE Data Sharing Agreement

Nathan Lukkes, Board of Regents General Counsel, explained that the Board of Regents is currently in a Data Sharing Agreement with the state's four technical colleges, which was executed in December of 2015 and pertains to student directory information that school districts provide to the Board of Regents Executive Director and to each of the technical colleges per SDCL § 13-28-50.

During the 2020 legislative session, the legislature passed SB 142, which made certain revisions to the state-sponsored High School Dual Credit Program (HSDC) set forth in SDCL § 13-28-37.1. The legislation includes provisions which bar students from further participation in the HSDC program if they fail or withdrawn from a HSDC course, absent a showing of good cause. The HSDC program is a Department of Education program, but it is facilitated by both BOR and BOTE institutions. As such, students may take dual credit courses from any of the institutions involved in the program. Students are able to take courses from different institutions each semester, or they may take courses from multiple institutions at the same time.

After the passage of SB 142, it quickly became apparent that enhanced collaboration between BOR and BOTE would be needed in order to share the requisite information regarding students who withdraw or fail a course. The sharing of this student data is necessary to ensure ineligible students are flagged and unable to continue in the program at any participating institution, as required by state law. In addition, BOR and BOTE also need to share student information concerning those who show good cause and earn exemptions to continue in the HSDC program.

BOR and BOTE staff have worked to update the 2015 data sharing agreement provided in Attachment I to include provisions regarding the HSDC program.

IT WAS MOVED by Regent Wink, seconded by Regent Morgan, to approve the Data Sharing Agreement between the Board of Regents and the Board of Technical Education, in substantially similar form to that set forth in Attachment I of the agenda item.

ROLL CALL:

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

Motion passed.

A copy of the BOR & BOTE Data Sharing Agreement can be found on pages 3666 to 3670 of the official minutes.

BUDGET AND FINANCE

7-A FY22 Governor's Recommended Budget

Heather Forney, System Vice President of Finance & Administration, provided a summary of the Governor's recommended budget as presented at her December 8, 2020 address to the legislature and public.

Regent Roberts said she was very pleased with the Governor's recommendations pertaining to the Board of Regents, but she was concerned that the Board of Regents wasn't mentioned in the address.

Regent Schaefer said this is a year with an unprecedented amount of money to allocate. He suggested we aggressively seek this money for important Board of Regents priorities.

For next fiscal year's budget recommendation, Regent Roberts challenged the central staff to come up with out-of-the-box thinking for budget requests that would have great impact for years to come.

A copy of the FY22 Governor's Recommended Budget can be found on pages 3671 to 3673 of the official minutes.

7-B 2021 Board Sponsored Legislation

Nathan Lukkes, Board of Regents General Counsel, provided an overview of the legislation that the Board of Regents is proposing with Board Authorization, for the upcoming legislative session in 2021.

Regent Thares reinforced that as opportunities arise this legislative session, presidents need to work centrally through Dr. Maher at the Board of Regents office.

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

ROLL CALL:

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

Motion passed.

A copy of the 2021 Board Sponsored Legislation can be found on pages **3674** to **3677** of the official minutes.

7-C 150 LSAT Resident Tuition USD Law School

Neil Fulton, Dean of the USD Law School, explained that the USD School of Law requests that current policy allowing nonresident students with a Law School Admission Test score of 155 or above to pay resident tuition rates be expanded to students with an LSAT score of 150 and above. This will allow the School of Law to increase enrollment, overall class credentials, and admission standards; better leverage scholarship dollars; and attract students from adjacent states who may remain in South Dakota to begin their careers.

This proposal has been reviewed and vetted by the Academic Affairs Counsel and the Business Affairs Counsel and received a favorable recommendation from both. Approval of the resident tuition for students with an LSAT score of 150 and above at this meeting will allow for the School of Law to begin recruiting eligible students during this recruiting cycle for enrollment in fall of 2021.

IT WAS MOVED by Regent Roberts, seconded by Regent Schaefer, to approve resident rates to new students with an LSAT score of 150 and above beginning in Fall 2021.

ROLL CALL:

Roberts – AYE
Schaefer – AYE
Schieffer – AYE
Stork – AYE

Thares – AYE
Wink – AYE
Brown – AYE
Morgan – AYE
Bastian – AYE

Motion passed.

A copy of the LSAT Resident Tuition USD Law School can be found on pages **3678** to **3681** of the official minutes.

7-D (1) BOR Policy Revisions – BOR Policy 5:4 – Purchasing (First and Final Reading)

Heather Forney, System Vice President of Finance & Administration, explained that at the Business Affairs Council meeting in June 2020 a request was made to the Purchasing Module Group to review and update Policy 5:4 as appropriate with a focus on making changes to bid levels that are consistent with SDCL. The policy has been reviewed by the appropriate councils and the proposed revisions are recommended for approval.

IT WAS MOVED by Regent Roberts, seconded by Regent Morgan, to (1) waive the two reading requirement of By-Laws Section 5.5.2, and (2) approve the first and final reading of BOR Policy 5:4 – Purchasing as outlined in Attachment I of the agenda item.

ROLL CALL:

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

Motion passed.

A copy of the BOR Policy Revisions – BOR Policy 5:4 – Purchasing (First Reading and Final Reading) can be found on pages **3682** to **3688** of the official minutes.

7-D (2) BOR Policy Revisions – BOR Policy 4:16 – Military Service and Veterans Rights (First Reading)

Kayla Bastian, System Director of Human Resources, explained that BOR Policy 4:16 is being revised to address recent SD Administrative Rules (ARSD) changes related to military training leave, and the elimination of personal leave. ARSD 55:09:04:08 has historically limited the use of 40 hours of sick or personal leave annually for employees called to active duty, the revised changes

will allow the use of that leave for any military-related service as a member of the military reserve or National Guard. After she described the substantive changes to BOR Policy 4:16, she explained that the Board office is working with the campuses to establish a document that outlines the procedure for the various leave options for those on military related leave to assist with implementation of the policy and administrative rules. The guidance will outline how the campuses should work with the state employee health plan and the South Dakota Retirement system on coordination of pay and benefits during these types of leaves of absence.

IT WAS MOVED by Regent Roberts, seconded by Regent Schaefer, to approve the first reading of the proposed revisions to BOR Policy 4:16 – Military Service and Veterans Rights.

ROLL CALL:

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

Motion passed.

A copy of the BOR Policy Revisions – BOR Policy 4:16 – Military Service and Veterans Rights (First Reading) can be found on pages **3689** to **3694** of the official minutes.

7-E SDSU Berg Agricultural Hall – Facility Design Plan

Regent Roberts referenced the detailed document provided to the Board regarding this item and asked for questions. The Board members had no questions.

IT WAS MOVED by Regent Roberts, seconded by Regent Morgan, to approve SDSU’s Facility Design Plan for renovation of the 1st and 2nd floors of Berg Agricultural Hall at a cost not to exceed \$10,294,384.

ROLL CALL:

Roberts – AYE
Schaefer – AYE
Schieffer – AYE
Stork – AYE
Thares – AYE
Wink – AYE
Brown – AYE
Morgan – AYE

Bastian – AYE

Motion passed.

A copy of the SDSU Berg Agricultural Hall – Facility Design Plan can be found on pages **3695** to **3712** of the official minutes.

7-F SDSU Stanley Marshal Center Addition – Sanford Jackrabbit Athletic Center Wrestling Addition – Revised Facility Program Plan

Regent Roberts referenced the detailed document provided in the Board meeting materials. She asked for the Board members had questions. There were no questions.

IT WAS MOVED by Regent Roberts, seconded by Regent Morgan, to approve SDSU's revised Facility Program Plan for construction of a wrestling practice facility to the Sanford Jackrabbit Athletic Complex of approximately 15,446 square feet for a cost not to exceed \$3,950,000. Legislation shall be drafted and the project shall be submitted to the 2021 South Dakota Legislative Session for consideration and approval.

ROLL CALL:

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

Motion passed.

A copy of the SDSU Stanley Marshal Center Addition – Sanford Jackrabbit Athletic Center Wrestling Addition – Revised Facility Program Plan can be found on pages **3713** to **3725** of the official minutes.

7-G SDSU Lincoln Hall Renovation Facility Program Plan

Regent Roberts referenced the detailed document provided in the Board materials. The Board members had no questions.

IT WAS MOVED by Regent Roberts, seconded by Regent Morgan, to approve SDSU's Facility Program Plan for renovation of Lincoln Hall at a cost not to exceed \$17,243,765.

ROLL CALL:

Roberts – AYE

Schaefer – AYE
Schieffer – AYE
Stork – AYE
Thares – AYE
Wink – AYE
Brown – AYE
Morgan – AYE
Bastian – AYE

Motion passed.

A copy of the SDSU Lincoln Hall Renovation Facility Program Plan can be found on pages **3726** to **3740** of the official minutes.

7-H SDSMT Devereaux Library Renovation – Facility Design Plan

Regent Roberts asked if the Board members had any questions. There were no Board member questions.

IT WAS MOVED by Regent Roberts, seconded by Regent Brown, to approve SDSMT's Facility Design Plan for the Devereaux Library Renovation at a cost not to exceed \$6,595,000.

ROLL CALL:

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

Motion passed.

A copy of the SDSMT Devereaux Library Renovation – Facility Design Plan can be found on pages **3741** to **3805** of the official minutes.

ADJOURNMENT

IT WAS MOVED by Regent Morgan, seconded by Regent Schieffer, to adjourn the meeting.

ROLL CALL:

Roberts – AYE
Schaefer – AYE
Schieffer – AYE

Stork – AYE
Thares – AYE
Wink – AYE
Brown – AYE
Morgan – AYE
Bastian – AYE

Motion passed. The meeting adjourned at 11:30 a.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 9, 2020, in accordance with SDCL 1-25-2 to discuss matters authorized therein. Following executive session, the Board will meet in open session to discuss and take official action on the matters set forth below, all other matters discussed were consistent with the requirements of SDCL 1-25-2, but no official action on them is being proposed at this time.

Recommended Actions:

2-A (1) – Approve the salary adjustments and appointments as outlined in Attachment I.

2-A (2) – Approve the leave requests for Kenneth C. Blachard, Jr. (NSU) and Jodie Ramsay (NSU).

2-E – Authorize the Executive Director to approve and ratify the 2021-2024 special schools collective bargaining agreement, with revisions from the current collective bargaining agreement consistent with the tentative agreements set forth in Attachment II of the agenda item.

BLACK HILLS STATE UNIVERSITY

Name	Title	Effective Date	Job Change Reason	New Salary	Previous Salary	% Increase
Ashley Kirchner	Dir-Student Support Services	8/22/2020	Change Salary Rate/Pay Grade	\$62,000.00	\$56,651.00	9%
Peggy Madrid	Asst Director/Reten. Advisor	8/22/2020	Change Salary Rate/Pay Grade	\$50,000.00	\$44,631.00	12%

DAKOTA STATE UNIVERSITY

Name	Title	Effective Date	Job Change Reason	New Salary	Previous Salary	% Increase
Dylan Johnson	Info Sys Sec Off/Site Sec Off	10/22/2020	Salary Enhance/Special Award	\$90,000.00	\$72,000.00	25%

SD SCHOOL OF MINES & TECHNOLOGY

Name	Title	Effective Date	Job Change Reason	New Salary	Previous Salary	% Increase
Forest Thompson	Research Scientist II	9/22/2020	Market Increase	\$60,000.00	\$51,783.00	16%

SOUTH DAKOTA STATE UNIVERSITY

Name	Title	Effective Date	Job Change Reason	New Salary	Previous Salary	% Increase
Samantha Contarino	Program Director-TRIO UB & SSS	9/1/2020	Reclassification	\$57,029.00	\$49,590.00	15%
Anne Fennell	Professor	8/22/2020	Change Salary Rate/Pay Grade	\$108,438.00	\$102,414.00	6%
Kelly Froehlich	Asst Professor/Extension Spec	9/22/2020	Change Faculty Rank	\$76,000.00	\$70,954.00	7%
Theresa Garren-Grubbs	Clinical Assistant Professor	8/22/2020	FY Salary Increase	\$70,330.70	\$64,795.00	9%
						6% (rate increased by 6%, employee also had an increase in FTE)
Radhey Kaushik	Professor	8/22/2020	Permanent Change in FTE	\$73,016.00	\$53,084.00	
Anna Kurtz	Application Integration Archit	10/22/2020	Change Salary Rate/Pay Grade	\$71,080.00	\$64,609.00	10%
Vincent Lahren	Admin Shared Svc Director	10/22/2020	Reclassification	\$67,811.00	\$61,646.00	10%
Kari O'Neill	Program Manager	8/22/2020	Reclassification	\$83,725.00	\$76,114.00	10%
Andrew Janssen	Head Coach-Soccer	10/22/2020	Reclassification	\$45,000.00	\$41,907.00	7%
Christopher Schlenker	Horticulture and Grounds Manager	9/22/2020	Reclassification	\$54,787.00	\$49,806.00	10%

UNIVERSITY OF SOUTH DAKOTA						
Name	Title	Effective Date	Job Change Reason	New Salary	Previous Salary	% Increase
Susan Anderson	Dean of Rural Medicine	9/22/2020	Permanent Additional Duties	\$58,895.32	\$40,617.88	45%
Jamie Butler	Lead Svc Coord, Birth to 3	9/14/2020	Reclassification	\$46,680.00	\$42,436.28	10%
Katie Carter	Assist Dir, Human Resources	9/22/2020	Reclassification	\$57,052.00	\$51,865.00	10%
Bruce Cuevas	Assistant Professor	9/8/2020	Permanent Additional Duties	\$102,611.70	\$92,611.70	11%
Meiying Hua	Assistant Professor	8/22/2020	Terminal Degree Attained	\$126,500.00	\$115,000.00	10%
Jacob Kerby	Professor	8/22/2020	Permanent Additional Duties	\$101,562.64	\$82,111.37	24%
Lisa Ann Robertson	Assistant Professor	8/22/2020	Permanent Additional Duties	\$65,118.39	\$57,911.61	12%
Rekha Srinivasan	Researcher Assoc III	8/22/2020	Reclassification/FLSA Minimum	\$37,305.60	\$20,106.84	86%

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

**REVISED
AGENDA ITEM: 1 – D
DATE: December 9-10, 2020**

SUBJECT

BOR 2021 Series Housing and Auxiliary Facilities System Revenue Bonds

CONTROLLING STATUTE, RULE, OR POLICY

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

[SDCL 13-51A-4](#) – Borrowing Power of the Board

[SDCL 13-51A-13](#) – Power to Issue Bonds

BACKGROUND/DISCUSSION

Project Summary:

This item relates to the issuance of Housing and Auxiliary Facilities System Revenue Bonds, Series 2021 (the “*Series 2021 Bonds*”) to refinance the outstanding Series 2011 Bonds (defined below) for the Institutional System for South Dakota State University (“*SDSU*”) (estimated \$38,065,000 Par Amount).

Refinancing – The refinancing of \$43,905,000 of outstanding bonds is estimated to provide total net present value savings.

The Bonds have been assigned a rating of “Aa3” by Moody’s.

Piper Sandler & Co. is the underwriter for the Bonds.

Board Action:

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

DRAFT MOTION 20201209_1-D:

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

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

Action 1

1. Authorizing the issuance of additional series of Bonds under the Amended and Restated Bond Resolution adopted by the Board on October 21, 2004 (the “Original Resolution”) to finance:
 - (i) the refunding of the Refunded Bonds, but only if (a) there is a net present value savings from the portion of the Series 2021 Bonds attributable to the refunding and (b) the aggregate debt service on the portion of the Series 2021 Bonds attributable to the refunding does not exceed the aggregate debt service on the Refunded Bonds; and
 - (ii) costs of issuance of the Bonds; (Attachment I—Fifteenth Supplemental System Revenue Bond Resolution (the “Fifteenth Supplemental Bond Resolution”));

Action 2

2. Approving the contract with the underwriter, Piper Sandler & Co., who will market the Bonds for the Board; provided, however, that the aggregate principal amount of Series 2021 Bonds sold pursuant thereto shall not exceed \$40,000,000, shall mature not later than April 1, 2036, shall bear interest at a true interest cost not exceeding 2.50%, and shall be sold at an underwriter’s discount of not more than 0.5% of the par amount of the Series 2021 Bonds (Attachment II—Bond Purchase Agreement);

Action 3

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

Action 4

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

Action 5

5. Authorizing the President of the Board, the President of South Dakota State University, the Executive Director of the Board and other Board officials to perform

those acts and to execute those documents necessary to complete the Bond issue and the refunding of the Refunded Bonds, and the execution and delivery of the Fifteenth Supplemental Bond Resolution, the Bond Purchase Agreement and the Escrow Agreement; and

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

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

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

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

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

The third document referenced in the resolution is the Escrow Agreement between the Board and the escrow agent. This document authorizes the initial deposit of certain Series 2021 Bond proceeds and certain funds of the Board in trust with the escrow agent into an escrow fund, directs the investment of the moneys in the escrow fund, and directs the payment of the principal of and interest on the Refunded Bonds from the escrow fund on the redemption date.

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

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

IMPACT AND RECOMMENDATIONS

Approval of the bonds will provide savings to SDSU on the 2011 Series bonds.

ATTACHMENTS

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

Attachment I – Fifteenth Supplemental Bond Resolution

Attachment II – Bond Purchase Agreement

Attachment III – Escrow Agreement

Attachment IV – Preliminary Official Statement

SOUTH DAKOTA BOARD OF REGENTS

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF HOUSING AND AUXILIARY FACILITIES SYSTEM REVENUE BONDS BY THE SOUTH DAKOTA BOARD OF REGENTS; PRESCRIBING ALL THE DETAILS OF SAID BONDS, AND SUPPLEMENTING THE RESOLUTION AUTHORIZING THE ISSUANCE OF HOUSING AND AUXILIARY FACILITIES SYSTEM REVENUE BONDS APPROVED OCTOBER 21, 2004, AS SUPPLEMENTED AND AMENDED BY RESOLUTIONS ADOPTED BY THE BOARD ON DECEMBER 6, 2005, AS AMENDED, NOVEMBER 22, 2006, AS AMENDED, DECEMBER 13, 2007, AS AMENDED, MARCH 28, 2008, AS AMENDED, OCTOBER 22, 2008, AS AMENDED, MAY 21, 2009, AS AMENDED, OCTOBER 12, 2011, AS AMENDED, DECEMBER 12, 2012, DECEMBER 4, 2013, AS AMENDED, AUGUST 14, 2014, DECEMBER 2, 2015, DECEMBER 7, 2016, DECEMBER 6, 2017 AND DECEMBER 11, 2019.

FIFTEENTH SUPPLEMENTAL SYSTEM REVENUE
BOND RESOLUTION APPROVED DECEMBER 9, 2020

Re: Housing and Auxiliary Facilities System Refunding Revenue Bonds, Series 2021

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A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF HOUSING AND AUXILIARY FACILITIES SYSTEM REVENUE BONDS BY THE SOUTH DAKOTA BOARD OF REGENTS; PRESCRIBING ALL THE DETAILS OF SAID BONDS, AND SUPPLEMENTING THE RESOLUTION AUTHORIZING THE ISSUANCE OF HOUSING AND AUXILIARY FACILITIES SYSTEM REVENUE BONDS APPROVED OCTOBER 21, 2004, AS SUPPLEMENTED AND AMENDED BY RESOLUTIONS ADOPTED BY THE BOARD ON DECEMBER 6, 2005, AS AMENDED, NOVEMBER 22, 2006, AS AMENDED, DECEMBER 13, 2007, AS AMENDED, MARCH 28, 2008, AS AMENDED, OCTOBER 22, 2008, AS AMENDED, MAY 21, 2009, AS AMENDED, OCTOBER 12, 2011, AS AMENDED, DECEMBER 12, 2012, DECEMBER 4, 2013, AS AMENDED, AUGUST 14, 2014, DECEMBER 2, 2015, DECEMBER 7, 2016, DECEMBER 6, 2017 AND DECEMBER 11, 2019.

* * *

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

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

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

WHEREAS, the Board on December 6, 2005 did authorize the issuance and delivery of its \$14,810,000 aggregate principal amount of Housing and Auxiliary Facilities System Revenue

Bonds, Series 2005A (the “*Series 2005A Bonds*”) and the \$1,000,000 aggregate principal amount of Housing and Auxiliary Facilities System Revenue Bonds, Series 2005B (Taxable) (the “*Series 2005B Bonds*” and with the Series 2005A Bonds, the “*Series 2005 Bonds*”) pursuant to the Original Resolution, as supplemented by a First Supplemental System Revenue Bond Resolution (as amended on June 10, 2015, the “*First Supplemental Resolution*”), which Series 2005 Bonds were issued for projects for USD and SDSU; and

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Board on December 11, 2019 did authorize the issuance and delivery of its \$11,620,000 aggregate principal amount of Housing and Auxiliary Facilities System Revenue Bonds, Series 2019A (the “*Series 2019A Bonds*”), and \$4,590,000 aggregate principal amount of Housing and Auxiliary Facilities System Taxable Refunding Revenue Bonds, Series 2019B (the “*Series 2019B Bonds*” and together with the Series 2019A Bonds, the “*Series 2019 Bonds*”) pursuant to the Original Resolution, as supplemented, and as further supplemented by a Fourteenth Supplemental System Revenue Bond Resolution (the “*Fourteenth Supplemental Resolution*”), which Series 2019A Bonds were issued for a project for DSU and to pay the cost of certain expenses relating to the issuance of the Series 2019A Bonds, and which Series 2019B Bonds were issued to refund the NSU portion of the Series 2011 Bonds and to pay the cost of certain expenses relating to the issuance of the Series 2019B Bonds; and

WHEREAS, the Board, upon due consideration and investigation, does now find and determine that it is advisable and necessary to authorize (a) if determined by the Executive Director to be financially advantageous, for the use and benefit of SDSU and its student body, to pay the costs of refunding the SDSU portion of the outstanding Series 2011 Bonds maturing on and after April 1, 2022 (as further described in the hereinafter defined Escrow Agreement, the “*Refunded Series 2011 Bonds*”) and redeeming such Bonds on April 1, 2021 (the “*Redemption Date*”); and (b) to pay certain expenses relating to the issuance of the Series 2021 Bonds (defined below), pursuant to the Original Resolution; and

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

WHEREAS, the Board now desires to create and to authorize the issue and delivery of an additional issue of Bonds under and in accordance with the Original Resolution, as supplemented by this Fifteenth Supplemental System Revenue Bond Resolution (this “*Fifteenth Supplemental Resolution*”) thereto, which additional Bonds shall be known as (a) “Housing and Auxiliary Facilities System Refunding Revenue Bonds, Series 2021” (the “*Series 2021 Bonds*”), which shall be issued for the purpose of paying a portion of the cost of refunding the Refunded Series 2011 Bonds, and paying the cost of certain expenses relating to the issuance of the Series 2021 Bonds:

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

ARTICLE I

DEFINITIONS; PLEDGE OF REVENUES

Section 1.1. Defined Terms. (a) Terms used in this Fifteenth Supplemental Resolution and not defined herein shall have the same meanings set forth in the Original Resolution.

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

“*Bond Registrar*” for the Series 2021 Bonds means First Bank & Trust, Brookings, South Dakota, and its successors and assigns.

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

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

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

“*Favorable Opinion of Bond Counsel*” means, with respect to any action the occurrence of which requires such an opinion, a written opinion of legal counsel acceptable to the Board, having a national reputation in the field of municipal law whose opinions are generally accepted by purchasers of municipal obligations, to the effect that such actions will not adversely affect the exclusion of interest on the Series 2021 Bonds from federal gross income for purposes of the Code.

“*Permitted Investments*” for the proceeds of the Series 2021 Bonds are any investments permitted by law.

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

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

“*Series 2021 Expense Fund*” means the fund of that name established in Section 3.1(a)(ii) of this Fifteenth Supplemental Resolution into which a part of the proceeds of the Series 2021 Bonds will be deposited and which will be used for the purpose of paying the costs of issuance of the Series 2021 Bonds.

“*Series 2021 SDSU Bond and Interest Subaccount*” means the subaccount of that name established in Section 3.1(a)(i) of this Fifteenth Supplemental Resolution.

Section 1.2. Pledge of Revenues. The pledge of revenues and income contained in Section 10 of the Original Resolution is hereby ratified and confirmed. The Series 2021 Bonds are payable from and secured by a pledge of and lien on the following sources in the following order of priority:

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

together with the outstanding Series 2006 Bonds, Series 2007 Bonds, Series 2008A Bonds, Series 2008B Bonds, Series 2011 Bonds, Series 2013A Bonds, Series 2014A Bonds, Series 2014B Bonds, Series 2015 Bonds, Series 2016 Bonds, Series 2017 Bonds and Series 2019 Bonds (collectively, the “*Prior Parity Bonds*”), and any Parity Bonds issued in the future which are secured on a parity with the Series 2021 Bonds.

The Series 2021 Bonds are not secured by a Debt Service Reserve Subaccount.

ARTICLE II

SERIES 2021 BONDS AND THE ISSUANCE THEREOF

Section 2.1. Authorization of Series 2021 Bonds. For the purpose of paying (i) the costs of refunding the Refunded Series 2011 Bonds; and (ii) the expenses incurred in connection with the issuance of the Series 2021 Bonds, there is hereby authorized to be created an issue of Bonds of the Board in an aggregate principal amount not exceeding \$40,000,000, as provided by the Act and the proceedings of the Board adopted on December 9, 2020.

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

- (a) The Board is current in all transfers and deposits to be made under the terms of the Bond Resolution.
- (b) The Board is in full compliance with all of the covenants and undertakings in connection with all Bonds currently outstanding and payable from the Net Revenues of

the System or any part of it, and no event of default has occurred or is continuing under the Bond Resolution.

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

(ii) *Projected Test.* As shown on *Schedule I* attached hereto, Projected Net Revenues of the System for each of the three full Fiscal Years immediately succeeding the issuance of the Series 2021 Bonds are equal to at least 120% of Annual Debt Service on all Outstanding Bonds, plus the Series 2021 Bonds, there being no additional obligations. The Annual Debt Service for the Refunded Series 2011 Bonds has been eliminated from this calculation.

(d) Upon the issuance of the Series 2021 Bonds, the amount of each semiannual deposit into the Bond and Interest Sinking Fund Account of SDSU is hereby modified, after taking into account the savings allocated to SDSU from the refunding of the Refunded Series 2011 Bonds, so that such deposit shall now include a sum equal to the interest which will be payable by SDSU on the Series 2021 Bonds as shown in *Exhibit B* on the next succeeding interest payment date and one-half of the principal maturing as shown in *Exhibit B*, within the next succeeding twelve-month period.

(e) The Series 2021 Bonds shall not be secured by a Debt Service Reserve Subaccount.

Section 2.3. Terms of the Series 2021 Bonds. (a) If issued, the Series 2021 Bonds shall be issued as fully registered Bonds in the denomination of \$5,000 and integral multiples thereof (but no single Series 2021 Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Series 2021 Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid, or duly provided for, until the principal amount of the Series 2021 Bonds is paid, or such earlier date or dates as provided in the form of Series 2021 Bonds set forth in *Exhibit A*, such interest (computed upon the basis of a 360 day year of twelve 30-day months) payable semiannually on the first days of April and October in each year until paid, commencing on October 1, 2021, and shall mature on April 1 of each of the years, in the amounts, bear interest per annum and be subject to optional and mandatory redemption, all as provided in *Exhibit B*. The aggregate principal amount of the Series 2021 Bonds shall be as set forth in *Exhibit B*.

All redemptions shall be made in the manner, upon the notice, and with the effect provided in *Exhibit B* and in the form of Series 2021 Bond set forth in *Exhibit A*.

Interest on each Series 2021 Bond shall be paid by check or draft of the Bond Registrar, in lawful money of the United States of America, to the person in whose name such Series 2021 Bond is registered at the close of business on the Record Date; *provided, however*, that interest on the Series 2021 Bonds held by a registered owner of at least \$100,000 in aggregate principal amount of the Series 2021 Bonds may also be paid by wire transfer of immediately available

funds to any bank in the continental United States as such registered owner shall specify in a written request to the Bond Registrar. The principal of the Series 2021 Bonds shall be payable when due upon presentation and surrender thereof in lawful money of the United States of America at the principal corporate trust office of the Bond Registrar.

Section 2.4. Execution and Authentication of Series 2021 Bonds. The Series 2021 Bonds shall be signed by the facsimile signatures of the President and Executive Director of the Board and the seal of the Board or a facsimile thereof shall be impressed or imprinted thereon and in case any officer whose signature shall appear on any Series 2021 Bond shall cease to be such officer before the delivery of such Series 2021 Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Series 2021 Bonds shall have thereon a certificate of authentication substantially in the form set forth in *Exhibit A* hereto duly executed by the Bond Registrar as authenticating agent of the Board and showing the date of authentication. No Series 2021 Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Series 2021 Bond shall be conclusive evidence that such Series 2021 Bond has been authenticated and delivered under the Bond Resolution. The certificate of authentication on any Series 2021 Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Series 2021 Bonds issued hereunder.

Section 2.5. Form of Series 2021 Bonds. The Series 2021 Bonds shall be prepared in substantially the form attached hereto as *Exhibit A*.

ARTICLE III

PROCEEDS OF THE SERIES 2021 BONDS

Section 3.1. Creation of Funds and Accounts; Application of Series 2021 Bond Proceeds. (a) There are hereby created and designated the following funds, accounts and subaccounts:

(i) a separate subaccount of the Bond and Interest Sinking Fund Account for SDSU's Institutional System, the "*Series 2021 SDSU Bond and Interest Subaccount*";

(ii) a separate Expense Fund under the Bond Resolution, designated the "*Series 2021 Expense Fund*", which fund may contain subaccounts for the Series 2021 Bonds if deemed necessary by the Executive Director of the Board and the Bond Registrar;

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

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

(c) The proceeds of the Series 2021 Bonds shall be deposited in the amounts set forth in *Exhibit B*, as follows:

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

(ii) the remaining proceeds of the Series 2021 Bonds, to the Series 2021 Expense Fund.

(d) Amounts in the Series 2021 Expense Fund shall be used to pay the expenses of the issuance of the Series 2021 Bonds not paid on the date of the delivery of the Series 2021 Bonds. Any excess after payment of such expenses shall be deposited in the Series 2021 SDSU Bond and Interest Subaccount.

(e) In addition, upon the issuance of the Series 2021 Bonds, the Board shall deposit into the Escrow Fund monies sufficient to pay interest due on the Refunded Series 2011 Bonds.

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

ARTICLE IV

MISCELLANEOUS

Section 4.1. Non-Arbitrage; Tax Law Compliance. The Board further covenants that it will not make any investment or do any other act or thing during the period that any Series 2021 Bonds are outstanding which would cause the Series 2021 Bonds to become or be classified as “arbitrage bonds” within the meaning of Section 148 of the Code and the regulations thereunder now or hereafter proposed or published in the Federal Register or as promulgated in final form.

The Board also agrees and covenants with the purchasers and holders of the Series 2021 Bonds from time to time outstanding that, to the extent possible under South Dakota law, it will comply with whatever federal tax law is adopted in the future which applies to the Series 2021

Bonds and affects the exclusion of interest on the Series 2021 Bonds from federal gross income of the owners thereof.

The Board agrees to comply with all provisions of the Code, which if not complied with by the Board, would cause the interest on the Series 2021 Bonds not to be excludable from gross income of the owners thereof for federal income tax purposes. Without limiting the generality of the foregoing agreement, the Board agrees: (a) through its officers, to make such further specific covenants, representations and assurances as may be necessary or advisable; (b) to comply with all representations, covenants and assurances contained in the Tax Exemption Certificate and Agreement to be prepared by counsel approving the Series 2021 Bonds; (c) to consult with such counsel and to comply with such advice as may be given; (d) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Series 2021 Bonds; (e) to file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Board in such compliance.

Section 4.2. Continuing Disclosure Undertaking. The Executive Director of the Board is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking (the “*Continuing Disclosure Undertaking*”) in substantially the same form as approved by the Board, or with such changes therein as the individual executing the Continuing Disclosure Undertaking on behalf of the Board shall approve, his execution thereof to constitute conclusive evidence of his approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Board as herein provided, the Continuing Disclosure Undertaking will be binding on the Board and the officers, employees and agents of the Board, and the officers, employees and agents of the Board are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Fifteenth Supplemental Resolution, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Series 2021 Bond to seek mandamus or specific performance by court order, to cause the Board to comply with its obligations under the Continuing Disclosure Undertaking.

Section 4.3. Interpretation and Construction. This Fifteenth Supplemental Resolution is supplemental to and is adopted in accordance with Section 14(K) of the Original Resolution. In all respects not inconsistent with this Fifteenth Supplemental Resolution, the Original Resolution is hereby ratified, approved and confirmed, and all of the definitions, terms, covenants and restrictions of the Original Resolution shall remain applicable except as otherwise expressly provided. All of the terms and provisions of this Fifteenth Supplemental Resolution shall be deemed to be a part of the terms and provisions of the Original Resolution and the Original Resolution and this Fifteenth Supplemental Resolution shall be read, taken and construed as one and the same instrument. In executing any Series 2021 Bond authorized by this Fifteenth Supplemental Resolution each officer, agent or employee of the Board or SDSU shall be entitled to all of the privileges and immunities afforded to them under the terms of the Original Resolution.

Section 4.4. Sale of Series 2021 Bonds. As soon as may be after this Fifteenth Supplemental Resolution becomes effective, the Series 2021 Bonds may be sold with such terms and provisions as are not inconsistent herewith and within the limitations prescribed by the Board in its proceedings adopted on December 9, 2020, such officers' approval and the Board's approval of such terms and provisions to be evidenced by the execution and delivery of this Fifteenth Supplemental Resolution by the duly authorized officers of the Board executed as herein provided, shall be deposited with the Executive Director of the Board, and delivered by the Executive Director to the purchasers thereof, upon receipt of the purchase price therefor. The Executive Director is hereby authorized, empowered and directed to execute an Official Statement, a Bond Purchase Agreement, the Escrow Agreement and all other necessary closing documents and certificates in connection with the sale of the Series 2021 Bonds, in substantially the form of Official Statement, Bond Purchase Agreement and Escrow Agreement approved by the Board or with such changes therein as the Executive Director shall approve, the execution of any such document by the Executive Director to constitute conclusive evidence of the approval by the Executive Director of such changes.

Section 4.5. Completion of Exhibit B. The Executive Director is authorized to approve the terms of the Series 2021 Bonds within the parameters set forth herein. Promptly after the issuance of the Series 2021 Bonds, the Executive Director shall file with the Board Secretary the completed *Exhibit B* showing the terms of the Series 2021 Bonds.

Section 4.6. Severability Provisions. It is the intention hereof to confer upon the Board the whole of the powers provided for in the Act, and if any one or more sections, clauses, sentences and parts of this Fifteenth Supplemental Resolution shall for any reason be questioned in any court of competent jurisdiction, and shall be adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions hereof, but shall be confined to the specific section, clause, sentence and part so determined, and that all resolutions or parts thereof in conflict herewith are hereby repealed.

THIS FIFTEENTH SUPPLEMENTAL RESOLUTION shall take effect upon its adoption.

Adopted this 9th day of December, 2020.

President

ATTEST:

Executive Director

(Seal)

SCHEDULE I

EVIDENCE OF COMPLIANCE WITH PARITY TEST

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

(ii) *Projected Test.* Projected Net Revenues of the System for each of the three full Fiscal Years immediately succeeding the issuance of the Series 2021 Bonds are \$_____ (FY 2022), \$_____ (FY 2023) and \$_____ (FY 2024), each of which is at least 120% of Annual Debt Service on all Outstanding Bonds, plus the Series 2021 Bonds, there being no additional obligations. The Annual Debt Service for the Refunded Series 2011 Bonds has been eliminated from this calculation.

EXHIBIT A**FORM OF SERIES 2021 BOND**REGISTERED
No. _____REGISTERED
\$ _____UNITED STATES OF AMERICA
SOUTH DAKOTA BOARD OF REGENTS
HOUSING AND AUXILIARY FACILITIES SYSTEM REFUNDING REVENUE BOND,
SERIES 2021Interest _____ Maturity _____ Dated _____
Rate: _____% Date: April 1, _____ Date: January 14, 2021 CUSIP: _____

Registered Owner: CEDE & Co.

Principal Amount:

The Board of Regents of the State of South Dakota (the “*Board*”), created and existing under the laws of the State of South Dakota, hereby acknowledges itself to owe and for value received promises to pay, but only from the sources herein identified, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, unless previously called for earlier redemption, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Series 2021 Bond (as hereinafter defined) or from the most recent interest payment date to which interest has been paid or duly provided for at the Interest Rate per annum set forth above on April 1 and October 1 of each year commencing October 1, 2021, until said Principal Amount is paid. The principal of this Series 2021 Bond is payable upon presentation and surrender hereof, in lawful money of the United States of America at the principal corporate trust office of First Bank & Trust, Brookings, South Dakota, as bond registrar and paying agent (the “*Bond Registrar*”). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the Board maintained by the Bond Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar; *provided, however*, that interest on the Series 2021 Bonds held by a Registered Owner of at least \$100,000 in aggregate principal amount of the Series 2021 Bonds may also be paid by wire transfer of immediately available funds to any bank in the continental United States as such Registered Owner shall specify in a written request to the Bond Registrar.

This Bond is one of a duly authorized series of \$_____,000 principal amount of the Housing and Auxiliary Facilities System Refunding Revenue Bonds, Series 2021 (the “*Series 2021 Bonds*”) of the Board, issued or to be issued, pursuant to a Resolution of the Board duly adopted October 21, 2004, as supplemented (said Resolution as so supplemented being herein referred to as the “*Bond Resolution*”) for the purpose of financing (i) a portion of the costs of

refunding the South Dakota State University (“SDSU”) portion of the Board’s outstanding Housing and Auxiliary Facility System Revenue Bonds, Series 2011; and (ii) the costs of issuance of the Series 2021 Bonds, all under and pursuant to the Board of Regents Revenue Bond Act of 1971, as amended (the “Act”), and the Bond Resolution, to which Bond Resolution reference is hereby made for a statement of the funds and revenues from which this Series 2021 Bond and the issue of which it is a part is payable and the conditions and restrictions pursuant to which this Series 2021 Bond has been issued and pursuant to which additional bonds on a parity herewith may be issued. Capitalized terms not defined herein shall have the meanings assigned in the Bond Resolution.

The Series 2021 Bonds are of like tenor and date, except as to maturity, interest rate and redemption provisions.

This Series 2021 Bond and the series of which it is a part, together with such Bonds as have been and may hereafter be issued under the provisions of the authorizing Bond Resolution (collectively, the “Bonds”), are payable solely from and secured by a pledge of and lien on (i) the Net Revenues of the SDSU Housing and Auxiliary Facilities System (the “SDSU Institutional System”), (ii) uncommitted funds held in the Repair and Replacement Reserve Account of SDSU, (iii) Net Revenues of the other Institutions but only after provision for payment of Annual Debt Service of the Bonds issued on behalf of such Institution in the current Fiscal Year, (iv) uncommitted funds in the Repair and Replacement Reserve Accounts of the other Institutional Systems, in the amount and from such Institutions as determined by the Board, and (v) such other funds which may be pledged or used as authorized by the Act. This Bond, and the series of which it forms a part, does not constitute an indebtedness of any Institution, the Board or the State of South Dakota, within any constitutional or statutory limitation, and neither the taxing power nor the general credit of the Institutions, of the Board or of the State of South Dakota is pledged to the payment of this Series 2021 Bond or the interest thereon in the Bond Resolution.

All of the Bonds are equally and ratably secured by said pledge and lien without priority or preference one over the other by reason of series designation, denomination, number, maturity, date or terms of redemption prior to maturity, date of sale or delivery or otherwise; *provided, however*, that Bonds may be issued in the future which are secured by a Debt Service Reserve Account. The Series 2021 Bonds are not secured by a Debt Service Reserve Account.

Subject to the limitations and upon payment of the charges provided in the Bond Resolution, Series 2021 Bonds may be exchanged for registered Series 2021 Bonds of other authorized denominations.

The Series 2021 Bonds maturing on or after April 1, 2031 are subject to redemption prior to maturity at the option of the Board in whole or in part (in integral multiples of \$5,000), in any order of maturity and within a single maturity as determined by the Board, on any date occurring on or after April 1, 2030 at a price equal to the principal amount of Series 2021 Bonds to be redeemed plus accrued interest to the date of redemption.

In the event a Series 2021 Bond is in a denomination larger than \$5,000, a portion of such Series 2021 Bond may be redeemed but only in a principal amount equal to \$5,000 or any integral multiple thereof. Notice of each redemption shall be given as described in the Bond Resolution; *provided, however*, that failure to give such notice or any defect therein, as to any Series 2021 Bond shall not affect the validity of the proceedings for the redemption of any other Series 2021 Bonds. All Series 2021 Bonds, or portions thereof, so called for redemption will cease to bear interest on the specified redemption date, provided funds for such redemption are on deposit at the place of payment at that time, and shall no longer be protected by the Bond Resolution and shall not be deemed to be Outstanding under the provisions of the Bond Resolution.

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

With respect to any optional redemption of the Series 2021 Bonds, unless moneys sufficient to pay the principal of and interest on, the Series 2021 Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption.

The Board hereby covenants with the Owner of this Series 2021 Bond that it will keep and perform all the covenants and agreements in the Bond Resolution adopted by it authorizing the issuance of this Series 2021 Bond and the series of which it forms a part.

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

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

This Series 2021 Bond is transferable by the registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Resolution and upon surrender and cancellation of this Series 2021 Bond. Upon such transfer a new registered Series 2021 Bond or Series 2021 Bonds of the same tenor, maturity and rate of interest, of an authorized denomination or denominations, for the same aggregate

principal amount will be issued to the transferee in exchange therefor. The Board and the Bond Registrar may deem and treat the registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Board nor the Bond Registrar nor any paying agent shall be affected by any notice to the contrary. The Bond Registrar shall not be required to transfer or exchange any Series 2021 Bond (i) during the period after the fifteenth day of the month next preceding any interest payment date with respect to such Series 2021 Bond and ending on such interest payment date, (ii) after notice calling a Series 2021 Bond for redemption has been given, or (iii) during a period of fifteen days next preceding the giving of a notice of redemption of any Series 2021 Bond.

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

This Series 2021 Bond does not constitute an obligation of the State of South Dakota within the meaning or application of any Constitutional or statutory limitation or provision, and the Owner thereof shall never have the right to demand payment of this Series 2021 Bond or interest hereon out of any funds other than the revenues and income pledged for payment thereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Series 2021 Bond did exist, have happened, been done and performed in regular and due form and time as required by law; and that the amount of this Series 2021 Bond, and the series of which it is one, and the total authorized issue of Series 2021 Bonds of which this series is a part, do not exceed any limit prescribed by the Constitution or statutes of the State of South Dakota.

This Series 2021 Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF, the South Dakota Board of Regents has caused this Series 2021 Bond to be signed by the duly authorized facsimile signature of the President of the Board, a facsimile of its corporate seal to be imprinted hereon, and attested by the facsimile signature of the Executive Director of the Board, all as of the Dated Date identified above.

SOUTH DAKOTA BOARD OF REGENTS

(Facsimile Signature)

President

(FACSIMILE SEAL)

(Facsimile Signature)

Executive Director

CERTIFICATE
OF
AUTHENTICATION

Date of Authentication: _____, _____

This Series 2021 Bond is one of the Series 2021 Bonds described in the within mentioned Resolution.

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

By _____
Authorized Officer

(FORM OF ASSIGNMENT)

ASSIGNMENT

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

(Please Print or Typewrite Name and Address of Assignee)

the within Series 2021 Bond and does hereby irrevocably constitute and appoint, _____, attorney-in-fact, to transfer the said Series 2021 Bond on the Bond Register with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the registered Owner as it appears upon the face of the within Series 2021 Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT B**SERIES 2021 BOND TERMS**

The Series 2021 Bonds shall be issued in the aggregate principal amount of \$____,000, shall be dated January 14, 2021, shall be numbered 1 and upward, shall mature on April 1 of each of the years and shall bear interest (calculated on the basis of a 360-day year comprising 12 months of 30 days each) at the rates per annum as follows:

YEAR	PRINCIPAL AMOUNT (\$)	INTEREST RATE (%)
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		

The first interest payment date for the Series 2021 Bonds is October 1, 2021.

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

DEPOSIT OF SERIES 2021 BOND PROCEEDS:

1. \$ 43,905,000.00 to the Escrow Fund.
2. \$ _____ to the Series 2021 Expense Fund.

In addition, upon the issuance of the Series 2021 Bonds, the Board shall deposit \$1,004,712.50 into the Escrow Fund to pay interest due on the Refunded Series 2011 Bonds on April 1, 2021.

OPTIONAL REDEMPTION:

The Series 2021 Bonds maturing on or after April 1, 2031, are subject to redemption prior to maturity at the option of the Board in whole or in part (in integral multiples of \$5,000),

in any order of maturity as determined by the Board, on any date occurring on or after April 1, 2030, at a price equal to the principal amount of the Series 2021 Bonds to be redeemed plus accrued interest to the date of redemption.

At least 45 days prior to the redemption date, the Board shall designate in writing to the Bond Registrar the principal amount of Series 2021 Bonds to be redeemed. If less than all of the Series 2021 Bonds shall be called for redemption, the particular Series 2021 Bonds to be redeemed shall be selected by the Bond Registrar, in such a manner as the Bond Registrar in its discretion may deem fair and appropriate, in the principal amount designated to the Bond Registrar by the Board; *provided, however*, that the portion of any Series 2021 Bonds to be redeemed shall be in integral multiples of \$5,000.

REDEMPTION PROCEDURES:

The Bond Registrar shall give notice of redemption of the Series 2021 Bonds in accordance with the following provisions:

Notice of the redemption of Series 2021 Bonds will be given by mailing a copy of the redemption notice by first class mail or by electronic notice at least 30 days prior to the date fixed for such redemption to The Depository Trust Company, as the securities depository or any successor securities depository, as the registered owner of the Series 2021 Bonds, so long as the global book-entry system is used for recording ownership of the Series 2021 Bonds.

In the event that the global book-entry system is no longer used for recording ownership of the Series 2021 Bonds, notice of each redemption shall be given by mailing a copy of the redemption notice by first class mail (postage prepaid) not less than 30 days nor more than 60 days prior to the date fixed for such redemption to the registered owners of the Series 2021 Bonds, or portions thereof, to be redeemed at the address shown on the registration books; *provided, however*, that failure to give such notice or any defect therein, as to any Series 2021 Bond shall not affect the proceedings for the redemption of any other Series 2021 Bonds.

With respect to any optional redemption of the Series 2021 Bonds, unless moneys sufficient to pay the principal of and interest on the Series 2021 Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption.

For purposes of any redemption of less than all of the Series 2021 Bonds of a single maturity, the particular Series 2021 Bonds or portions of Series 2021 Bonds to be redeemed shall be selected by lot by the Bond Registrar by such method as the Bond Registrar shall deem fair and appropriate (except when the Series 2021 Bonds are held in a book-entry system, in which case the selection of Series 2021 Bonds to be redeemed will be made in accordance with procedures established by The Depository Trust Company or any other securities depository); *provided* that such method shall provide for the selection of redemption of Series 2021 Bonds or portions thereof so that any \$5,000 Series 2021 Bond or \$5,000 portion of a Series 2021 Bond shall be as likely to be called for redemption as any other such \$5,000 Series 2021 Bond or

\$5,000 portion of a Series 2021 Bond.

Notice of redemption having been given as described above and in the Bond Resolution, and notwithstanding failure to receive such notice, the Series 2021 Bonds or portions of Series 2021 Bonds so to be redeemed will, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Board shall default in the payment of the redemption price) such Series 2021 Bonds or portions of Series 2021 Bonds shall cease to bear interest. Upon surrender of such Series 2021 Bonds or redemption in accordance with said notice, such Series 2021 Bonds will be paid by the Bond Registrar at the redemption price.

SCHEDULE B

DEBT SERVICE

South Dakota Board of Regents
Housing and Auxiliary Facilities System Refunding Revenue Bonds, Series 2021

BOND PURCHASE AGREEMENT

between

SOUTH DAKOTA BOARD OF REGENTS

and

PIPER SANDLER & CO.

December 10, 2020

South Dakota Board of Regents

\$ _____
Housing and Auxiliary Facilities System
Refunding Revenue Bonds, Series 2021

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Exhibit A – Legal Opinion of Issuer's Counsel

Exhibit B – Form of Issue Price Certificate

BOND PURCHASE AGREEMENT

1. Parties and Relevant Dates

Issuer: South Dakota Board of Regents

Underwriter: Piper Sandler & Co.

Securities: \$_____ Housing and Auxiliary Facilities System Refunding Revenue Bonds, Series 2021 (“Series 2021 Bonds”)

Acceptance Deadline: December 10, 2020, 5:00 p.m. (Chicago time).

Effective Date and Time of Formal Award: December 10, 2020, 5:00 p.m. (Chicago time).

Closing Date: January 14, 2021.

2. Defined Terms

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

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

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

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

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

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

Bond Resolution: The Amended and Restated Bond Resolution of the Issuer adopted on October 21, 2004, as amended and supplemented from time to time thereafter, including a Fifteenth Supplemental System Revenue Bond Resolution adopted by the Board on December 9, 2020.

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

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

Creditors’ Rights Laws: Limitations on enforceability as may result from bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights generally from time to time in effect and from the application of general principles of equity and from public policy limitations on the exercise of any rights to indemnification and contribution.

DTC: The Depository Trust Company.

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

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

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

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

Excluded Sections: For purposes of the representations and warranties of the Issuer set forth in Section 9(a)(viii) and the opinions of Issuer's Counsel required pursuant to Section 13, the "Excluded Sections" of the Preliminary Official Statement and the Official Statement shall be: (i) the section describing DTC and its book-entry-only procedures, (ii) the section captioned "Tax Matters," and (iii) the section captioned "Underwriting" if provided in writing by the Underwriter. "Excluded Sections" of the Preliminary Official Statement shall also include the information permitted to be excluded from a preliminary official statement pursuant to Rule 15c2-12.

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

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

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

- (i) this Agreement,
- (ii) the Bond Resolution;
- (iii) any Continuing Disclosure Undertaking, if contained separately or in the Bond Resolution;
- (iv) the Tax Exemption Certificate and Agreement; and
- (v) the Escrow Agreement.

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

MSRB: Municipal Securities Rulemaking Board.

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

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

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

Preliminary Official Statement: Preliminary Official Statement dated December 2, 2020, relating to the Securities, together with all appendices or exhibits, any materials incorporated by reference therein and any amendments or supplements thereto.

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

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

Refunded Series 2011 Bonds: A portion of the outstanding South Dakota Board of Regents Housing and Auxiliary Facilities System Revenue Bonds, Series 2011, being refunded with proceeds of the Securities and as further described in the Official Statement.

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

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

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

SEC: Securities and Exchange Commission of the United States.

Securities or Series 2021 Bonds: The Securities identified in Section 1 on the first page of this Agreement, as more specifically described in Schedule I.

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

State: South Dakota.

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

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

Underwriter's Counsel: Golden Holley James LLC, Chicago, Illinois.

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

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

The Underwriter hereby offers to purchase all (but not less than all) of the Securities from,

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

4. Purchase of the Securities

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

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

5. Purchase Price

The Purchase Price of the Securities is \$_____ (representing the principal amount of the Securities, less an Underwriter's discount of \$_____, plus original issue premium of \$_____), plus accrued interest, if any, to the Closing Date. The Purchase Price shall be payable on the Closing Date by the Underwriter to or as directed by the Issuer by wire transfer in immediately available funds. In accordance with Section 18, the Underwriter also will be reimbursed for those out-of-pocket expenses described therein.

6. Public Offering

The Underwriter agrees to make a bona fide initial public offering of all the Securities in compliance with federal and state securities laws, at a price not in excess of the initial offering price set forth in Schedule I; *provided, however*, that, subject to the limits set forth in Section 14(c) hereof with respect to the hold-the-offering price rule (as defined in such section), the Underwriter may subsequently change such offering price or prices. The Underwriter agrees to notify the Issuer of such changes upon request from the Issuer if such changes occur prior to the Closing, but failure to so notify shall not invalidate such changes. The Underwriter may offer and sell the Securities to certain dealers (including dealers depositing the Securities into investment trusts) at prices lower than

the public offering prices. The Underwriter also reserves the right to (i) over-allot or effect transactions which stabilize or maintain the market price or prices of the Securities at levels above those which might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

7. Good Faith Deposit

No Good Faith Deposit will be delivered.

8. Official Statement

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

- (a) The Issuer, at its cost, shall provide, or cause to be provided, to the Underwriter within seven business days after the date of this Agreement (or within such shorter period as may be approved by the Underwriter or required by applicable rule) such number of copies of a final Official Statement as reasonably requested by the Underwriter, but in sufficient quantity to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and Rule G-32 and any other applicable rules of the SEC and the MSRB.
- (b) The Issuer authorizes the Underwriter to file, to the extent required by any applicable SEC or MSRB rule, and the Underwriter agrees to so file, the Official Statement with the MSRB or its designee. If an amended Official Statement is prepared during the “primary offering disclosure period,” and if required by any applicable SEC or MSRB rule, the Underwriter also shall make the required filings of the amended Official Statement. The Issuer shall provide the Underwriter with the information necessary to complete MSRB Form G-32 for all filings to be made under this Section 8.
- (c) The Preliminary Official Statement and the Official Statement may be delivered in printed and a “designated electronic format” as defined in Rule G-32 and as may be agreed by the Issuer and the Underwriter. If the Official Statement has been prepared in electronic form, the Issuer hereby confirms that it does not object to distribution of the Official Statement in electronic form.
- (d) The Issuer shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter. The Issuer covenants to notify the Underwriter promptly if, on or prior to the 25th day after the End of the Underwriting Period, (or such other period as may be agreed to by the Issuer and the Underwriter) any event shall occur, or information comes to the attention of the Issuer, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to

make the statements therein, in the light of the circumstances under which they were made, not misleading, and if in the opinion of the Underwriter such event requires the preparation and distribution of a supplement or amendment to the Official Statement, to prepare and furnish to the Underwriter, at the Issuer's expense, such number of copies of the supplement or amendment to the Official Statement, in (i) a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) a printed format form in substance mutually agreed upon by the Issuer and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing Date, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

9. Representations and Warranties

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

obligations of the Issuer enforceable in accordance with their terms; in all cases, except as the enforceability of this Agreement, the other Issuer Documents and the Securities may be limited by application of Creditors' Rights Laws.

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

AUXILIARY FACILITIES SYSTEM REVENUE BOND FUNDS FOR THE FISCAL YEARS ENDED JUNE 30, 2019 and 2018 (Unaudited)” present fairly the financial condition and results of operations for the System at the dates and for the periods specified. For the period June 30, 2019, to the date hereof, there has been no material adverse change in the financial position of the Board, any Institution or the System, (ii) no increase in the long-term debt of the Board or any Institution with respect to the System, (iii) no material loss or interference with the operation of the System from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, and (iv) no development involving a prospective material adverse change, in or affecting the general affairs, management, financial position or results of operations of any Institution and the System, except in all cases as the Official Statement discloses has occurred or may occur.

- (x) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, agency, public board or body, pending or, to the knowledge of the Issuer, threatened against the Issuer: (A) affecting the existence of the Issuer or the titles of its officers to their respective offices, (B) seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Securities or the pledge or collection by the Issuer of the Pledged Revenues and Income or the making of any other required deposits with respect to the Securities, (C) in any way contesting or affecting the validity or enforceability of, or the power or authority of the Issuer to issue, adopt or to enter into (as applicable), the Securities, the Bond Resolution or the Issuer Documents, (D) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, (E) except as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the Issuer or would result in any material adverse change in the ability of the Issuer to pledge or apply the Pledged Revenues and Income or to pay debt service on the Securities, or (F) contesting the status of the interest on the Securities as excludable from gross income for federal income tax purposes, in each case as described in the Official Statement.
- (xi) The Issuer has received all licenses, permits or other regulatory approvals required, if any, for the pledge, collection and/or application by the Issuer of the Pledged Revenues and Income and the Issuer is not in material default, and no event has occurred which would constitute or result in a material default, under any such licenses, permits or approvals.
- (xii) If required in accordance with Rule 15c2-12, the Issuer has entered or will enter into the Continuing Disclosure Undertaking and, unless otherwise described in the Official Statement or set forth below, the Issuer has not failed during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.
- (xiii) The Bond Resolution, the Issuer Documents and the Securities conform to the description thereof contained in the Official Statement.

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

(b) Covenants of the Issuer.

The Issuer hereby covenants with the Underwriter that:

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

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

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

10. [Reserved]

11. Rating

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

12. Closing

- (a) The delivery of and payment for the Securities shall be the "Closing" for the Securities and shall occur at or prior to 1:00 p.m., New York City time, on the Closing Date, or at such other time or on such other date as may be mutually agreed by the Underwriter and the Issuer. The Closing shall be held virtually. At the Closing, the Issuer shall deliver or cause to be delivered the Securities to DTC on behalf of the Underwriter, as further described in paragraph (b) below. The Securities shall be delivered in definitive form, duly executed by the Issuer and authenticated by the Registrar or Paying Agent, together with the other documents identified in Section 13. Subject to satisfaction of the conditions contained in this Agreement, the Underwriter will accept delivery of the Securities as described above and pay the Purchase Price, plus accrued interest, if any, on the Securities from their dated date to, but not including, the Closing Date, in immediately available funds, payable to the order of the Issuer.
- (b) Delivery of the definitive Securities shall be made through the facilities of DTC's book-entry-only system in New York, New York, or at such other location as may be designated by the Underwriter prior to the Closing. The Securities will be delivered as fully-registered bonds, bearing CUSIP numbers, with a single bond for each maturity of each series of the Securities (or, if so provided in Schedule I, for each separate interest rate within a maturity), and registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Securities.

13. Closing Conditions

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

- (i) The approving opinion of Bond Counsel, addressed to the Issuer, along with a reliance letter addressed to the Underwriter, dated the Closing Date, and in substantially the form included as an appendix to the Official Statement.
- (ii) The supplemental opinion of Bond Counsel, addressed to the Underwriter and the Issuer, dated the Closing Date, to the effect that:
 - (A) this Agreement has been duly authorized, executed and delivered by the Issuer and constitutes the legal, valid and binding agreement of the Issuer, enforceable against the Issuer in accordance with its terms, except as such enforceability may be limited by Creditors' Rights Laws; and
 - (B) the Securities are exempt from registration pursuant to the Securities Act and the Bond Resolution and any related trust indenture are

exempt from qualification as an indenture pursuant to the Trust Indenture Act.

- (iii) A negative assurances letter of Bond Counsel to the effect that the statements and information contained in the Official Statement, as of its date and as of the date of such opinion, relating to the Securities, the security and sources of payment for the Securities and the tax status of the Securities fairly and accurately summarize the provisions of the documents or matters of law indicated therein, as of such dates, and the statements describing the Bond Resolution and the Issuer Documents contained in the Official Statement, as of its date and as of the date of such opinion, fairly and accurately summarize the provisions of such documents purported to be summarized as of such dates;
- (iv) The opinion of Issuer's Counsel addressed to the Underwriter and the Issuer, dated the Closing Date, in the form attached hereto as Exhibit A.
- (v) The opinion of Underwriter's Counsel, addressed to the Underwriter, dated the Closing Date, to the effect that: (A) the Securities are exempt from registration under the Securities Act and the Bond Resolution and any related trust indenture are exempt from qualification under the Trust Indenture Act and (B) the Continuing Disclosure Undertaking meets the requirements of Rule 15c2-1 2. In addition, such counsel shall state in its letter containing the foregoing opinion or in a separate letter addressed to the Underwriter to the effect that, without having undertaken to determine independently, or to assume responsibility for, the accuracy, completeness or fairness thereof, and based solely on their participation in meetings and telephone conferences at which representatives of the Issuer, Bond Counsel and the Underwriter were at various times present, nothing has come to the attention of such counsel that would lead them to believe that the information and statements in the Preliminary Official Statement as of its date and the Official Statement, as of its date and as of the date of such letter, contained or contain any untrue statement of a material fact or omitted or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, no view need be expressed as to the financial statements of the Issuer, any other financial, forecast, technical or statistical data, and any information in the Preliminary Official Statement as of its date and the Official Statement respecting DTC.
- (vi) A certificate dated the Closing Date of an authorized officer of the Issuer to the effect that:
 - (A) the representations and warranties of the Issuer contained in this Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date;
 - (B) the Issuer has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing; no event affecting the Issuer has occurred since the date of the

Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date any statement or information contained in the Preliminary Official Statement or the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect; and

- (C) there is no action, suit, proceeding or investigation before or by any court or public board or body pending or threatened against the Issuer to restrain or enjoin the issuance, execution or delivery of the Securities or in any manner questioning the proceedings or authority for the issuance of the Securities or affecting directly or indirectly the validity of the Securities or of any provisions made or authorized for their payment or contesting the existence of the Issuer or the title of any of its officers to their respective offices.
- (vii) Written evidence that the rating(s) on the Securities by the applicable rating services, as set forth in Section 11, are in effect as of the Closing Date.
- (viii) A tax certificate or tax regulatory agreement, executed by a duly authorized officer of the Issuer, in form and substance satisfactory to Bond Counsel, setting forth, among other things, in the manner permitted by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the reasonable expectations of the Issuer as of the Closing Date as to the use of proceeds of the Securities and of any other funds of the Issuer expected to be used to pay debt service on the Securities and the facts and estimates on which such expectations are based, and stating that, to the best of knowledge and belief of such certifying officer, the expectations set forth therein are reasonable.
- (ix) An Information Return for Tax-Exempt Bond Issues (Internal Revenue Service Form 8038-G), in a form satisfactory to Bond Counsel for filing, executed by a duly authorized officer of the Issuer.
- (x) A copy of the Blanket Letter of Representations to DTC from the Board.
- (xi) True and complete copies of the Bond Resolution and the Issuer Documents, and all opinions, certificates and other documents delivered under the Bond Resolution and the Issuer Documents.
- (xii) [Reserved].
- (xiii) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or Bond Counsel reasonably may request, in form and substance satisfactory to the Underwriter or Bond Counsel, as the case may be, to evidence (A) compliance by the Issuer with legal requirements reasonably relating to the transactions contemplated by the Official Statement and this Agreement, (B) the truth and completeness, as of the date thereof, of the statements and information contained in the Preliminary Official Statement, (C) the truth and completeness, as of the date thereof and as of the time of the Closing, of the statements and

information contained in the Official Statement, (D) the truth and completeness, as of the time of the Closing, of the representations and warranties of the Issuer contained in this Agreement and the certificates and other documents referred to in this Agreement, and (E) the due performance or satisfaction by the Issuer at or prior to the Closing of all agreements then to be satisfied.

14. Establishment of Issue Price

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

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

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

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

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

(D) The Underwriter confirms that:

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

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

the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing the issue price of the Securities, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Securities.

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

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

15. Accountants’ Letter

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

16. No Indemnification; Limitation of Liability

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

17. Termination

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

- (a) the market price or marketability of the Securities, or the ability of the Underwriter to enforce contracts for the sale of the Securities, shall be materially adversely affected by any of the following events:
 - (i) any legislative, executive or regulatory action or any court decision which, in the judgment of the Underwriter, casts sufficient doubt on the legality of, or the exclusion from gross income for federal income tax purposes of interest on obligations such as, the Securities, so as to materially impair the marketability or lower the market price of such obligations or otherwise make it impracticable or inadvisable to proceed with the offering or delivery of the Securities on the terms and in the manner contemplated in this Agreement and the Official Statement; or
 - (ii) (1) An outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere; or
 - (iii) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or
 - (iv) legislative action shall have been taken by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, which in the judgment of the Underwriter, results in any obligations of the general character of the Securities, the Bond Resolution or the Issuer Documents, or any comparable securities of the Issuer, not being exempt from the registration, qualification or other requirements of the Securities Act or the Trust Indenture Act or otherwise, or would be in violation of any provision of the federal securities laws; or
 - (v) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Issuer shall have occurred; or
 - (vi) any rating on securities of the Issuer which are secured by a pledge or application of the Pledged Revenues and Income on a parity with the Securities is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

- (vii) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Securities or the ability of the Underwriter to enforce contracts for the sale of the Securities; or
- (b) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or
- (c) a material disruption in securities settlement, payment or clearance services affecting the Securities shall have occurred; or
- (d) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or
- (e) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Securities, including the underlying obligations as contemplated by this Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Securities, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act.

Upon the occurrence of a Termination Event and the termination of this Agreement by the Underwriter, all obligations of the Issuer and the Underwriter under this Agreement shall terminate, without further liability except that the Issuer and the Underwriter shall pay their respective expenses as set forth in Section 18.

18. Payment of Expenses

- (a) The Underwriter shall be under no obligation to pay, and the Issuer shall pay from available funds or direct the Registrar under the Bond Resolution and the Issuer Documents to pay from the proceeds of the Securities (to the extent permitted under applicable law) or from other funds of the Issuer, all expenses that are incidental to the performance of the Issuer's obligations under this Agreement, including but not limited to: all expenses in connection with the printing of the Preliminary Official Statement, the Official Statement and any amendment or supplement to either; all expenses in connection with the printing, issuance and delivery of the Securities; the fees and expenses of Bond Counsel, Issuer's Counsel and Underwriter's Counsel; the fees and expenses of the Issuer's financial advisors, Accountants, any

verification consultant and all other consultants; the fees and disbursements of any Registrar, any Paying Agent and any escrow agent, and their respective counsel; all expenses in connection with obtaining a rating or ratings for the Securities; all expenses of the Issuer in connection with the preparation, printing, execution and delivery, and any recording or filing, of the Bond Resolution, any Issuer Document or any other instrument; the Issuer's administrative fees; all fees and expenses in connection with any interest rate swap agreement and related transactions; and all other expenses and costs of the Issuer incident to its obligations in connection with the authorization, issuance, sale and distribution of the Securities. Unless the Issuer and the Underwriter otherwise agree, the Issuer shall pay for all incidental costs (including, but not limited to, transportation, lodging, meals and entertainment of Issuer personnel) incurred by or on behalf of the Issuer in connection with the marketing, issuance and delivery of the Securities.

- (b) The Underwriter shall pay the costs of qualifying the Securities for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Securities, and all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Securities.

19. Notices

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

20. Governing Law

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

21. Miscellaneous

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

unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

22. Counterparts

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

23. Signatures

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

ACCEPTED AND AGREED:

ISSUER:

SOUTH DAKOTA BOARD OF REGENTS

By: _____

Name: _____

Title: _____

*EXECUTION PAGE TO BOND PURCHASE
AGREEMENT*

UNDERWRITER:

PIPER SANDLER & CO.

By: _____

Name: _____

Title: _____

*EXECUTION PAGE TO BOND PURCHASE
AGREEMENT*

Schedule I

Terms of the Securities**Maturities, Principal Amounts, Interest Rates, Prices and CUSIPs****South Dakota Board of Regents**

\$ _____

**Housing and Auxiliary Facilities System
Refunding Revenue Bonds, Series 2021**

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

Optional Redemption of Series 2021 Bonds

The Series 2021 Bonds maturing on or after April 1, 2031, are subject to redemption prior to maturity at the option of the Board in whole or in part (in integral multiples of \$5,000), in any order of maturity as determined by the Board, on any date occurring on or after April 1, 2030, at a price equal to the principal amount of Series 2021 Bonds to be redeemed plus accrued interest to the date of redemption.

Exhibit A

Legal Opinion of Issuer's Counsel

January 14, 2021

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

Ladies and Gentlemen:

I am counsel for the South Dakota Board of Regents (the "Board"). As such, I am familiar with the proceedings of the Board in connection with the issuance by the Board of its \$_____ Housing and Auxiliary Facilities System Refunding Revenue Bonds, Series 2021 (the "Bonds"), and in connection with the issuance of the Bonds, I have examined (i) an Amended and Restated Bond Resolution adopted on October 21, 2004, as supplemented and amended by the First Supplemental Revenue Bond Resolution adopted by the Board on December 6, 2005 (as amended), a Second Supplemental System Revenue Bond Resolution adopted by the Board on November 22, 2006 (as amended), a Third Supplemental System Revenue Bond Resolution adopted by the Board on December 13, 2007 (as amended), a Fourth Supplemental System Revenue Bond Resolution adopted by the Board on March 29, 2008 (as amended), a Fifth Supplemental System Revenue Bond Resolution adopted by the Board on October 22, 2008 (as amended), a Sixth Supplemental System Revenue Bond Resolution adopted by the Board on May 21, 2009 (as amended), a Seventh Supplemental System Revenue Bond Resolution adopted by the Board on October 12, 2011 (as amended), an Eighth Supplemental System Revenue Bond Resolution adopted by the Board on December 12, 2012, an Amended and Restated Ninth Supplemental System Revenue Bond Resolution adopted by the Board on December 4, 2013 (as amended), a Tenth Supplemental System Revenue Bond Resolution adopted by the Board on August 14, 2014, an Eleventh Supplemental System Revenue Bond Resolution adopted by the Board on December 2, 2015, a Twelfth Supplemental System Revenue Bond Resolution adopted by the Board on December 7, 2016, a Thirteenth Supplemental System Bond Resolution adopted by the Board on December 6, 2017, a Fourteenth Supplemental System Bond Resolution adopted by the Board on December 11, 2019, a Fifteenth Supplemental System Bond Resolution adopted by the Board on December 9, 2020 and as hereafter supplemented and amended (collectively, the "Bond Resolution"), (ii) the Bond Purchase Agreement dated December 10, 2020 (the "Bond Purchase Agreement"), between the Board and Piper Sandler & Co. (the "Underwriter"), (iii) the Preliminary Official Statement of the Board relating to the Bonds dated December 2, 2020 (the "Preliminary Official Statement"), (iv) the Final Official Statement of the Board relating to the Bonds dated December 10, 2020 (the "Final Official Statement"), (v) the Escrow Agreement dated January 14, 2021 between the Board and First Bank & Trust, Brookings, South Dakota, as escrow agent, and (vi) the Continuing Disclosure Agreement dated January 14, 2021 (the "Continuing Disclosure Agreement").

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

1. The Board is a duly organized and validly existing body corporate and politic under the laws of the State of South Dakota.
2. The Bond Resolution has been duly adopted by the Board, has not been amended,

modified, supplemented or repealed, and remains in full force and effect. The Board has duly authorized the execution, delivery and due performance of the Bond Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Agreement and the Final Official Statement and the Bonds and the taking of any action as may be required on the part of the Board to consummate the transactions contemplated therein. Except as may be required under the securities laws of any state, there is no consent, approval, authorization or other order of, filing with, registration with, or certification by, any regulatory authority having jurisdiction over the Board and no election or referendum of or by any person, organization or public body whatsoever required in connection with any of the foregoing actions. There are no provisions of South Dakota law which would allow, as of the date hereof or any date subsequent hereto, any public vote or referendum, the results of which could invalidate the Bond Resolution, or invalidate, limit or condition the obligations of the Board undertaken in the Bond Purchase Agreement or in connection with the transactions contemplated thereby.

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

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

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

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

7. No action, suit, inquiry, investigation or proceeding, at law or in equity, to which

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

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

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

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

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

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

(f) with respect to the establishing of rents, fees, charges and admissions for the System (as defined in the Bond Resolution), or

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

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

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

Very truly yours,

Exhibit B
Form of Issue Price Certificate

CERTIFICATE OF PURCHASER

The undersigned, on behalf of Piper Sandler & Co. (the “*Purchaser*”), hereby certifies as set forth below with respect to the sale and issuance of the \$ _____ Housing and Auxiliary Facilities System Refunding Revenue Bonds, Series 2021 (the “*Bonds*”), issued by the South Dakota Board of Regents (the “*Issuer*”).

I. General

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

II. Price

General Rule Only, All Maturities Sold by Closing

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

General Rule Only, Not all Maturities Sold

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

2. Expected First Sale Price.

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

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

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

All Maturities use Hold the Offer Price

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

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

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

Some Maturities Use Hold the Offer Price

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

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

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

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

III. Defined Terms

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

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

[3. *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (said fifth business day being December ___, 2020), or (ii) the date on which the Purchaser has sold

at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

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

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

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

7. *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is December ___, 2020.

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

IV. Representations

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in its documents and with respect to compliance with the federal income tax rules affecting the Bonds, and by Chapman and Cutler LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds.

IN WITNESS WHEREOF, I hereunto affix my signature, this 14th day of January, 2020.

PIPER SANDLER & CO.

By: _____

Title: _____

DRAFT DATED DECEMBER 2, 2020

ESCROW AGREEMENT

dated January 14, 2021

between

SOUTH DAKOTA BOARD OF REGENTS

and

FIRST BANK & TRUST, as Escrow Agent

\$_____

SOUTH DAKOTA BOARD OF REGENTS
HOUSING AND AUXILIARY FACILITIES SYSTEM REVENUE BONDS,
SERIES 2011

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ESCROW AGREEMENT

This Escrow Agreement is dated January 14, 2021 (this “*Agreement*”), between the South Dakota Board of Regents (the “*Board*”), and First Bank & Trust, Brookings, South Dakota (the “*Escrow Agent*”), not individually, but in the capacity as hereinafter described, in consideration of the mutual promises and agreements herein set forth:

WITNESSETH:

ARTICLE I

DEFINITIONS

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

“*Bond Registrar*” means First Bank & Trust, Brookings, South Dakota, as bond registrar and paying agent for the Series 2011 Bonds, or any successor thereto.

“*Bond Resolution*” means the Amended and Restated Bond Resolution adopted by the Board on October 21, 2004, as amended and supplemented, providing for the issuance of the Series 2011 Bonds and the Series 2021 Bonds.

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

“*Escrow Fund*” means the trust fund created under the Fifteenth Supplemental Bond Resolution and held by the Escrow Agent pursuant to this Agreement.

“*Fifteenth Supplemental Bond Resolution*” means the Fifteenth Supplemental System Revenue Bond Resolution System Revenue Bond Resolution adopted by the Board on December 9, 2020.

“*Government Securities*” means the non-callable direct obligations of or non-callable obligations guaranteed by the full faith and credit of the United States of America as to principal and interest purchased pursuant to Section 3.02.

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

“*Redemption Price*” means the principal and accrued interest due on the Refunded Bonds on the Redemption Date.

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

\$43,905,000 Housing and Auxiliary Facilities System Revenue Bonds, Series 2011, dated November 17, 2011, being the SDSU portion of a portion of the bonds outstanding from an issue in the principal amount of \$63,480,000, fully registered and without coupons, due on April 1 of the years, in the principal amounts and bearing interest at the interest rates as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT (\$)	INTEREST RATE (%)
2022	2,085,000	5.000
2023	2,190,000	5.000
2024	2,300,000	5.000
2025	2,415,000	3.625
2026	2,505,000	3.750
2027	2,600,000	5.000
2028	2,730,000	5.000
2029	2,865,000	5.000
2030	3,005,000	5.000
2031	3,155,000	5.000
2033	6,770,000	4.250
2036	11,285,000	4.375

“SDSU” means South Dakota State University.

“*Series 2011 Bonds*” means the Board’s Housing and Auxiliary Facilities System Revenue Bonds, Series 2011.

“*Series 2021 Bonds*” means the Housing and Auxiliary Facilities System Refunding Revenue Bonds, Series 2021, of the Board.

ARTICLE II

CREATION OF ESCROW

Section 2.01. The Board by the Bond Resolution has authorized the issuance and delivery of the Series 2021 Bonds, certain proceeds of which, together with funds of the Board on hand and legally available for such purpose, are to be used to refund the Refunded Bonds by the deposit with the Escrow Agent of moneys sufficient to provide for all moneys necessary to pay the Redemption Price on the Redemption Date.

Section 2.02. The Board hereby deposits \$43,905,000.00 from the proceeds of the Series 2021 Bonds for the payment of the principal of the Refunded Bonds upon redemption thereof, and \$1,004,712.50 from lawfully available funds of the Board (collectively, the “*Deposit*”) for the payment of accrued interest due on the Refunded Bonds upon redemption thereof. The Deposit is held in an irrevocable trust fund account for the Board to the exclusive benefit of the registered owners of the Refunded Bonds to pay the Redemption Price on the Redemption Date.

ARTICLE III

COVENANTS OF ESCROW AGENT

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

Section 3.01. The Escrow Agent will hold the Deposit and any interest, income or profit derived therefrom in an irrevocable segregated and separate trust fund account for the sole and exclusive benefit of the holders of the Refunded Bonds until final payment thereof.

Section 3.02. The Escrow Agent is permitted, at the direction of the Board, to invest the Deposit from time to time. Investments so made shall be in Government Securities and shall be scheduled to mature on or prior to the Redemption Date. Such investments shall, to the extent possible, be in obligations issued directly by the Bureau of Fiscal Service of the United States Treasury (currently designated “*U. S. Treasury Securities—State and Local Government Series Certificates of Indebtedness, Notes or Bonds*”) (“*SLGS*”). Such investments shall be made only to the extent permitted by, and shall be made in accordance with, the applicable statutes, rules and regulations governing such investments issued by the Bureau of Fiscal Service. The Escrow Agent expressly recognizes that under current regulations all SLGS must be subscribed for not less than 5 days (7 days for amounts of \$10,000,000 or more) nor more than 60 days prior to date of issuance. The Escrow Agent shall hold balances not so invested in the Escrow Fund on demand in trust for the purposes hereof and shall secure same in accordance with applicable South Dakota law for the securing of public funds.

Section 3.03. The Escrow Agent, as Bond Registrar, will promptly apply the Deposit to the payment of the Redemption Price on the Redemption Date, and such payment shall fully release and discharge the Escrow Agent from any further duty or obligation thereto under this Agreement.

Section 3.04. The Escrow Agent will make no payment of fees, charges or expenses due or to become due, of the Bond Registrar or the bond registrar and paying agent on the Bonds, and the Board either paid such fees, charges and expenses in advance as set forth in Section 3.05 hereof or covenants to pay the same as they become due.

Section 3.05. The charges, fees and expenses of the Escrow Agent (other than any charges, fees and expenses incurred pursuant to Section 3.06 hereof) have been paid in advance, and all charges, fees or expenses of the Escrow Agent in carrying out any of the duties, terms or provisions of this Agreement shall be paid solely therefrom. The Escrow Agent is also providing bond registrar and paying agent services for the Series 2021 Bonds, and the acceptance fee and first annual fee of the Escrow Agent for such bond registrar and paying agent services have been paid in advance, and all remaining charges, fees or expenses of the Escrow Agent for such services shall be paid by the Board upon receipt of invoices therefor. The amounts in the Escrow Fund shall be used solely for the payment of the Redemption Price. Any amounts remaining in the Escrow Fund after the payment of the Redemption Price shall be transferred as set forth in Article VIII hereof.

Section 3.06. The Board will call the Refunded Bonds for redemption on the Redemption Date, and on the Redemption Date hereby directs the Escrow Agent to transfer to the Bond Registrar amounts sufficient to pay the Redemption Price on the Redemption Date. The Escrow Agent, as Bond Registrar, will provide for and give timely notice of the call for redemption of the Refunded Bonds. The form of the notice of redemption is attached hereto as *Exhibit A*. Notice of such redemption shall be given by mailing a copy of the redemption notice by first class mail at least 30 days prior to the Redemption Date to The Depository Trust Company. The Board shall reimburse the Bond Registrar for any actual out of pocket expenses incurred in the giving of such notice, but the failure of the Board to make such payment shall not in any respect whatsoever relieve the Escrow Agent from carrying out any of the duties, terms or provisions of this Agreement.

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

Section 3.07. The Escrow Agent has all the powers and duties herein set forth with no liability in connection with any act or omission to act hereunder, except for its own negligence or willful breach of trust, and shall be under no obligation to institute any suit or action or other proceeding under this Agreement or to enter any appearance in any suit, action or proceeding in which it may be defendant or to take any steps in the enforcement of its, or any, rights and powers hereunder, nor shall be deemed to have failed to take any such action, unless and until it shall have been indemnified by the Board to its satisfaction against any and all costs and expenses, outlays, counsel fees and other disbursements, including its own reasonable fees, and if any judgment, decree or recovery be obtained by the Escrow Agent, payment of all sums due it, as aforesaid, shall be a first charge against the amount of any such judgment, decree or recovery.

Section 3.08. The Escrow Agent may in good faith buy, sell or hold and deal in any of the Series 2021 Bonds or the Refunded Bonds.

Section 3.09. If at any time it shall appear to the Escrow Agent that the available proceeds of the Deposit in the Escrow Fund will not be sufficient to pay the Redemption Price, the Escrow Agent shall notify the Board, not less than five days prior to such date, and the Board agrees that it will from any funds legally available for such purpose make up the anticipated deficit so that no default in the making of any such payment will occur.

Section 3.10. Upon the execution and delivery of this Agreement, the Refunded Bonds shall cease to be entitled to any lien, benefit or security under the Bond Resolution. The liability of the Board in respect to the Refunded Bonds shall continue, but the owners thereof shall

thereafter be entitled to payment only out of the moneys deposited with the Escrow Agent hereunder.

ARTICLE IV

COVENANTS OF THE BOARD

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

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

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

Section 4.03. The Board will take no action regarding the proceeds of the Series 2021 Bonds which would cause the Series 2021 Bonds to be classified as “arbitrage bonds” under the Code, and the Board will take any and all further action necessary to ensure that adequate provision is made for the payment of the Refunded Bonds and that neither the Refunded Bonds nor the Series 2021 Bonds are classified as “arbitrage bonds” under the Code.

ARTICLE V

AMENDMENTS, REINVESTMENT OF FUNDS, IRREVOCABILITY OF AGREEMENT

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

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

Section 5.03. This Agreement may be amended or supplemented (any such amendment or supplement to be referred to as a “*Subsequent Action*”), upon submission to the Escrow Agent of each of the following:

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

(2) An opinion of nationally recognized bond counsel or tax counsel nationally recognized as having an expertise in the area of tax-exempt municipal bonds that the Subsequent Action has been duly authorized by the Board and will not adversely affect the tax-exempt status of the interest on the Refunded Bonds nor violate the covenants of the Board not to cause the Refunded Bonds to become “arbitrage bonds” under the Code, and that the Subsequent Action does not materially adversely affect the legal rights of the holders of the Series 2011 Bonds or the Refunded Bonds.

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

ARTICLE VI

MERGER, CONSOLIDATION, RESIGNATION OR REMOVAL OF ESCROW AGENT

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

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

Article, and such removal shall take effect upon the appointment of such successor escrow agent by the Board.

ARTICLE VII

NOTICES TO THE BOARD AND THE ESCROW AGENT

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

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

ARTICLE VIII

TERMINATION OF AGREEMENT

Upon final disbursement of funds sufficient to pay the Redemption Price as hereinabove provided for, the Escrow Agent will transfer any balance remaining in the Escrow Fund to the Board for deposit in the Series 2021 SDSU Bond and Interest Subaccount under the Bond Resolution, in such amount as directed by the Executive Director of the Board, and thereupon this Agreement shall terminate.

ARTICLE IX

EXECUTION IN COUNTERPARTS

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

IN WITNESS WHEREOF, the South Dakota Board of Regents has caused this Agreement to be signed in its name by its President and to be attested by its Executive Director under its corporate seal hereunto affixed; and First Bank & Trust, not individually, but in the capacity as hereinabove described, has caused this Agreement to be signed in its corporate name by one of its officers, all this ____ day of January, 2021.

SOUTH DAKOTA BOARD OF REGENTS

By _____
President

ATTEST:

Executive Director

[SEAL]

FIRST BANK & TRUST, BROOKINGS, SOUTH
DAKOTA

By _____
Its _____

EXHIBIT A**NOTICE OF REDEMPTION TO THE OWNERS OF**

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

Dated: November 17, 2011

<u>DUE</u> <u>APRIL 1</u>	<u>PRINCIPAL</u> <u>AMOUNT</u> <u>OUTSTANDING (\$)</u>	<u>PRINCIPAL</u> <u>AMOUNT REDEEMED (\$)</u>	<u>INTEREST</u> <u>RATE (%)</u>	<u>CUSIP*</u> <u>NUMBER (837542)</u>
2022	2,085,000	2,085,000	5.000	DB2
2023	2,190,000	2,190,000	5.000	DC0
2024	2,300,000	2,300,000	5.000	DD8
2025	2,415,000	2,415,000	3.625	DE6
2026	2,505,000	2,505,000	3.750	DF3
2027	2,600,000	2,600,000	5.000	DG1
2028	2,730,000	2,730,000	5.000	DH9
2029	2,865,000	2,865,000	5.000	DJ5
2030	3,005,000	3,005,000	5.000	DK2
2031	3,155,000	3,155,000	5.000	DL0
2033	6,770,000	6,770,000	4.250	DP1
2036	11,285,000	11,285,000	4.375	DM8

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

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

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

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

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

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

SOUTH DAKOTA BOARD OF REGENTS

By: FIRST BANK & TRUST, as Bond Registrar

Date: _____, 2021

PRELIMINARY OFFICIAL STATEMENT DATED DECEMBER 2, 2020**New Issue—Book-Entry Only****Rating: Moody's: "Aa3"
See "Bond Rating" herein.**

Subject to compliance by the Board with certain covenants, in the opinion of Chapman and Cutler LLP, Bond Counsel, under present law, interest on the Series 2021 Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax for individuals. See "TAX MATTERS" for a more complete discussion.

**\$38,065,000***

SOUTH DAKOTA BOARD OF REGENTS
Housing and Auxiliary Facilities System
Refunding Revenue Bonds, Series 2021

Dated: Date of Delivery**Due: April 1, as shown on the inside cover**

The Housing and Auxiliary Facilities System Refunding Revenue Bonds, Series 2021 (the "Series 2021 Bonds") will be issued as fully registered bonds and will be registered in the name of Cede & Co., the nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Series 2021 Bonds. Payments of principal of and interest on the Series 2021 Bonds will be made to purchasers by DTC through its participants. See "BOOK ENTRY PROVISIONS." Purchases will be made in book-entry form through DTC participants only in \$5,000 denominations or integral multiples thereof. No physical delivery of the Series 2021 Bonds will be made to purchasers.

The Series 2021 Bonds will mature on the dates and will bear interest at the rates shown on the inside front cover. Interest on the Series 2021 Bonds will be payable semi-annually on April 1 and October 1, commencing October 1, 2021. The Series 2021 Bonds are subject to redemption prior to maturity as provided herein. First Bank & Trust, Brookings, South Dakota, will serve as the bond registrar and paying agent (the "Bond Registrar") for the Series 2021 Bonds.

The Series 2021 Bonds are being issued by the South Dakota Board of Regents (the "Board") under the authority of the Board of Regents Revenue Bond Act of 1971, as amended (the "Act") and an Amended and Restated Bond Resolution dated October 21, 2004, as amended and supplemented from time to time thereafter, including a Fifteenth Supplemental System Revenue Bond Resolution adopted by the Board on December 9, 2020 (the "Bond Resolution").

The proceeds from the sale of the Series 2021 Bonds, together with lawfully available funds of the Board, will be used for the purpose of (i) refunding the South Dakota State University ("SDSU") portion of the Board's Housing and Auxiliary Facilities System Revenue Bonds, Series 2011, maturing on and after April 1, 2022, and (ii) paying the costs of issuance of the Series 2021 Bonds. See "FINANCING PLAN" herein.

The Series 2021 Bonds are payable solely from and secured by a pledge of certain net revenues of the Housing and Auxiliary Facilities System of SDSU and certain other net revenues and funds which have been authorized or pledged by the Board for payment of the Series 2021 Bonds under the Act and the Bond Resolution.

THE SERIES 2021 BONDS ARE OBLIGATIONS OF THE BOARD PAYABLE ONLY IN ACCORDANCE WITH THE TERMS THEREOF AND ARE NOT OBLIGATIONS GENERAL, SPECIAL, OR OTHERWISE, OF THE STATE OF SOUTH DAKOTA. THE SERIES 2021 BONDS DO NOT CONSTITUTE A DEBT, LEGAL OR MORAL, OF THE STATE OF SOUTH DAKOTA, AND ARE NOT ENFORCEABLE AGAINST THE STATE, NOR WILL PAYMENT THEREOF BE ENFORCEABLE OUT OF ANY FUNDS OF THE BOARD, OR OF ANY INSTITUTION (AS DEFINED HEREIN), OTHER THAN THE INCOME AND REVENUES PLEDGED AND ASSIGNED TO, OR IN TRUST FOR THE BENEFIT OF, THE BONDHOLDERS.

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES AND CUSIPs
 SEE INSIDE FRONT COVER

The Series 2021 Bonds are offered when, as and if issued by the Board and received by the Underwriter, subject to prior sale, to withdrawal or modification of the offer without notice, to the approval of legality by Chapman and Cutler LLP, Chicago, Illinois, Bond Counsel, and certain other conditions. Certain legal matters will be subject to the approval of Nathan D. Lukkes, counsel to the Board, and certain matters will be passed upon for the Underwriter by its counsel, Golden Holley James LLP, Chicago, Illinois. Delivery of the Series 2021 Bonds through the facilities of DTC in New York, New York, is expected to be made on or about January 14, 2021.

PIPER | SANDLER

The date of this Official Statement is December __, 2020

* Preliminary; subject to change.

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES AND CUSIPS[†]**SOUTH DAKOTA BOARD OF REGENTS****\$38,065,000*****Housing and Auxiliary Facilities System****Refunding Revenue Bonds, Series 2021**

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

[†] Copyright 2020, American Bankers Association. CUSIP data herein is provided by CUSIP Global Services which is managed on behalf of the American Bankers Association by S&P Capital IQ, a part of McGraw-Hill Financial. The CUSIP numbers listed are being provided solely for the convenience of the bondholders only at the time of sale of the Series 2021 Bonds and the Board does not make any representation with respect to such numbers or undertake any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to change after the sale of the Series 2021 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2021 Bonds.

* Preliminary; subject to change.

Members of the South Dakota Board of Regents

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

Officers of the Board of Regents

John W. Bastian, President
 Jim Morgan, Vice President
 Pam Roberts, Secretary
 Brian Maher, Executive Director
 Heather Forney, Vice-President of Finance and Administration

Principal Administrative Officers of the System Component Institutions

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

Counsel to Board of Regents

Nathan D. Lukkes

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REGARDING USE OF THIS OFFICIAL STATEMENT

This Official Statement does not constitute an offering of any security other than the Series 2021 Bonds. No dealer, broker, salesman or other person has been authorized by the Board or the Underwriter to give any information or to make any representations with respect to the Series 2021 Bonds, other than those contained in this Official Statement, and if given or made, such other information or representation may not be relied upon or deemed to have been authorized by any of the foregoing named parties. This Official Statement does not constitute an offer to sell or the solicitation of any offer to buy nor shall there be any sale of the Series 2021 Bonds by a person in any jurisdiction in which it is unlawful to make such offer, solicitation or sale.

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

The information and descriptions in this Official Statement and expressions of opinion are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances create any implication that there has been no change in the affairs of the Board or any of the Institutions (as defined herein) or the information contained herein since the date hereof. Statements regarding specified documents, including the Series 2021 Bonds, are summaries of, and are subject to, the detailed provisions of such documents and are qualified in their entirety by reference to each document, copies of which will be on file with the Board and will be furnished on request. Until the issuance and delivery of the Series 2021 Bonds offered hereby, copies of the Bond Resolution may be obtained from the Underwriter.

This Official Statement includes forecasts, projections and estimates that are based on expectations and assumptions which existed at the time such forecasts, projections and estimates were prepared. In light of the important factors that may materially affect the Institutions' enrollments, operations and financial condition, the inclusion in this Official Statement of such forecasts, projections and estimates should not be regarded as a representation by the Board that such forecasts, projections and estimates will occur. Such forecasts, projections and estimates are not intended as representations of fact or guarantees of results.

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

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

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2021 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE SERIES 2021 BONDS TO CERTAIN DEALERS AND DEALER BANKS AND BANKS ACTING AS AGENTS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

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

THE SERIES 2021 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE BOND RESOLUTION RELATING TO THE SERIES 2021 BONDS HAS NOT BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2021 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF LAW OF THE STATES IN WHICH SERIES 2021 BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF.

SUMMARY STATEMENT

This Summary Statement is subject in all respects to more complete information contained herein. The offering of the Series 2021 Bonds to potential investors is made only by means of this Official Statement (this "Official Statement"). No person is authorized to detach this Summary Statement from this Official Statement or to otherwise use it without this entire Official Statement.

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

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

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

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

Purpose of Issue. The proceeds from the sale of the Series 2021 Bonds, together with lawfully available funds of the Board, will be used for the purpose of (i) refunding the SDSU portion of the Board's Housing and Auxiliary Facilities System Revenue Bonds, Series 2011, maturing on and after April 1, 2022, and (ii) paying the costs of issuance of the Series 2021 Bonds. See "FINANCING PLAN".

The Bond Resolution. The Series 2021 Bonds will be issued pursuant to the amended and restated bond resolution of the Board adopted on October 21, 2004, as supplemented from time to time thereafter, including a Fifteenth Supplemental System Revenue Bond Resolution adopted by the Board on December 9, 2020, and as hereafter supplemented and amended (the "*Bond Resolution*").

Security and Source of Payment. The Series 2021 Bonds will be payable from and secured by a pledge of and lien on the following sources in the following order of priority:

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

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

THE SERIES 2021 BONDS ARE OBLIGATIONS OF THE SOUTH DAKOTA BOARD OF REGENTS PAYABLE ONLY IN ACCORDANCE WITH THE TERMS THEREOF AND ARE NOT OBLIGATIONS GENERAL, SPECIAL, OR OTHERWISE, OF THE STATE OF SOUTH DAKOTA. THE SERIES 2021 BONDS DO NOT CONSTITUTE A DEBT, LEGAL OR MORAL, OF THE STATE OF SOUTH DAKOTA, AND ARE NOT ENFORCEABLE AGAINST THE STATE, NOR WILL PAYMENT THEREOF BE ENFORCEABLE OUT OF ANY FUNDS OF THE SOUTH DAKOTA BOARD OF REGENTS, OR OF ANY INSTITUTION, OTHER THAN THE INCOME AND REVENUES PLEDGED AND ASSIGNED TO, OR IN TRUST FOR THE BENEFIT OF, THE BONDHOLDERS.

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

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

Prior Parity Bonds. Bonds payable from and secured by a pledge of and lien on the same sources as the Series 2021 Bonds have been issued by the Board for the purposes set forth in the Bond Resolution (the "*Prior Parity Bonds*"). See "The Housing and Auxiliary System—*Outstanding Bonds*."

Future Parity Bonds. Additional Bonds secured on a parity with the Series 2021 Bonds and the Prior Parity Bonds may be issued by the Board under the Bond Resolution subject to the conditions expressed in this Official Statement. See "Security for the Series 2021 Bonds—*Future Parity Bonds*."

OFFICIAL STATEMENT

SOUTH DAKOTA BOARD OF REGENTS

\$38,065,000*

HOUSING AND AUXILIARY FACILITIES SYSTEM REFUNDING REVENUE BONDS SERIES 2021

INTRODUCTION

This Official Statement, including the cover page, Summary Statement and Appendices, is furnished in connection with the offering of \$38,065,000* in aggregate principal amount of Housing and Auxiliary Facilities System Refunding Revenue Bonds, Series 2021 (the "*Series 2021 Bonds*") of the South Dakota Board of Regents (the "*Board*"). The Series 2021 Bonds will be issued pursuant to the Board of Regents Revenue Bond Act of 1971, as amended (the "*Act*"), and the amended and restated bond resolution of the Board adopted on October 21, 2004, as supplemented from time to time thereafter, including a Fifteenth Supplemental System Revenue Bond Resolution adopted by the Board on December 9, 2020, and as hereafter supplemented and amended (the "*Bond Resolution*").

The proceeds from the sale of the Series 2021 Bonds, together with lawfully available funds of the Board, will be used for the purpose of (i) refunding the South Dakota State University ("*SDSU*") portion of the Board's Housing and Auxiliary Facilities System Revenue Bonds, Series 2011 (the "*Series 2011 Bonds*"), maturing on and after April 1, 2022 (the "*Refunded Series 2011 Bonds*"), and (ii) paying the costs of issuance of the Series 2021 Bonds. See "FINANCING PLAN herein.

The Series 2021 Bonds are payable solely from and secured by a pledge of certain net revenues of the Housing and Auxiliary Facilities System of SDSU and certain other net revenues and funds which have been authorized or pledged by the Board for payment of the Series 2021 Bonds under the Act and the Bond Resolution.

The Series 2021 Bonds will be authorized pursuant to the Act. The Act empowers the Board to borrow money and issue and sell bonds for any project and for any institution or any combination of institutions governed by the Board, which means and includes revenue-producing buildings, structures and facilities which, as determined by the Board, are required by, or necessary for the use or benefit of each institution, including, without limiting the generality of the foregoing, the following: student residence halls, apartments, staff housing facilities, dormitories, health, hospital or medical facilities, dining halls, student union buildings, field houses, stadiums, physical education installations and facilities, auditoriums, facilities for student or staff services, facilities or buildings leased to the United States of America, off-street parking facilities, with all equipment and appurtenant facilities, or any combination thereof, and to refund or refinance any and all bonds issued and sold by the Board pursuant to the Act. Under the Act, all revenues derived from the operation of any such buildings or facilities are continuously appropriated to the Board and the Board is authorized to pledge such revenues for the payment of operation and maintenance costs and for the retirement of such bonds.

The summaries of and references to all documents, statutes and other instruments referred to in this Official Statement do not purport to be complete and are qualified in their entirety by reference to the full text of each such document, statute or instrument. Copies of the Bond Resolution are available for inspection at the offices of the Board, 306 East Capitol Avenue, Pierre, South Dakota 57501-3159. Certain

* Preliminary; subject to change.

capitalized terms used in this Official Statement are defined in Appendix B hereto. Any terms not defined in this Official Statement shall have the meanings as set forth in the respective documents. The Appendices hereto are part of this Official Statement and should be read in their entirety.

ESTIMATED SOURCES AND USES

The estimated sources and uses of the proceeds of the Series 2021 Bonds, along with lawfully available funds of the Board (the "*Board Funds*"), are shown below.

SOURCES:	Amount
Principal Amount of Series 2021 Bonds	\$
Original Issue Premium	
Board Funds	
TOTAL SOURCES	\$
USES:	
Deposit to Escrow Account	
Cost of Issuance (including Underwriter's discount)	\$
TOTAL USES	\$

THE FINANCING PLAN

The proceeds from the sale of the Series 2021 Bonds, together with the Board Funds, will be used to (i) refund the Refunded Series 2011 Bonds on April 1, 2021 (the "*Redemption Date*"), and (ii) pay the costs of issuance of the Series 2021 Bonds. The Board Funds will be in an amount sufficient to provide for the interest due on the Refunded Series 2011 Bonds on the Redemption Date.

The Refunded Series 2011 Bonds constitute a portion of the SDSU portion of the Series 2011 Bonds, the proceeds of which were used to finance the costs of improvements to campus facilities for SDSU.

Certain proceeds of the Series 2021 Bonds, together with the Board Funds (together, the "*Escrow Deposit*"), will be deposited by the Board into an irrevocable trust fund account (the "*Escrow Account*") to be held by First Bank & Trust, Brookings, South Dakota, as escrow agent (the "*Escrow Agent*"), pursuant to an Escrow Agreement between the Board and the Escrow Agent to be dated the date of issuance of the Series 2021 Bonds. The Escrow Deposit will be held in cash or applied by the Escrow Agent to purchase direct non-callable obligations of, or obligations guaranteed by the full faith and credit of, the United States of America. The Escrow Deposit will be in an amount sufficient to pay the principal of and interest on the Refunded Series 2011 Bonds on the Redemption Date.

The Refunded Series 2011 Bonds are further described as follows:

REFUNDED SERIES 2011 BONDS

Maturity (April 1)	Interest Rate	Principal Amount Refunded	Redemption Price	CUSIP
2022	5.000%	\$ 2,085,000	100.00%	837542DB2
2023	5.000	2,190,000	100.00	837542DC0
2024	5.000	2,300,000	100.00	837542DD8
2025	3.625	2,415,000	100.00	837542DE6
2026	3.750	2,505,000	100.00	837542DF3
2027	5.000	2,600,000	100.00	837542DG1
2028	5.000	2,730,000	100.00	837542DH9
2029	5.000	2,865,000	100.00	837542DJ5
2030	5.000	3,005,000	100.00	837542DK2
2031	5.000	3,155,000	100.00	837542DL0
2033	4.250	6,770,000	100.00	837542DP1
2036	4.375	11,285,000	100.00	837542DM8
		<u>\$43,905,000</u>		

THE SERIES 2021 BONDS

GENERAL

In the event book-entry is discontinued, Series 2021 Bonds may be transferred or exchanged for registered Series 2021 Bonds at the principal corporate trust office of the Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Resolution and upon surrender and cancellation of such Series 2021 Bonds. The Bond Registrar shall not be required to transfer or exchange any Series 2021 Bond (i) during the period after the fifteenth day of the month next preceding any interest payment date and ending on such interest payment date, (ii) after notice calling a Series 2021 Bond for redemption has been given, or (iii) during a period of fifteen days next preceding the giving of a notice of redemption of any Series 2021 Bond.

The Series 2021 Bonds shall be issued as fully registered Bonds in the denomination of \$5,000 and integral multiples thereof. The Series 2021 Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid, or duly provided for, until the principal amount of the Series 2021 Bonds is paid. Interest shall be payable semiannually on the first day of April and October in each year until paid, commencing on October 1, 2021. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months. The principal of the Series 2021 Bonds shall be payable when due upon presentation and surrender thereof in at the principal corporate trust office of the Bond Registrar.

Interest on each Series 2021 Bond shall be paid by check or draft of the Bond Registrar, in lawful money of the United States of America, to the person in whose name such Series 2021 Bond is registered at the close of business on the 15th day of the month next preceding each interest payment date; provided, however, that interest on the Series 2021 Bonds held by a registered owner of at least \$100,000 in aggregate principal amount of the Series 2021 Bonds may also be paid by wire transfer of immediately available funds to any bank in the continental United States as such registered owner shall specify in a written request to the Bond Registrar.

The Board and the Bond Registrar may deem and treat the registered owner of any Series 2021 Bond as the absolute owner thereof for the purpose of receiving payment of or on account of principal thereof and interest due thereon and for all other purposes and neither the Board nor the Bond Registrar nor any paying agent shall be affected by any notice to the contrary.

OPTIONAL REDEMPTION OF SERIES 2021 BONDS

The Series 2021 Bonds maturing on or after April 1, 2031, are subject to redemption prior to maturity at the option of the Board in whole or in part (in integral multiples of \$5,000), in any order of maturity as determined by the Board, on any date occurring on or after April 1, 2030, at a price equal to the principal amount of Series 2021 Bonds to be redeemed plus accrued interest to the date of redemption.

At least 45 days prior to the redemption date, the Board shall designate in writing to the Bond Registrar the principal amount of Series 2021 Bonds to be redeemed. If less than all of the Series 2021 Bonds shall be called for redemption, the particular Series 2021 Bonds to be redeemed shall be selected by the Bond Registrar, in such a manner as the Bond Registrar in its discretion may deem fair and appropriate, in the principal amount designated to the Bond Registrar by the Board; provided, however, that the portion of any Series 2021 Bonds to be redeemed shall be in integral multiples of \$5,000.

REDEMPTION PROCEDURES

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

Notice of the redemption of Series 2021 Bonds will be given by electronic notice or by mailing a copy of the redemption notice by first class mail at least 30 days prior to the date fixed for such redemption to The Depository Trust Company, as the securities depository or any successor securities depository, as the registered owner of such Series 2021 Bonds, so long as the global book-entry system is used for recording ownership of such Series 2021 Bonds. See "BOOK ENTRY PROVISIONS."

With respect to any optional redemption of any Series 2021 Bonds, unless moneys sufficient to pay the principal of and interest on such Series 2021 Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption.

For purposes of any redemption of less than all of the Series 2021 Bonds of a single maturity, the particular Series 2021 Bonds or portions of Series 2021 Bonds to be redeemed shall be selected in accordance with procedures established by The Depository Trust Company or any other securities depository; *provided* that such method shall provide for the selection of redemption of Series 2021 Bonds or portions thereof so that any \$5,000 Series 2021 Bond or \$5,000 portion of a Series 2021 Bond shall be as likely to be called for redemption as any other such \$5,000 Series 2021 Bond or \$5,000 portion of a Series 2021 Bond.

Notice of redemption having been given as described in the Bond Resolution, and notwithstanding failure to receive such notice, the Series 2021 Bonds or portions of Series 2021 Bonds so to be redeemed will, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Board shall default in the payment of the redemption price) such Series 2021 Bonds or portions of Series 2021 Bonds shall cease to bear interest. Upon surrender of such Series 2021 Bonds or redemption in accordance with said notice, such Series 2021 Bonds will be paid by the Bond Registrar at the redemption price.

BOOK ENTRY PROVISIONS

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

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Series 2021 Bonds. The Series 2021 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2021 Bond will be issued for each maturity in the aggregate principal amount of such maturity and will be deposited with DTC.

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

Purchases of Series 2021 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2021 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2021 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2021 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2021 Bonds, except in the event that use of the book-entry system for the Series 2021 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2021 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2021 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2021 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2021 Bonds are

credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2021 Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Series 2021 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2021 Bond documents. For example, Beneficial Owners of Series 2021 Bonds may wish to ascertain that the nominee holding the Series 2021 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2021 Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2021 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Board as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2021 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds and principal and interest payments on the Series 2021 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the Board or the Bond Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Bond Registrar or the Board, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Board or the Bond Registrar; disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2021 Bonds at any time by giving reasonable notice to the Board. Under such circumstances, in the event that a successor securities depository is not obtained, certificates for such Series 2021 Bonds are required to be printed and delivered as described in the Bond Resolution.

The Board may decide to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository). In that event, certificates for the affected Series 2021 Bonds will be printed and delivered.

SECURITY FOR THE SERIES 2021 BONDS

The Series 2021 Bonds shall be obligations of the Board payable only in accordance with the terms thereof and shall not be obligations general, special, or otherwise, of the State of South Dakota. The Series 2021 Bonds shall not constitute a debt, legal or moral, of the State of South Dakota, and shall not be enforceable against the State, nor shall payment thereof be enforceable out of any funds of the Board, or of any Institution, other than the income and revenues pledged and assigned to, or in trust for the benefit of, the Bondholders, as described therein.

NET REVENUES AND FUNDS

The Series 2021 Bonds will be payable from and secured by a pledge of and lien on the following sources in the following order of priority:

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

All Parity Bonds are payable from and secured by a pledge of and lien on the same sources as the Series 2021 Bonds; provided that certain Parity Bonds may be separately secured by individual Debt Service Reserve Accounts as described below under “—NO DEBT SERVICE RESERVE ACCOUNT.”

The Gross Revenues with respect to each Institution shall be paid to the Depository, to the credit of a special account for each Institution created and designated as the Housing and Auxiliary Facilities Revenue Fund of the related Institution (each, a “*Revenue Fund*”), and all operation and maintenance expenses of an Institutional System shall be payable from the related Revenue Fund.

The Board covenants and agrees in the Bond Resolution that, on a date on or before each March 25 and September 25 (or such other date as is provided for a series of Bonds in the supplemental resolution authorizing such Bonds) before each interest payment date and each principal payment date with respect to the Bonds, and after retaining in the Revenue Fund the current Operating Reserve and paying current operating and maintenance expenses of each Institutional System then due, the Chief Financial Officer of the Institution will transfer from the Revenue Fund to the credit of the Bond and Interest Sinking Fund Account for each Institution (to be held by the Depository) such amounts which, when added to the balance therein, will be sufficient to equal the interest then due on the Bonds of such Institution on such interest payment date and one-half of the principal due on such Bonds within the next 12 months. Such funds as are necessary to pay the principal of and interest on the Bonds of such Institution due on the immediately following payment date shall be immediately transferred to a separate account, to be known as the Debt Service Account of the related Institution (each, a “*Debt Service Account*”) with the Bond Registrar. The Bond Registrar shall use moneys in the Debt Service Account to pay the interest due on the Bonds of such Institution then Outstanding on the next interest payment date and the principal of the Bonds of such Institution when due. All moneys credited to each Institution’s Debt Service Account shall be and are irrevocably pledged to and shall be used solely for the payment of the principal and interest on the Bonds

of such Institution. Notwithstanding the foregoing, if any such Bonds bear, or are expected to bear, interest at a Variable Rate, the Chief Financial Officer of such Institution shall transfer amounts to the Institution's Bond and Interest Sinking Fund Account and the Institution's Debt Service Account to pay interest on such Bonds at such times and in such amounts as set forth in the supplemental resolution authorizing such Bonds.

Each Institution shall notify the Board at least 30 days prior to each interest or principal payment date either (i) that it has sufficient Net Revenues available from the Institutional System to make the interest and principal payment, if any, on such payment date or (ii) that it does not have sufficient Net Revenues available from the Institutional System (a "*Notice of Deficiency*") to make such interest and principal payment, if any, and specifying the amount of such deficiency (a "*Deficiency*").

If the Board receives a Notice of Deficiency with respect to an Institution, the Executive Director shall take the following steps as soon as possible prior to the payment date, in the order of priority listed:

(i) if a Debt Service Reserve Subaccount is maintained for such Bonds, notify the Bond Registrar or the Depository, as the case may be, of such Deficiency and direct the application of a specified amount of such funds to the payment due;

(ii) if the Institution has funds in the Repair and Replacement Reserve Account for its Institutional System for which there are no contractual commitments, such funds shall be transferred to the Bond and Interest Sinking Fund Account of the Institution to make up the Deficiency;

(iii) the Executive Director shall direct the withdrawal and use of the Net Revenues of other Institutional Systems not necessary for payment of interest due on the next interest payment date and one-half of the principal due within the next 12 months on the Bonds issued on behalf of such Institution to make up all or a portion of the Deficiency; and

(iv) if other Institutions have funds in the Repair and Replacement Reserve Accounts for their Institutional Systems for which there are no contractual commitments, funds shall be withdrawn therefrom at the direction of the Executive Director and transferred to make up all or a portion of the Deficiency.

The repayment provisions for the reimbursement of Institutions from which Net Revenues or funds in the Repair and Replacement Reserve Accounts have been transferred to satisfy a Deficiency shall be as determined by the Executive Director.

NO DEBT SERVICE RESERVE ACCOUNT

No Debt Service Reserve Account will be established to secure the Series 2021 Bonds.

The Bond Resolution authorizes Debt Service Reserve Accounts to secure Bonds issued under the Bond Resolution. As of the date of this Official Statement, no Debt Service Reserve Accounts have been established under the Bond Resolution for any outstanding Bonds. The Board may create Debt Service Reserve Accounts to secure future series of Bonds. Such Debt Service Reserve Accounts, if any, with respect to future series of Bonds, may be established as provided in the supplemental resolution authorizing the issuance of such series of Bonds.

REPAIR AND REPLACEMENT RESERVE ACCOUNTS

Upon the delivery of the Series 2021 Bonds, the Repair and Replacement Reserve Accounts for BHSU, DSU, NSU, SDSMT, SDSU and USD will each have a cash balance which is to be used as a reserve

for major projects in such Institutional Systems. As described above under “—NET REVENUES AND FUNDS,” the Repair and Replacement Reserve Accounts of all the Institutions may be drawn down to make debt service payments of any of the Institutions for an issue of Bonds that is deficient for that purpose. See Appendix B for a further description of these Accounts.

AMENDMENT TO CENTRALIZE SYSTEM OPERATIONS

The Board may amend the Bond Resolution to centralize the operation of the System and eliminate Institutional Systems.

ADDITIONAL BONDS

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

FUTURE PARITY BONDS

Parity Bonds may be issued under the Bond Resolution, or other additional debt secured by Net Revenues may be incurred, whether or not issued under the Bond Resolution, only if compliance with the following conditions, among others, is demonstrated:

(1) Any facility to be constructed with the proceeds of the Additional Bonds shall be a part of the System and the revenues derived from the operation thereof are pledged as additional security for the payment of all Bonds outstanding and the Additional Bonds proposed to be issued.

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

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

(4) (a) *Historic Test.* Actual Net Revenues of the System for each of the two most recent Fiscal Years must equal at least 120% of Annual Debt Service on all Outstanding Bonds and outstanding additional obligations issued on a parity with the Bonds; and

(b) *Projected Test.* Projected Net Revenues of the System for each of the three full Fiscal Years immediately succeeding the later of the issuance of the Additional Bonds or additional obligations issued on a parity basis with the Bonds or the end of any capitalized interest period are equal to at least 120% of Annual Debt Service on all Outstanding Bonds and additional obligations, plus the Additional Bonds or additional obligations. If the Additional Bonds are being issued, all or in part, for refunding purposes, Annual Debt Service for the outstanding Bonds that are being refunded can be eliminated from this Projected Test. If the Additional Bonds are being issued, all or in part, to finance additional System facilities, the projected Net Revenues from such facilities may be included in this calculation.

(5) The resolution authorizing the issuance of each such series of Additional Bonds which are to pay interest on a semi-annual basis shall provide that the amount of each semiannual

deposit into the related Bond and Interest Sinking Fund Account shall be increased by a sum equal to the interest which will be payable on such Additional Bonds on the next succeeding interest payment date and one-half of the principal maturing on such Additional Bonds, if any, within the next succeeding twelve-month period. If the Additional Bonds are to pay interest on other than a semiannual basis, such resolution shall make appropriate provisions therefor.

(6) The resolution authorizing the issuance of each such series of Additional Bonds shall state whether such series of Bonds is to be secured by a Debt Service Reserve Account and, if so, shall provide that the amount in the related Debt Service Reserve Account shall be adjusted to a sum equal to not less than the Debt Service Reserve Requirement on all Bonds then Outstanding which are secured by such Debt Service Reserve Account and the Additional Bonds then proposed to be issued, and at the time of delivery of such Bonds, the related Debt Service Reserve Account shall be maintained at the related Debt Service Reserve Requirement.

(7) The resolution authorizing the issuance of each such series of Additional Bonds shall provide that the minimum amount to be accumulated in the Renewal and Replacement Reserve Account for the related Institutional System with respect to such project or projects, shall be an amount equal to the existing RRR Requirement for such Institutional System and at least an additional five percent of: (i) the cost of construction of any projects for which the Additional Bonds are to be issued and which are to be added to such Institutional System; plus (ii) the cost of any furnishings and moveable equipment for each such project which are financed with proceeds of such Bonds.

(8) The resolution authorizing such Additional Bonds may provide that such Bonds be Variable Rate Bonds.

(9) If, in the resolution authorizing any such Additional Bonds, it is provided that excess revenues in the Revenue Fund are to be used to redeem Bonds in advance of scheduled maturity, or if the Board undertakes to redeem Bonds in advance of scheduled maturity, it is agreed and understood that such Bonds may be callable from any series as determined by the Board.

ANNUAL DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements on the Series 2021 Bonds and Prior Parity Bonds after giving effect to the refunding of the Refunded Series 2011 Bonds.

FISCAL YEAR ENDING JUNE 30	THE SERIES 2021 BONDS			OUTSTANDING BONDS DEBT SERVICE ⁽¹⁾	TOTAL DEBT SERVICE
	PRINCIPAL	INTEREST	DEBT SERVICE		
2021	\$	\$	\$	\$ 16,814,345	\$
2022				20,008,349	
2023				20,033,317	
2024				19,718,036	
2025				19,719,154	
2026				16,761,400	
2027				16,031,418	
2028				16,041,563	
2029				14,203,465	
2030				13,225,550	
2031				12,108,633	
2032				12,107,930	
2033				12,096,693	
2034				11,559,720	
2035				7,891,081	
2036				7,897,489	
2037				7,508,025	
2038				7,505,813	
2039				7,507,900	
2040				4,683,750	
2041				3,893,450	
2042				2,570,700	
2043				795,600	
2044				793,100	
	\$	\$	\$	\$271,476,477	\$

⁽¹⁾ See "THE HOUSING AND AUXILIARY FACILITIES SYSTEM—Outstanding Bonds."

FUTURE PARITY BONDS FOR OTHER INSTITUTIONS

Provisions of the Bond Resolution may be amended without notice to, or the consent of, the owners of the Series 2021 Bonds or Parity Bonds, in order to include in the System the Net Revenues of the housing and auxiliary facilities systems and revenues of other institutions of higher education under the jurisdiction of the Board. Such amendments would authorize the issuance of future Parity Bonds to finance projects for such other systems, which Parity Bonds would be secured by a pledge of and lien on the revenues and funds described "SECURITY FOR THE SERIES 2021 BONDS—Net Revenues and Funds."

THE HOUSING AND AUXILIARY SYSTEM

GENERAL

The Housing and Auxiliary Facilities System of the Board consists of the aggregate of the housing and auxiliary facilities of BHSU, DSU, NSU, SDSMT, SDSU and USD. Auxiliary facilities include student unions, food services, bookstores, wellness centers, and a portion of the parking systems at the Institutions.

The System and each component Institutional System are under the control of the Board. The System was created by the Board in 2004 to strengthen the capacity of the Board to issue bonds to finance the construction, acquisition, or modification of revenue generating facilities of the Institutions by pledging the revenues of all of the Institutional Systems for each bond issue. Although the revenues of all Institutional Systems are cross-pledged to meet bond repayment obligations of the System, each Institution continues to independently operate its own housing and auxiliary facilities. The Board closely monitors enrollments, retention, occupancy rates and coverage ratios for each Institution to ensure the financial soundness of the System.

The System is a "closed" system in that the revenues and the costs of the System are managed and accounted for separately from other activities of the Institutions. Once a facility is pledged to the System it can only be removed when it no longer is a viable revenue producing asset.

Academic facilities of the Institutions, which include classroom buildings, libraries, administrative buildings, research facilities, and athletic facilities, are supported by higher education facility funds ("HEFF") and not revenues of the System. HEFF represents a portion of the tuition and fees collected by the Institutions and is used to fund maintenance, repairs and capital improvements to the academic facilities. Bonds for academic facilities are issued by the South Dakota Building Authority. See APPENDIX A—"SOUTH DAKOTA BOARD OF REGENTS AND SOUTH DAKOTA HIGHER EDUCATIONAL INSTITUTIONS—Ten Year Capital Investment Plan."

CAPITAL IMPROVEMENTS; MAINTENANCE AND REPAIR

Any project undertaken by an Institution costing more than \$5 million is considered a capital improvement according to South Dakota codified law. The Board oversees all capital improvements through building committees. Capital improvements and most maintenance and repair projects fall under the jurisdiction of the Office of the State Engineer (OSE), which assists the Board and the Institutions with planning, project bidding, contracting, oversight, change orders, payment review, and trouble-shooting.

The Institutions are charged with the ongoing maintenance and repair of their respective facilities. The Board approves the projects which will be funded each year from the various sources of revenue dedicated to maintenance and repair. The Board's policy is to invest a minimum of 2% of the current replacement value annually for maintenance and repair for revenue facilities.

SYSTEM REVENUES

System revenues come from the operation of each Institution's housing, student union, dining service, bookstore and wellness center and parking facilities at BHSU and SDSU.

Revenues generated by the residential facilities of the System must cover the cost to maintain the facilities. Board policy requires a minimum annual expenditure level of 2% on residence halls. Contributions to fully fund an Institution's Repair, Renewal and Replacement (RRR) requirement on bonded projects may be applied towards the 2% annual maintenance and repair expenditure requirement.

Student unions are funded entirely through student fees and revenues from bookstores and food service operations. Parking facilities generate revenues from vehicle fees.

EXISTING FACILITIES

The existing facilities of the System are comprised of the residential housing facilities, student unions, wellness centers, and most parking facilities of the Institutions. The existing buildings, structures and facilities of the System by Institution are set forth in the following table.

SYSTEM FACILITIES

BHSU	DSU	NSU
<hr/> Housing Facilities: Heidepriem Hall Bordeaux Hall Wenona Cook Hall Thomas Hall University Apartments Student Union Parking Facilities Dining Services University Bookstore	<hr/> Residence Halls: Zimmerman Hall Higbie Hall Richardson Hall Emry Hall The Courtyard 2019 DSU Project Van Eps Student Union	<hr/> Residence Halls: Briscoe Hall Great Plains East Great Plains West McArthur-Welsh Hall Steele Hall Kramer Hall Wolves Memorial Suites Student Union
SDSMT	SDSU	USD
<hr/> Connolly Hall Palmerton Hall Peterson Hall Placer Hall Surbeck Student Center Wellness Center	<hr/> Housing Facilities: Binnewies Hall Brown Hall Caldwell Hall Hansen Hall Jackrabbit Grove (Ben Reifel, Theodore W. Schultz, Hallie Walker Hyde, and Honors Halls) Jackrabbit Village (Spencer, Abbott and Thorne Halls) Mathews Hall Meadows North Meadows South Pierson Hall Waneta Hall Young Hall Skylight Apartments Huggins Apartments Garden Square Units Thornber Apartments Southeast Neighborhood Student Wellness Center Dining Facilities: Larsen Commons Student Union Building Parking Facilities	<hr/> Beede Hall Brookman Hall Burgess Hall McFadden Hall Mickelson Hall Norton Hall Olson Hall Richardson Hall Cherry Street Rentals Muenster University Center Student Wellness Center, including parking lot Coyote Village Housing, including parking lot

HOUSING FACILITIES

The System's student housing, which varies by Institution, consists of traditional dormitories, residence halls and suite-style apartments. All of the student housing utilized by the Institutions is on state property and is owned and operated by the Institutions, except for a limited number of student residences that are leased by DSU and SDSMT. The leased facilities are managed by the residence life staffs of the Institutions.

The housing capacity of the Institutional Systems and the System as a whole compared to headcount enrollments at the Institutions for the 2020 fall semester is provided in the following table.

System Housing Capacity			
		Student	
	Capacity	Headcount	%
BHSU	735	1,933	38.02
DSU	795	1,582	50.25
NSU	852	1,471	57.92
SDSMT	1,082	2,190	49.41
SDSU	4,620	8,681	53.22
USD	2,226	5,600	39.75
System Total	10,310	21,457	48.05

The Board's student housing policy requires freshmen and sophomores to live in the residence halls and have a meal plan. During the first two years from the time students were or would have been graduated from high school, all unmarried students who enroll in six credit hours or more at any Institution are required to enter into a housing agreement and designated meal plan for the specific living environment with that Institution unless special permission to room or dine elsewhere is received from the Institution. Permission ordinarily will be granted to students with dependent children, to students who reside full time during the academic year with parents or legal guardians, or students enrolled primarily at off-campus locations. Students who have enrolled for twelve or more credits for four semesters may be exempted from this agreement at the discretion of the Institutions. Institutions may also grant exemptions for students when residence hall occupancy exceeds manageable capacity.

Below is a summary of occupancy rates for each Institution and the System as a whole for the past five fiscal years. The System reports occupancy based on the designed capacity of rooms but adjusts for any "permanent" changes including changing rooms to single rooms.

System Housing Occupancy					
	2016	2017	2018	2019	2020
BHSU	87.56%	93.57%	87.73%	91.49%	79.73%
DSU	101.53	94.23	97.77	99.62	94.72%
NSU	73.37	71.66	78.85	75.62	61.38%
SDSMT	88.23	92.21	89.98	92.59	84.84%
SDSU	95.27	92.53	91.18	90.52	85.97%
USD	94.65	96.72	100.27	91.11	85.71%
System	92.36	91.76	91.99	90.40	84.00%

STUDENT UNIONS

The student unions at the Institutions are the center of student and campus activity and have become the focal point for socializing among students, faculty and staff and student recruiting. The student unions are modern facilities with extensive student engagement and learning spaces as well as student support offices. All of the Institutions have recently completed major renovations and upgrades to their student unions.

FOOD SERVICE

All of the Institutions have privatized food service operations. NSU, USD, SDSU and SDSMT use Aramark as their food service provider. BHSU has a food service contract with A'viands Food and Services Management LLC and DSU is under a contract with Sodexo America, LLC. Student union upgrades at the Institutions have all included expansion and improvements to food service operations.

BOOKSTORES

On-campus bookstores are operated by the respective Institutions. As publishers move away from printed books and market their e-texts and e-materials directly to faculty and students, the bookstores rely far more on their clothing and logo item sales to generate revenue.

WELLNESS CENTERS

Fitness and health facilities have become expectations for today's college student. The Institutions serve this need through campus athletic facilities available to all students, community centers and joint student-athlete facilities. The System includes the student athletic, recreation and studio facilities at SDSU, USD, and SDSMT. These wellness centers are supported with student fees and operated by the respective Institutions.

PARKING

Parking facilities at BHSU (1,904 spaces) and SDSU (9,055 spaces) are included within the System. Parking facilities at all of the other Institutions are not part of the System. Both BHSU and SDSU charge students for parking at the facilities.

FINANCIAL MANAGEMENT, REPORTING AND BUDGETING

Financial management of the System is the responsibility of the Board and the chief business officers of each Institution.

Each year, the Auditor General must certify the financial statements of the State as a whole, inclusive of the System. As an agency of the State, the System's financial records reflect compliance with applicable State statutes and regulations. The significant accounting policies followed by the System in maintaining accounts and in the preparation of the combined primary financial statements are in accordance with the Auditor General's Annual Financial Reporting Requirements.

The Board has engaged the Department of Legislative Audit to perform a series of agreed upon procedures in order to assist the Board in evaluating its compliance with bond requirements in the System. An Independent Accountant's Report enumerating the procedures and results of the procedures is issued by the Auditor General for each fiscal year. See "FINANCIAL STATEMENTS" and "APPENDIX E—FINANCIAL STATEMENTS OF THE HOUSING AND AUXILIARY FACILITIES SYSTEM REVENUE BOND FUNDS FOR THE FISCAL YEARS ENDED JUNE 30, 2019 AND 2018 (UNAUDITED)."

The annual budgeting process for the System begins in June of each year with informal budget hearings conducted by the Board with the participation of the Institutions. In July, Institutions make specific budget requests and the Board approves an official budget request. The official budget request is submitted in August to the South Dakota Bureau of Finance and Management and to the Governor. From September through November, the official budget request is discussed with the Bureau of Finance and the Governor, and in November the board is notified with the Governor's official recommendations. From January through March of the following year, the Board and university presidents have a scheduled time with the Legislature's Appropriations Committee to discuss the budget and the Governor's recommendations. An appropriations bill is passed out of the Appropriations Committee and sent to the floor of the House and Senate for passage, which becomes the next fiscal year's operating budget.

PROPOSED CAPITAL PROJECTS

System projects that are currently being discussed by the Board and that have had at least preliminary approval include the following:

South Dakota School of Mines and Technology – Surbeck Center Addition. The Surbeck Center was constructed in 1961 with an addition added to the west side of the building in 1971. This area currently houses the bookstore and health services plus an expansion of the ballroom. In 2004, the south side of the Surbeck Center was renovated along with the construction of Peterson Residence Hall. A passenger elevator was installed to provide service to both of these buildings. The renovation recreated student study and lounge spaces and portable walls were installed in the ballroom. In 2009, a major renovation was also done on the kitchen and dining service area. The proposed addition will address the various needs as identified in the SDSMT Master Plan: additional dining space to accommodate at least 360 additional seats; additional freezer/cooler space and additional storage space for dining; additional meeting space to accommodate larger campus events such as career fairs, campus family and cultural events, and new student orientation; additional storage space; and increase the size of the Veteran's Resource Center to accommodate 100 students. Funding for this project will be primarily from private fundraising. The Board has not given final approval to this project.

University of South Dakota – Wellness Center Expansion. Phase 1 of the USD Wellness Center opened in 2011, with an initial facility to be completed in a three phased plan. During the June 2019 Board meeting, the preliminary facility plan was approved for phase two of this facility to proceed with identifying the details and costs related to this project. The Wellness Center is a 56,195 square foot facility and the phase 2 expansion will house an indoor pool, locker rooms, storage space and training spaces. The existing swimming pool is located inside the Dakota Dome and is 40 years old. The mechanical systems are old and antiquated and are in need of replacement. A portion of the funding for this project will come from the issuance of Additional Bonds in the future. The Board has not given final approval to this project.

OUTSTANDING BONDS

The following table sets forth the series, original principal amounts, current outstanding principal amounts and the maturity date for the Prior Parity Bonds after giving effect to the issuance of the Series 2021 Bonds and the refunding of the Refunded Series 2011 Bonds.

Outstanding Debt*			
Issue	Original Principal Amount	Current Amount Outstanding	Final Maturity Date
Series 2006 Bonds	\$ 9,015,000	\$ 3,575,000	4/1/2026
Series 2007 Bonds	8,540,000	4,220,000	10/1/2028
Series 2008A Bonds	4,770,000	2,345,000	4/1/2028
Series 2008B Bonds	5,230,000	2,745,000	4/1/2028
Series 2011 Bonds	63,480,000	2,200,000	4/1/2021
Series 2013A Bonds	11,990,000	7,270,000	4/1/2028
Series 2014A Bonds	39,905,000	25,360,000	4/1/2039
Series 2014B Bonds	13,760,000	9,285,000	4/1/2033
Series 2015 Bonds	22,525,000	18,705,000	4/1/2040
Series 2016 Bonds	19,625,000	18,110,000	4/1/2041
Series 2017 Bonds	88,260,000	84,455,000	4/1/2042
Series 2019A Bonds	16,000,000	11,620,000	4/1/2044
Series 2019B Bonds	4,535,000	4,535,000	4/1/2036
Series 2021 Bonds*	38,065,000	38,065,000	4/1/2036
	<u>\$345,700,000</u>	<u>\$232,490,000</u>	

*Preliminary; subject to change.

NO PENSION OBLIGATIONS

The System does not carry or incur pension or OPEB liabilities. No costs for pension or OPEB are part of or included in operating and maintenance expenses used in calculating Net Revenues.

HISTORICAL AND PROJECTED CASH FLOWS

GENERAL

The following tables sets forth the historical and projected revenues and expenses of the System and each Institution on a cash basis for the fiscal years 2016-2024. The historical and projected financial information presented is based upon unaudited information furnished to the Board from each of the Institutions in connection with the issuance of the Series 2021 Bonds.

Financial information for the revenue bond funds maintained for the System and the Institutions for the fiscal years 2018 and 2019 are set forth in APPENDIX E. For information on the financial information for fiscal year 2020, see "FINANCIAL STATEMENTS."

Estimates for fiscal year 2021 and projections for the fiscal years 2022-2024 are based upon the assumptions stated herein under "—PROJECTED CASH FLOWS OF THE SYSTEM." The assumptions are believed to be reasonable by the Board. No assurance can be given that the assumptions used in the projections will prove correct. If any of the assumptions prove to be materially incorrect, the projected estimates of excess revenues over expenditures are likely to be materially and adversely affected. Neither the Board nor the Underwriter has independently verified the projections of excess revenues over expenditures contained in the following table.

Historical and Projected Cash Flows of the System

	FY16	FY17	FY18	FY19	FY20	Estimated FY21	Estimated FY22	Estimated FY23	Estimated FY24
Revenues									
Residence Life	\$35,182,372	\$36,762,014	\$38,811,342	\$40,331,835	\$32,291,333	\$36,079,763	\$38,382,863	\$39,849,651	\$40,620,554
Food Service	25,317,104	26,936,015	28,716,258	29,532,550	23,012,411	26,995,111	28,598,548	29,174,593	29,762,370
Student Center Operations	1,477,916	1,397,719	1,730,164	1,776,061	1,259,145	1,650,964	1,905,018	2,049,146	2,217,694
General Activity Fee Support	3,450,661	3,425,312	3,554,993	3,955,167	4,365,466	4,374,004	4,531,613	4,620,407	4,713,705
Bookstore	5,075,225	4,562,359	4,150,659	4,001,721	3,566,135	3,136,481	3,194,947	3,330,845	3,367,462
Parking	1,674,826	1,786,811	1,864,928	1,761,323	1,477,990	1,375,721	1,660,950	1,693,946	1,727,602
Wellness Center Operations	1,088,312	987,004	907,884	951,470	719,681	495,643	898,157	916,130	934,452
SubTotal Operating Revenue	73,266,416	75,857,235	79,736,228	82,310,128	66,692,161	74,107,688	79,172,094	81,634,718	83,343,838
Other Revenues									
GAF Bond Support	6,264,330	6,623,204	9,463,519	9,271,598	8,772,593	9,362,854	9,520,069	9,676,510	9,833,498
Facility Support Fee	1,989,170	2,134,798	1,613,171	1,369,666	816,136	496,618	505,908	513,526	521,297
Aramark Investment	150,000	150,000	150,000	150,000	-	150,000	150,000	150,000	150,000
BAB Subsidy	1,493,663	1,458,218	755,489	49,792	-	-	-	-	-
One-Time Transfers	355,484	-	-	-	-	-	-	-	-
Capitalized Interest	87,574	398,367	-	-	114,493	419,850	-	-	-
COVID - CARES Funding	-	-	-	-	809,192	1,149,067	-	-	-
COVID - CRF Funding	-	-	-	-	8,430,128	12,000	-	-	-
SubTotal Other Revenue	10,340,220	10,764,587	11,982,179	10,841,056	18,942,542	11,590,389	10,175,977	10,340,036	10,504,795
Investment Income									
Debt Service	108,086	94,185	80,840	58,676	120,046	152,412	142,572	143,223	143,888
Interest Revenue	116,516	145,305	175,037	194,984	257,192	241,753	242,719	245,774	248,889
Renewals	282,420	309,218	259,846	330,648	621,784	305,171	217,123	214,576	213,598
Completed Construction Funds	-	-	-	-	-	-	-	-	-
SubTotal Investment Income	507,022	548,708	515,723	584,308	999,022	699,335	602,414	603,573	606,375
Total Revenues	\$84,113,657	\$87,170,530	\$92,234,130	\$93,735,492	\$86,633,725	\$86,397,412	\$89,950,485	\$92,578,328	\$94,455,008
Expenditures									
Residence Life	\$ 16,038,071	\$ 17,144,809	\$ 18,341,641	\$ 17,937,204	\$ 18,228,253	\$ 18,377,074	\$ 18,985,137	\$ 19,533,764	\$ 19,942,240
Food Service	25,011,441	25,989,372	28,226,601	28,817,225	22,582,110	26,294,177	27,651,099	28,202,122	28,764,164
Student Center	1,424,184	1,462,874	1,778,369	1,920,153	1,712,428	1,748,054	1,852,859	1,905,882	1,962,302
General Activity Fee	3,003,665	2,955,547	2,980,315	3,703,511	4,185,996	4,342,423	4,479,548	4,555,432	4,633,246
Bookstore	4,840,314	4,172,978	4,065,207	3,821,166	3,560,095	3,287,891	3,230,239	3,396,844	3,450,501
Parking	768,406	493,030	638,641	753,151	793,883	747,835	763,830	780,183	796,903
Other	385,000	465,000	374,057	270,324	268,736	116,000	280,000	280,000	280,000
Wellness Center	1,337,779	1,455,859	1,198,865	767,808	925,149	839,280	923,415	941,889	960,734
Total Expenditures	\$52,808,860	\$54,139,469	\$57,603,696	\$57,990,544	\$52,256,650	\$55,752,734	\$58,166,126	\$59,596,114	\$60,790,091
Excess of Revenues over Expenditures	\$31,304,797	\$33,031,061	\$34,630,434	\$35,744,948	\$34,377,075	\$30,644,679	\$31,784,358	\$32,982,215	\$33,664,918
Annual Debt Service	\$21,110,677	\$22,130,894	\$22,476,644	\$24,021,128	\$23,659,395	\$24,276,776	\$23,463,599	\$23,492,317	\$23,176,287
Coverage Ratio	1.48	1.49	1.54	1.49	1.45	1.26	1.35	1.40	1.45

RATE COVENANT

Each Institution is required to maintain the ratio of Net Revenues to Annual Debt Service of the Bonds of that Institution in each Fiscal Year to at least equal to 120 percent (1.2 times) of such Annual Debt Service for such Fiscal Year, commencing with the end of the first Fiscal Year in which capitalized interest, if any, has been fully applied to the payment of debt service on any Outstanding Bonds of such Institution.

Failure to satisfy such rate covenant will not constitute an event of default as long as the Board timely engages an independent management consultant, and such consultant timely prepares a report with recommendations for meeting the required coverage ratios. In no event may coverage for any Institution fall below 100 percent (1.00 times) of the Annual Debt Service on all Bonds of such Institution in each Fiscal Year. See "SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION—RULES AND COVENANTS—Rate Covenant."

MANAGEMENT DISCUSSION

Fiscal Years 2016-2019: Operating revenues increased \$9.0 million from \$73.3 million in fiscal year 2016 to \$82.3 million in fiscal year 2019, a total increase of 12.2 %. Other revenues and investment income, which includes student fees committed to debt service, increased \$578 thousand from \$10.8 million in fiscal year 2016 to \$11.4 million in fiscal year 2019. Expenses increased \$5.2 million from \$52.8 million in fiscal year 2016 to \$58 million in fiscal year 2019, a four-year change of 9.8%.

The increased revenues from 2016 to 2019 reflect adjustments in housing rates, fee increases used to support operations, new fees to expand student unions and wellness facilities, and food service revenue increases. A significant portion of the revenue increases reflect rate increases approved to cover the costs of major upgrades and the construction of new facilities.

Fiscal Year 2019-2020: Operating revenue decreased \$15.6 million from \$82.3 in fiscal year 2019 to \$66.7 million in fiscal year 2020, a total decrease of 18.9%. Other revenues and investment income, which includes student fees and federal pandemic assistance, increased \$8.5 million from \$11.4 million in fiscal year 2019 to \$19.9 million in fiscal year 2020. Expenses decreased \$5.7 million from \$58 million in fiscal year 2019 to \$52.3 million in fiscal year 2020.

The decrease in operating revenues were directly related to campuses sending students home in March due to Covid-19. Refunds were issued to those students for unused meal plans and for the term of the housing contract that students were not able to utilize. CARES Act and HEERF (defined below) funding were utilized to cover the refunds issued to those students. Those funds account for the unusual increase in other revenues from 2019 to 2020. Expenses decreased due to the major change in operations. Expenses related to contracts with vendor, such as meal plan providers, were adjusted and campuses made additional cuts to create needed savings.

Annual debt service rose \$2.5 million from \$21.1 million in fiscal year 2016 to \$23.6 million in fiscal year 2020. The increase in debt service is directly related to the significant upgrades and renovations made to the housing stock and student unions in the last five years, as well as construction of new housing and student wellness centers, and expansion and improvements to parking.

The System overall and each Institutional System maintained their respective debt service coverage ratios from 2016 to 2019 due to rate increases and management of expenditures. See "—Rate Covenant" above.

PROJECTED CASH FLOWS OF THE SYSTEM

The estimated cash flows for the System for fiscal year 2021 and the projected cash flows for the System for the fiscal years ending June 30, 2022 through 2024 are based on the following material assumptions:

Fiscal Year 2021: Fiscal year 2021 projections are based on first half year-to-date figures plus estimates for the second half of the year based on first half performance. Some campuses are using HEERF funding to cover the lost revenue incurred by COVID-19 shortened housing contracts for fall 2020.

Fiscal Year 2022: Fiscal year 2022 projections are a mix of inflationary and other assumptions. Housing occupancy was held at the prior year levels but campuses assumed a return to normal contract term lengths which added back revenue that had been lost due to the shortened fall 2020 housing contracts. Meal plan revenue and expenses are also in excess of the normal inflationary increase due to an assumption of a return to normal offerings. Inflationary increases were assumed to be 2%. DSU's new hall coming online fall of 2021 will result in additional housing revenue for DSU with the assumption of 90% occupancy. The assumption is that this increase will have some effect on food service plans. There are no HEERF funds in any of the Fiscal 2022 revenues.

Fiscal Year 2023 and 2024: Occupancy levels in the residence halls was assumed to be at the same level as in 2021. Inflationary increases of 2% were assumed for revenue and expenses.

INVESTMENT CONSIDERATIONS

The following discussion of investment considerations should be reviewed by prospective investors prior to purchasing the Series 2021 Bonds. There can be no assurance that other factors not discussed herein will not become material investment considerations in the future.

COVID-19

The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus that has spread throughout the world including the United States, was declared a public health emergency on January 30, 2020, and a global pandemic on March 11, 2020, by the World Health Organization. Shortly thereafter, COVID-19 was declared an international pandemic by the Centers for Disease Control and Prevention, a United States federal agency under the Department of Health and Human Services.

To prevent the spread of the virus, national and various state emergency declarations have been put into effect various measures resulting in significant reductions in business, travel and other economic activity. President Donald J. Trump issued a National Emergency Concerning the Novel Corona Virus Disease (COVID-19) Outbreak on March 13, 2020. On March 27, 2020, President Trump signed the Coronavirus Aid, Relief and Economic Security (CARES) Act, a \$2 trillion economic relief package, which contains numerous provisions authorizing payment to individuals, businesses and governments. Of those funds, approximately \$14 billion was provided to the Department of Education as the Higher Education Emergency Relief Fund (HEERF) to aid postsecondary education institutions.

On March 13, 2020, the Governor of South Dakota declared a State of Emergency with respect to the pandemic, which was extended on April 9, 2020 and May 26, 2020. By executive order on March 23, 2020, the Governor directed that residents of the State implement social distancing measures, enclosed retail businesses that promote public gatherings should suspend or modify business practices, that public gatherings of ten people or more should be limited, unless it is necessary, and to take other actions.

On March 12, 2020, the Board of Regents extended spring break by one week for all public universities. On March 23, 2020, all classes were temporarily moved on-line and on March 24, 2020 all public university courses continued by remote delivery through the remainder of the spring semester and the summer semester. The Institutions have opened campuses for the fall 2020 semester and are following a full academic calendar.

The Board of Regents is actively monitoring, assessing and addressing challenges that have evolved in the wake of the COVID-19 pandemic. The Institutions face uncertainties around demand for classes, their ability to safely bring students to campus, the nationwide economic slowdown, and levels of State support and federal funding. The Board of Regents is also experiencing unplanned expenses, including the pandemic response at its campuses, coupled with the loss of revenue. In addition, demand for student financial aid will likely increase as many families are expected to experience reductions in income. As there remains considerable uncertainty over the duration and severity of the pandemic and the associated impact on operations, the Board of Regents is planning for a range of potential scenarios and building in flexibility in addressing future impacts.

The Board is unable to determine what the ultimate impact the pandemic and any containment and mitigation efforts will have on student enrollment, dormitory occupancy rates and the financial condition of the System. The duration and effects of the pandemic cannot be predicted, and no assurance can be given that COVID-19 will not have a significant adverse impact on the System in the future.

SPECIAL, LIMITED OBLIGATIONS

The Series 2021 Bonds are special, limited obligations of the Board payable solely out of the Net Revenues and uncommitted funds in the Repair and Replacement Accounts of the Institutions. The Bondholders may not look to any other revenue or assets of the Board or any Institution for the payment of the Series 2021 Bonds. The Series 2021 Bonds do not constitute an indebtedness of any Institution, the Board or the State, within any constitutional or statutory limitation, and neither the taxing power nor the general credit of the Institutions, of the Board or of the State is pledged to the payment of the Series 2021 Bonds. See "SECURITY FOR THE SERIES 2021 BONDS."

NO MORTGAGE OR LIEN ON PHYSICAL ASSETS

The Series 2021 Bonds are not secured by a mortgage, lien or security interest on or in any of the buildings or physical assets of the System. The Bondholders may not look to any buildings or other physical assets of the System for payment of debt service on the Series 2021 Bonds.

CHANGE IN ENROLLMENT; NON-RESIDENT STUDENTS

The amount of Net Revenues available for debt service on the Series 2021 Bonds will be affected by the future enrollments of the Institutions. Enrollment levels depend on the number of students applying to the Institutions and accepting offers of admission. A number of factors, including, without limitation, levels of tuition rates and other fees, competition from other public and private colleges and universities, a change in the number of college age students generally, the availability and affordability of student loans, and adverse general economic conditions could influence the number of applicants to the Institutions. The pool of potential high school graduates in South Dakota has fallen since 2004 and is not expected to begin to increase for a number of years. Certain of the Institutions have had success in attracting students from other states, which may or may not continue. There can be no assurance that the future enrollment of the Institutions will be maintained at the current level or increase.

REQUIRED OCCUPANCY LEVELS

In order for the Board to generate Net Revenues sufficient to pay debt service on the Series 2021 Bonds, the dormitories and residents halls of the System must achieve certain occupancy levels. The Board's student residency policy and the stable enrollment of the Institutions have historically resulted in strong occupancy rates for the System's housing facilities. Changes in the Board's housing policy, student enrollment, room and board rates, student housing preferences or other factors could have a negative effect on the future occupancy rates for the System's dormitories and residence halls. See "THE HOUSING AND AUXILIARY SYSTEM—Occupancy."

FUTURE FACILITIES UTILIZATION

The System includes dining halls, student unions, bookstores, recreational and health facilities, parking and other auxiliary facilities. The amount of Net Revenues will be affected by the future levels of utilization of the System's facilities and the rates and charges that the Board can reasonably impose in connection with the use of such facilities. The availability of alternative facilities at competitive rates and an increase in distance learning opportunities may have an adverse impact on the level of utilization of the facilities and on the ability of the Board to adjust fees and rates in the future.

RISKS RELATED TO SYSTEM OPERATIONS

Net Revenues will depend in part on the level of operating and maintenance expenses incurred in operating the System, including the normal course costs of the System's workforce, vendors, suppliers and materials and any extraordinary or unanticipated costs or expenses which may occur. Net Revenues will be affected by the Institutions' ability to manage and operate the System effectively and efficiently.

LOSS OF STATE AID

A significant portion of the overall revenues of the Institutions comes from grants or appropriations provided by the State. The amount of money provided by the State has varied in past years. Loss of state aid to the Institutions could have a negative effect on the programs and opportunities the Institutions can offer students, the size and quality of faculty and research activities, all or any of which could have a negative impact on enrollment or the Institutions' ability to maintain the System at levels necessary to achieve high levels of occupancy and utilization.

RISKS RELATED TO HIGHER EDUCATION

There are a number of factors affecting institutions of higher education in general that could have an adverse effect on the Institutions. These factors include, but are not limited to, the continuing rising costs of providing higher education services; the failure to maintain or increase in the future the funds obtained by the Institution from other sources, including gifts and contributions from donors, grants or appropriations from governmental bodies and income from investment of endowment funds; adverse results from the investment of endowment funds; increasing costs of compliance with federal or state regulatory laws or regulations, including, without limitation, laws or regulations concerning environmental quality, work safety and accommodating the physically challenged; changes in federal governmental policy relating to the reimbursement of overhead costs of government contracts; any unionization of the Institution's work force with consequent impact on wage scales and operating costs of the Institutions; and legislation or regulations which may affect student aid and other program funding. The Board cannot assess or predict the ultimate effect of these factors on the Institutions or the System.

DAMAGE OR DESTRUCTION OF FACILITIES

The Board insures the System against certain risks. There can be no assurance that the amount of insurance required to be obtained with respect to the System will be adequate or that the cause of any damage or destruction to the System will be as a result of a risk which is insured. Further, there can be no assurance of the ongoing creditworthiness of the insurance companies from which the Board obtains insurance policies. Damage or destruction of System facilities may impair the Board's ability to generate sufficient Net Revenues.

ENVIRONMENTAL REGULATION

The System is subject to various federal, State and local laws and regulations governing health and the environment. In general, these laws and regulations could result in liability for remediating adverse environmental conditions on or relating to the System, whether arising from preexisting conditions or conditions arising as a result of the activities conducted in connection with the ownership and operation of the System. Costs incurred by the Institutions with respect to environmental remediation or liability could adversely impact their financial condition and ability to own and operate the System.

ADDITIONAL BONDS

Under the Bond Resolution, the Board is permitted to issue Additional Bonds which would be on a parity with the lien of the Series 2021 Bonds. Debt service on all Additional Bonds will be payable from Net Revenues on a pro rata basis. Although the Board is required to meet historic and projected annual debt service coverage tests before issuing Additional Bonds, to the extent that Additional Bonds are issued, the debt service coverage ratio of the Series 2021 Bonds may be adversely affected. See "SECURITY FOR THE SERIES 2021 BONDS—Additional Bonds" and "—Future Parity Bonds."

RATING CHANGE

A rating application has been made to Moody's Investors Services, Inc. ("Moody's") for a rating on the Series 2021 Bonds. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that the rating assigned to the Series 2021 Bonds will continue for any given period of time, or that such rating will not be revised, suspended or withdrawn, if, in the judgment of Moody's, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Series 2021 Bonds.

SECONDARY MARKET

There is no guarantee that a secondary market will develop for the Series 2021 Bonds. Subject to applicable securities laws and prevailing market conditions, the Underwriter intends but is not obligated to make a market in the Series 2021 Bonds.

FUTURE CHANGES IN LAWS

Various State laws and constitutional provisions apply to the operation of the System, the imposition, collection and pledging of the Net Revenues and the financing of the Board's operations in general. Other State and federal laws, constitutional provisions and regulations apply to the obligations evidenced by the Series 2021 Bonds. There is no assurance that there will not be any change in, interpretation of or addition to applicable laws, provisions and regulations which would have a material effect, directly or indirectly, on the Board or the Institutions.

FEDERAL TAX LEGISLATION/LOSS OF TAX EXEMPTION

From time to time, legislative proposals are pending in Congress that would, if enacted, alter or amend one or more of the federal tax matters described herein in certain respects or would adversely affect the market value of the Series 2021 Bonds, or possibly affect the ability of Bondholders to treat interest on the Series 2021 Bonds as exempt from federal income taxation. It cannot be predicted whether or in what forms any of such proposals, either pending or that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Series 2021 Bonds.

As discussed under the heading "TAX MATTERS," the interest on the Series 2021 Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Series 2021 Bonds, as a result of acts or omissions of the Board or Institutions in violation of the tax covenants in the Bond Resolution.

ENFORCEABILITY OF REMEDIES

The Bond Resolution does not contain a provision allowing for the acceleration of the Series 2021 Bonds in the event of a default in the payment of principal of or interest on the Series 2021 Bonds when due. In the event of a default under the Bond Resolution, the Bondholders will only have the right to exercise the remedies provided in the Bond Resolution.

The remedies available upon an event of default under the Bond Resolution are in many respects dependent upon regulatory and judicial actions which are often subject to discretion and delay. Under existing laws and judicial decisions the remedies provided for under the Bond Resolution may not be readily available or may be limited. The Series 2021 Bonds may be subject to general principles of equity which may permit the exercise of judicial discretion, the reasonable exercise in the future by the State and its governmental bodies of the police power inherent in the sovereignty of the State, and applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect. The various legal opinions to be delivered concurrently with the delivery of the Series 2021 Bonds will be qualified to the extent that the enforceability of certain legal rights related to the Series 2021 Bonds is subject to limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally and by equitable remedies and proceedings generally.

CYBERSECURITY

The Institutions rely on security measures included in their respective information systems to enable secure processing, transmission and storage of confidential and other sensitive information. Information systems security breaches, including electronic break-ins, computer virus insertion, attacks by internal and external parties and similar breaches could create disruption or shutdown of an Institution's information systems and disrupt the services it provides. Security breaches could also facilitate unauthorized access to or disclosure of personally identifiable information and other confidential or sensitive information.

Despite implementing, monitoring and regularly updating information system security measures, the Institutions may remain vulnerable to intrusion attempts by outside or internal parties, as well as data breaches resulting from employee error, negligence or malfeasance. Failure to maintain proper functionality and security of an Institution's information systems could interrupt such Institution's operations, damage its reputation, subject it to significant costs, liability claims or regulatory penalties, and could have a material adverse effect on the operations and financial condition of the Institution.

Each Institution maintains insurance coverage for losses associated with information system security breaches and failure to protect confidential business and personal information.

CLIMATE CHANGE

Numerous scientific studies have detailed changing global weather patterns and the potential for increasing extreme weather events across the world. The System is vulnerable to extreme fluctuations in weather temperature, damaging winds and other severe weather conditions. The Board cannot predict the timing, extent or severity of climate change and its impact on the System and the Institutions.

FORCE MAJEURE EVENTS

There are certain unanticipated events beyond the control of the Institutions that could have a material adverse impact on the generation of Gross Revenues or the management of expenses if they were to occur. These events include fire, flood, earthquake, epidemic, pandemic, adverse health conditions or other unavoidable casualties or acts of God, freight embargo, labor strikes or work stoppages, civil commotion, new acts of war or escalation of existing war conditions, sabotage, terrorism or enemy action, pollution, unknown subsurface or concealed conditions affecting the environment, and any similar causes. No assurance can be provided that such events will not occur, and, if any such events were to occur, no prediction can be provided as to the actual impact or severity of the impact on the financial condition of the Institutions.

BOND RATING

The Series 2021 Bonds are rated "Aa3" by Moody's based upon the rating agency's assessment of the creditworthiness of the System. No application was made to any other rating service for the purpose of obtaining additional ratings on the Series 2021 Bonds. A rating reflects only the view of the rating agency giving such rating. An explanation of the significance of such rating may be obtained from the rating agency furnishing the same.

There is no assurance that any rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely if, in the judgment of the rating agency, circumstances so warrant. Any downward revision or withdrawal of a rating may have an adverse effect on the market price of the Series 2021 Bonds. The Underwriter has undertaken no responsibility either to bring to the attention of the Bondholders any proposed revision or withdrawal of any rating of the Series 2021 Bonds, or to oppose any such proposed revision or withdrawal.

TAX MATTERS

Federal tax law contains a number of requirements and restrictions which apply to the Series 2021 Bonds, including investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and the facilities financed therewith, and certain other matters. The Board has covenanted to comply with all requirements that must be satisfied in order for the interest on the Series 2021 Bonds to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Series 2021 Bonds to become includible in gross income for federal income tax purposes retroactively to the date of issuance of the Series 2021 Bonds.

Subject to the Board's compliance with the above-referenced covenants, under present law, in the opinion of Bond Counsel, interest on the Series 2021 Bonds is excludable from the gross income of the owners thereof for federal income tax purposes, and is not included as an item of tax preference in

computing the federal alternative minimum tax for individuals under the Internal Revenue Code of 1986, as amended (the "*Code*").

In rendering its opinion, Bond Counsel will rely upon certifications of the Board with respect to certain material facts within the Board's knowledge. Bond Counsel's opinion represents its legal judgment based upon its review of the law and the facts that it deems relevant to render such opinion and is not a guarantee of a result.

Ownership of the Series 2021 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers of the Series 2021 Bonds should consult their tax advisors as to applicability of any such collateral consequences.

The issue price for original issue discount (as further discussed below) and market discount purposes (the "*OID Issue Price*") for each maturity of the Series 2021 Bonds is the price at which a substantial amount of such maturity of the Series 2021 Bonds is first sold to the public (excluding bond houses and brokers and similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The *OID Issue Price* of a maturity of the Series 2021 Bonds may be different from the price set forth, or the price corresponding to the yield set forth, on the inside cover page hereof.

If the *Issue Price* of a maturity of the Series 2021 Bonds is less than the principal amount payable at maturity, the difference between the *OID Issue Price* of each such maturity, if any, of the Series 2021 Bonds (the "*OID Bonds*") and the principal amount payable at maturity is original issue discount.

For an investor who purchases a *OID Bond* in the initial public offering at the *OID Issue Price* for such maturity and who holds such *OID Bond* to its stated maturity, subject to the condition that the Board complies with the covenants discussed above, (a) the full amount of original issue discount with respect to such *OID Bond* constitutes interest which is excludable from the gross income of the owner thereof for federal income tax purposes; (b) such owner will not realize taxable capital gain or market discount upon payment of such *OID Bond* at its stated maturity; (c) such original issue discount is not included as an item of tax preference in computing the alternative minimum tax for individuals under the *Code*; and (d) the accretion of original issue discount in each year may result in certain collateral federal income tax consequences in each year even though a corresponding cash payment may not be received until a later year. Owners of *OID Bonds* should consult their own tax advisors with respect to the state and local tax consequences of original issue discount on such *OID Bonds*.

Owners of Series 2021 Bonds who dispose of Series 2021 Bonds prior to the stated maturity (whether by sale, redemption or otherwise), purchase Series 2021 Bonds in the initial public offering, but at a price different from the *OID Issue Price* or purchase Series 2021 Bonds subsequent to the initial public offering should consult their own tax advisors.

If a Series 2021 Bond is purchased at any time for a price that is less than the Series 2021 Bond's stated redemption price at maturity, or, in the case of a *OID Bond*, its *OID Issue Price* plus accreted original issue discount (the "*Revised Issue Price*"), the purchaser will be treated as having purchased a Series 2021 Bond with market discount subject to the market discount rules of the *Code* (unless a statutory *de minimis* rule applies). Accrued market discount is treated as taxable ordinary income and is recognized when a Series 2021 Bond is disposed of (to the extent such accrued discount does not exceed gain realized) or, at the purchaser's election, as it accrues. Such treatment would apply to any purchaser who purchases an *OID Bond* for a price that is less than its *Revised Issue Price*. The applicability of the market discount rules may

adversely affect the liquidity or secondary market price of such Series 2021 Bond. Purchasers should consult their own tax advisors regarding the potential implications of market discount with respect to the Series 2021 Bonds.

An investor may purchase a Series 2021 Bond at a price in excess of its stated principal amount. Such excess is characterized for federal income tax purposes as "bond premium" and must be amortized by an investor on a constant yield basis over the remaining term of the Series 2021 Bond in a manner that takes into account potential call dates and call prices. An investor cannot deduct amortized bond premium relating to a tax-exempt bond. The amortized bond premium is treated as a reduction in the tax-exempt interest received. As bond premium is amortized, it reduces the investor's basis in the Series 2021 Bond. Investors who purchase a Series 2021 Bond at a premium should consult their own tax advisors regarding the amortization of bond premium and its effect on the Series 2021 Bond's basis for purposes of computing gain or loss in connection with the sale, exchange, redemption or early retirement of the Series 2021 Bond.

There are or may be pending in the Congress of the United States legislative proposals, including some that carry retroactive effective dates, that, if enacted, could alter or amend the federal tax matters referred to above or adversely affect the market value of the Series 2021 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Prospective purchasers of the Series 2021 Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

The Internal Revenue Service (the "Service") has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includible in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Series 2021 Bonds. If an audit is commenced, under current procedures the Service may treat the Board as a taxpayer and the Bondholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Series 2021 Bonds until the audit is concluded, regardless of the ultimate outcome.

Payments of interest on, and proceeds of the sale, redemption or maturity of, tax-exempt obligations, including the Series 2021 Bonds, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any Series 2021 Bond owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any Series 2021 Bond owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

LITIGATION

At the time of delivery of the Series 2021 Bonds, the Board will certify that there is no litigation or other proceeding pending or, to the knowledge of the Board threatened, in any court, agency or other administrative body restraining or contesting the issuance of the Series 2021 Bonds or the pledging of Net Revenues, or in any way affecting the validity of any provision of the Bond Resolution or the Series 2021 Bonds.

LEGAL MATTERS

Certain legal matters incident to the authorization, issuance and sale of the Series 2021 Bonds are subject to the approving legal opinion of Chapman and Cutler LLP, Chicago, Illinois, Bond Counsel, who has been retained by, and acts as Bond Counsel to, the Board. Bond Counsel has not been retained or consulted on disclosure matters and has not undertaken to review or verify the accuracy, completeness or sufficiency of this Official Statement or other offering material relating to the Series 2021 Bonds and assumes no responsibility for the statements or information contained in or incorporated by reference in this Official Statement, except that in its capacity as Bond Counsel, Chapman and Cutler LLP has, at the request of Piper Sandler & Co. (“*Underwriter*”), reviewed the statements under the captions “SUMMARY STATEMENT—Security and Source of Payment,” “—Rate Covenant” and “—Prior Parity Bonds,” “THE SERIES 2021 BONDS,” “SECURITY FOR THE SERIES 2021 BONDS,” “FUTURE PARITY BONDS FOR OTHER INSTITUTIONS,” “TAX MATTERS” and APPENDIX B – “SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION.” This review was undertaken solely at the request and for the benefit of the Underwriter and did not include any obligation to establish or confirm factual matters set forth herein.

Certain legal matters will be passed upon for the Board by its counsel, Nathan D. Lukkes, and certain matters will be passed upon for the Underwriter by Golden Holley James LLP, Chicago, Illinois.

CONTINUING DISCLOSURE

In order to assist the Underwriter in complying with certain provisions of Rule 15c2-12 of the Securities and Exchange Commission (the “*Rule*”) with respect to the Series 2021 Bonds, the Board will agree in a Continuing Disclosure Agreement to submit certain annual financial information and notices of certain events to the Electronic Municipal Market Access (“*EMMA*”) system maintained by the MSRB. The proposed form of the Continuing Disclosure Agreement is included as Appendix D to this Official Statement. The Continuing Disclosure Agreement may be enforced by any beneficial or registered owner of the Series 2021 Bonds, but the Board’s failure to comply will not be a default under the Bond Resolution.

A failure by the Board to comply with the Continuing Disclosure Agreement must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Series 2021 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2021 Bonds and their market price.

The Board has previously entered into similar continuing disclosure agreements with respect to certain of its Outstanding Bonds.

The Board believes that it is in compliance in all material respects with its filing requirements under all of its continuing disclosure agreements.

The Board has created the position of Financial Compliance Officer to assist the Board in meeting its disclosure obligations under the Board’s various continuing disclosure agreements. The Financial Compliance Officer will be responsible for all of the Board’s EMMA filings.

UNDERWRITING

The Series 2021 Bonds are being purchased, subject to certain conditions, by the Underwriter pursuant to a Bond Purchase Agreement between the Board and the Underwriter.

The Underwriter has agreed to purchase all, but not less than all, of the Series 2021 Bonds at a price of \$_____, representing the principal amount of the Series 2021 Bonds, plus an original issue premium of \$_____, less the Underwriter's discount of \$_____, and to make a bona fide public offering of the Series 2021 Bonds at not in excess of the public offering prices set forth on the inside front cover page hereof. The Underwriter will purchase all of the Series 2021 Bonds if any are purchased.

The Underwriter has entered into a distribution agreement ("*Distribution Agreement*") with Charles Schwab & Co., Inc. ("*CS&Co*") for the retail distribution of certain securities offerings at the original issue prices. Pursuant to the Distribution Agreement, CS&Co. will purchase the Series 2021 Bonds from the Underwriter at the original issue price less a negotiated portion of the selling concession applicable to any Series 2021 Bonds that CS&Co. sells.

FINANCIAL STATEMENTS

The Board maintains funds and accounts for each Institutional System under the Bond Resolution. Set forth as Appendix E to this Official Statement are the Financial Statements of the Housing and Auxiliary Facilities System Revenue Bond Funds (the "*Financial Information*") for the Fiscal Years Ended June 30, 2019 and 2018 (unaudited), which present the financial position and results of financial activity of such funds and accounts for the periods indicated. The financial statements report the combined activity of the funds and accounts established under the Bond Resolution for each Institutional System on a cash basis and include supplementary statements for each Institutional System separately. The funds and accounts included in the financial statements are the Housing and Auxiliary Facilities Revenue Fund, the Bond and Interest Sinking Fund Account and the Repair and Replacement Reserve Account. See "SECURITY FOR THE SERIES 2021 BONDS" and "APPENDIX B – SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION – FLOW OF FUNDS," and APPENDIX E – FINANCIAL STATEMENTS OF THE HOUSING AND AUXILIARY FACILITIES SYSTEM REVENUE BOND FUNDS FOR THE FISCAL YEARS ENDED JUNE 30, 2019 AND 2018 (UNAUDITED)."

The financial statements included in Appendix E are not audited but are accompanied by an independent accountant's report on applying agreed upon procedures. The procedures performed by the independent accountant were agreed to by management of the Board solely to assist the Board in evaluating its compliance with its covenants under the Bond Resolution. No opinion has been expressed by the accountant with respect to internal controls or an audit of the financial statements.

The Board expects that the Financial Information for fiscal year 2020 will be available in the early part of January 2021. The Board will promptly post the Financial Information for fiscal year 2020 on EMMA when available. The Board does not anticipate that the Financial Information for fiscal year 2020 will change from the information set forth in the table captioned "HISTORICAL AND PROJECTED CASH FLOW OF THE SYSTEM" in any material respect.

THE SERIES 2021 BONDS ARE OBLIGATIONS OF THE BOARD PAYABLE ONLY IN ACCORDANCE WITH THE TERMS THEREOF AND ARE NOT OBLIGATIONS GENERAL, SPECIAL, OR OTHERWISE, OF THE STATE OF SOUTH DAKOTA. THE SERIES 2021 BONDS DO NOT CONSTITUTE A DEBT, LEGAL OR MORAL, OF THE STATE OF SOUTH DAKOTA, AND ARE NOT ENFORCEABLE AGAINST THE STATE, NOR WILL PAYMENT THEREOF BE ENFORCEABLE OUT OF ANY FUNDS OF THE BOARD, OR OF ANY INSTITUTION, OTHER THAN THE INCOME AND REVENUES PLEDGED AND ASSIGNED TO, OR IN TRUST FOR THE BENEFIT OF, THE BONDHOLDERS.

MISCELLANEOUS

The foregoing descriptions or summaries of the Series 2021 Bonds and the Bond Resolution and all references to other materials not purporting to be quoted in full are only brief outlines of some of the provisions therein and do not purport to summarize or describe all of the provisions thereof. Reference is hereby made to such instruments and other materials for the complete provisions thereof, which may be examined, or copies of which will be furnished, upon request to the Board, Office of the Executive Director, 306 East Capitol Avenue, Suite 200, Pierre, South Dakota 57501-2545.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, including statements of belief, and any estimates are intended as such and not as representations of fact.

AUTHORIZATION

The Board has authorized the distribution of this Official Statement.

At the time of the delivery of the Series 2021 Bonds, the Board will furnish a certificate executed by the Executive Director stating that, to the best knowledge of such person, this Official Statement did not (as of the date hereof) and does not (as of the date of the delivery of the Series 2021 Bonds) contain any untrue statements of a material fact or omit to state any material fact required to be stated herein, or necessary in order to make the statements made herein, in the light of the circumstances under which they were made, not misleading (except for information relating to DTC).

SOUTH DAKOTA BOARD OF REGENTS

By _____
Executive Director, South Dakota Board of Regents

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APPENDIX A

SOUTH DAKOTA BOARD OF REGENTS AND SOUTH DAKOTA HIGHER EDUCATIONAL INSTITUTIONS

GENERAL DESCRIPTION

GOVERNANCE

Control of higher educational institutions in the State of South Dakota is vested in the Board of Regents (the "*Board*").

The Board's duties and responsibilities are described by statute (South Dakota Codified Law Ch. 13-49 through 13-56):

The Board shall have power to establish such departments and courses of study in the institutions under its control as it may think best, to determine what textbooks shall be used, and what requirements for the admission and graduation of students shall be maintained.

The Board shall have power to enact and enforce all rules and regulations, not in conflict with any law, and deemed necessary by it for the wise and successful management of the institutions under its control and for the government for students and employees therein.

The Board may delegate provisionally to the president, dean, superintendent, or faculty of any school under its control, so much of the authority conferred by Section 13-54-4 as in its judgment seems proper and in accordance with usual custom in such cases.

The Board is authorized to confer all scholastic honors and degrees usually granted by such boards; and all degrees, diplomas and certificates of graduation shall be issued and conferred in its name and by its expressed authority. In conferring degrees the Board shall conform as nearly as may be to the best and most reputable current practice in such matters. Students shall be graduated from each institution by the Board upon recommendation of the faculty of such institution.

ADMINISTRATION

The Board's institutions are managed by presidents appointed by the Board and by chief business, research, student and academic vice presidents of each component institution. The chief administrative officers at all of the component institutions report to the Board through Dr. Brian L. Maher, Executive Director and CEO, and meet six times per year. The president prepares annual operating budgets, capital expenditure budgets, maintenance and repair plans, reports and requests for submission to the Board and conducts the ongoing affairs of his or her institution.

Following is summary biographical information relating to each member of the Board, the administrative officers of the Board and the presidents of the component institutions:

BOARD OF REGENTS

President of Board

John W. Bastian

John W. Bastian, Belle Fourche, holds a bachelor's degree in political science from South Dakota State University and a J.D. degree from Hamline University School of Law. He was a circuit court judge for the Fourth Judicial Circuit for 20 years and retired in 2013. Prior to that service, he spent 10 years in the attorney

general's office as an appellate attorney and prosecutor. Bastian is also a veteran of the United States Air Force. He serves part-time with the South Dakota Unified Judicial System and is assigned to preside over cases in the Fourth, Sixth and Seventh Judicial Circuits. Appointed by Governor Dugaard in 2014 to complete the term of the late Randy Morris, his second term will expire in 2022.

Vice President of Board

Jim Morgan

Jim Morgan, Brookings, retired in 2013 after 12 years as president and CEO of Daktronics, concluding a four-decade career at the Brookings-based electronics manufacturer, which is the world's industry leader in designing and manufacturing electronic scoreboards, programmable display systems, and large-screen video displays. He joined Daktronics in the company's first year of operation as its first design engineer, while still a college student. He remains on the company's board of directors. Morgan is a graduate of South Dakota State University, where he earned both his B.S. and M.S. degrees in electrical engineering. Appointed by Governor Dugaard in 2015, his term will expire in 2021.

Secretary of Board

Pam Roberts

Pam Roberts, Pierre, holds a bachelor's degree in commercial economics from South Dakota State University. She retired in 2013 after a career in senior leadership roles, including Secretary of Labor, Commissioner of Personnel, and Chief of Operations, in the administrations of governors Janklow, Mickelson, Miller, Rounds, and Dugaard. Roberts and her husband, Clay, operate their family's ranch in Stanley and Lyman counties. Appointed by Governor Dugaard in 2016, her term will expire in 2022.

Student Board Member

Brock Brown

Brock Brown, Lake Norden, is enrolled in undergraduate studies in the history education program at South Dakota State University, which he plans to complete in May 2022. Brown first became involved at SDSU through residence hall government, then became president of the Residence Hall Association, and later a Students' Association senator. Appointed by Governor Noem in 2020, his term will expire in 2022. After graduation, Brown plans to become a high school teacher in South Dakota.

Board Member

Randy Schaefer

Randy Schaefer, Madison, is a 1984 Dakota State University graduate with a bachelor's degree in education. He is a State Farm Insurance agent in Madison where he has achieved many accomplishments, including Agency Masters Club and Chairman's Circle. He is an active member of Madison's Chamber of Commerce and the Lake Area Development Association. Schaefer currently serves on the DSU Foundation Board of Trustees and is active in supporting local and area schools and their students. Appointed by Governor Rounds in 2009, his term will expire in 2021.

Board Member

Joan Wink

Joan Wink is a professor emerita of California State University, Stanislaus. In addition, Joan has been an adjunct professor at Black Hills State University, South Dakota State University, and The College of New Jersey in Mallorca, Spain. Joan began a six-year term to the South Dakota Board of Regents in April 2017. Throughout her career, she has focused on languages, literacy, and learning in pluralistic contexts. Dr. Wink completed her Ph. D. in Curriculum and Instruction (Texas A&M, 1991); two masters' degrees from the University of Arizona (Spanish, 1981; Educational Foundations/Bilingual, 1985); and a Spanish and English undergraduate degree from Yankton College, SD, 1966. During her experiences in K-12 public education, Joan taught Spanish, English, reading, language arts in junior and senior high school in

Pennsylvania, Arizona, Texas, and California. She directed federal grants and was the bilingual/ESL/migrant education coordinator in California.

Joan continues consulting, writing, and speaking nationally and internationally. Joan maintains an active website (joanwink.com) and a blog, *WinkWorld*, (<http://www.joanwink.com/wink-world/>). She has published widely in scholarly journals and is the author of *Critical Pedagogy: Notes from the Real World* (4 editions), *A Vision of Vygotsky* with LeAnn Putney, and *Teaching Passionately: What's Love Got to Do with It?* with Dawn Wink. Joan's most recent book is *The Power of Story* links libraries and literacies through the power of story, both oral and written. Libraries Unlimited/ABCLIO published this book in 2018.

Board Member

Jim Thares

Jim Thares, Aberdeen, is the founder and CEO of Primrose Retirement Communities, an Aberdeen company founded in 1989 that currently operates 35 senior living communities in 16 states. He has also worked in hotel development and as a certified public accountant. Thares is a graduate of Moorhead State University, where he earned his degree in accounting. Appointed by Governor Dugaard in 2017, his term will expire in 2023.

Board Member

Barb Stork

Barb Stork, Dakota Dunes - (Union County), founded and, from 1989 to 2016, served as CEO of Midwest Provisions Inc., a multi-million-dollar contract food service company serving large corporations throughout the Midwest from South Dakota to Texas. She also served as chair of the Sanford Health System Board of Trustees and is a past chairwoman of the Sioux Falls Area Chamber of Commerce. A native of Ute, Iowa, Stork earned a bachelor's degree in business administration from West Texas A&M University in Canyon, Texas. Appointed by Governor Noem in 2019, her term will expire in 2025.

Board Member

Kevin V. Schieffer

Kevin Schieffer, Sioux Falls, holds a bachelor's degree from the University of South Dakota and is a graduate of Georgetown University School of Law, where he also served as an adjunct professor of law. He is a business consultant in Sioux Falls and retired in 2008 after 12 years as chief executive officer of Cedar American Rail Holdings Inc., the largest regional railroad system in the U.S. He was appointed as United States attorney for South Dakota by President George H.W. Bush in 1991. He has engaged in the private practice of law and served as chief of staff to former U.S. Sen. Larry Pressler from 1982 to 1991. Appointed by Governor Dugaard in 2013, his term will expire in 2021.

ADMINISTRATIVE OFFICERS

Executive Director and CEO

Dr. Brian L. Maher

Brian L. Maher was appointed June 24, 2020, to lead South Dakota's six public universities and two special schools as the Board of Regents' executive director and chief executive officer. Dr. Maher began his duties with the Board of Regents in the Pierre central office July 6, 2020.

Dr. Maher's experience in educational administration includes 21 years as a superintendent of K-12 school systems. He came to the Board of Regents after five years as superintendent of the Sioux Falls School District, South Dakota's largest public school district serving more than 23,000 students. He was superintendent of schools in two Nebraska districts, Kearney and Centennial, from 1999 to 2015.

A Nebraska native, he also worked as a school principal and began his career in education teaching

mathematics, computer science, and physics. He was honored as Nebraska's superintendent of the year in 2015.

He holds a doctorate in educational administration from the University of Nebraska and a master's degree, also in educational administration, from the University of Nebraska at Omaha. His bachelor's degree in mathematics education is from Midland Lutheran College (now Midland University) in Fremont, Neb. Maher's family includes his wife, Peg, and together they have three grown children, Lindsey, Brett, and Maggie.

Vice-President of Finance and Administration

Heather K. Forney, CPA

Heather Forney started with the Board of Regents in 2009 working in the finance area and left in 2014 to take on the role of controller at the South Dakota School of Mines & Technology (SDSMT). She was promoted to Vice President of Finance and Administration at SDSMT prior to her return to the Board office in September of 2020 as the System VP of Finance and Administration. In addition to her previous work for the Board of Regents, she acted as the deputy executive director for the South Dakota Public Utilities Commission, served in academia as an adjunct instructor of economics and accounting, and worked in public accounting. She holds master's and bachelor's degrees in accounting, both from the University of South Dakota and is a Certified Public Accountant. She has been involved in all aspects of South Dakota higher education finances, including management of components of the auxiliary system for over a decade.

PRESIDENTS

President - Black Hills State University

Dr. Laurie Stenberg Nichols

Dr. Laurie Stenberg Nichols is the 11th president of Black Hills State University in Spearfish, South Dakota. Prior to this appointment, Nichols led the University of Wyoming as its 26th president, the first woman to hold this post. From 2009 to 2016 she served as provost and vice president for academic affairs at South Dakota State University. From 1994 to 2009 she was dean of family and consumer sciences at South Dakota State University. In 2008 she was tapped to be the interim president at Northern State University. President Nichols was an American Council on Education (ACE) fellow, class of 2006-2007. Prior to that, she taught at secondary and post-secondary levels in South Dakota, Colorado, Nebraska, Ohio, Idaho, and Iowa.

A native of Colman, S.D., Nichols received her undergraduate degree in home economics education from South Dakota State University. She holds a master's of education degree in vocational and adult education from Colorado State University and a Ph.D. in family and consumer sciences education/family studies from The Ohio State University.

President - Dakota State University

Dr. Jose-Marie Griffiths

Dr. José-Marie Griffiths is president of Dakota State University in Madison, South Dakota. President Griffiths has spent her career in research, teaching, public service, corporate leadership, economic development, and higher education administration. She has served in presidential appointments to the National Science Board, the U.S. President's Information Technology Advisory Committee, and the U.S. National Commission on Libraries and Information Science. She has recently been appointed a member of the National Security Commission on Artificial Intelligence, part of the John S. McCain National Defense Authorization Act for 2020 and is chairman of the Workforce Subcommittee for the commission. She has led projects for over 28 U.S. federal agencies such as the National Science Foundation, NASA, the Department of Energy, and various intelligence and military agencies, over 20 major corporations such as AT&T Bell Laboratories and IBM, in over 35 countries, and worked with seven major international organizations, including NATO and the United Nations. She has received over 20 significant awards in science, technology, teaching and the advancement of women in these fields.

President - Northern State University**Dr. Tim Downs**

Dr. Downs became the 17th president of Northern State University in May 2016. Prior to joining NSU, Dr. Downs was the provost and chief academic officer of New York's Niagara University, where he provided leadership and supervision for all facets of Niagara University's academic affairs work since 2011. As provost, Dr. Downs helped redefine the first-year student assessment process at Niagara to better place students in courses for academic success. Dr. Downs began his career as a professor and evolved into the administrative ranks. He has extensive experience in the public higher education arena, with 14 years spent working in the state higher education systems of California and Kansas. He holds a Ph.D. in organizational communication from the University of Oklahoma, a master's degree in communication studies from West Virginia University, and a bachelor's degree, also in communication studies, from California State University, Sacramento.

President - South Dakota School of Mines & Technology**Dr. James Rankin**

James (Jim) Rankin, PhD returned to his alma mater as the 19th president of South Dakota School of Mines & Technology. A South Dakota native from Draper and Fort Pierre, Rankin graduated from SD Mines in 1978 with a Bachelor of Science degree in electrical engineering. Prior to returning to Mines, Dr. Rankin's leadership as vice-provost for research and economic development at the University of Arkansas generated more than 50 start-up companies and significantly increased annual external funding to \$103 million. He led efforts to develop the institution's first strategic plan in research and economic development, instituted several faculty recognition programs, and developed an expedited industry contracting process. Previously at Ohio University, Rankin was interim vice president for research, associate dean, professor of electrical engineering, and director of the Avionics Engineering Center. He has also been a professor at St. Cloud State University and an engineer at Rockwell-Collins. Rankin's personal research has been funded by numerous NASA and FAA grants. His Ph.D. and master's degrees in electrical engineering were earned at Iowa State University.

President - South Dakota State University**Dr. Barry H. Dunn**

Dr. Barry H. Dunn, the endowed dean of the College of Agriculture and Biological Sciences, director of SDSU Extension, and professor of animal science at South Dakota State University, became SDSU's 20th president in June 2016. Dunn graduated from SDSU with a Bachelor's degree in Biology in 1975 and later completed two graduate degrees at the Brookings campus. As the South Dakota Corn Utilization Council endowed Dean of Agriculture and Biological Sciences, Dunn administered a \$78 million annual budget, which included more than \$20 million in grant and contract awards, along with fundraising and development. He first worked in Brookings as an Extension livestock specialist and assistant professor in the Department of Animal and Range Science from 1997 to 2004. He returned to SDSU after spending six years at Texas A&M University-Kingsville as executive director of the King Ranch Institute for Range Management. Along with his undergraduate biology degree, he holds Master's and Doctorate degrees in Animal Science, all from SDSU.

President - University of South Dakota**Sheila K. Gestring, MBA**

Sheila K. Gestring, M.B.A., became the 18th president of the University of South Dakota on June 22, 2018, after serving as chief financial officer since 2010 and a part of the USD finance staff since 2006. She is a South Dakota native, and the second USD graduate and woman to serve as president.

Gestring obtained her undergraduate degree in Accounting and Business Administration from the University of Sioux Falls and her M.B.A. from the University of South Dakota. Gestring started her career working in various finance related positions for the State of South Dakota Departments of Health, Transportation and Human Services. She moved on to become the Director, Internal Audit for the South

Dakota Board of Regents. Prior to her time at USD, Gestring served as the CFO at Flathead Valley Community College in Kalispell, MT until 2006. She was an instrumental leader in the University of South Dakota Foundation's 'Onward' campaign, which surpassed over \$250 million raised for student scholarships and development. Beyond her commitment to the university, Gestring has been a driving force in growing the city of Vermillion and creating a positive, symbiotic relationship between the community and university serving as past chairperson of the Vermillion Chamber and Development Corporation and a member of multiple Vermillion NOW campaigns.

COMPONENT INSTITUTIONS

A summary description of the component institutions follows:

Black Hills State University offers 22 certificate, 5 associate, 56 baccalaureate and 9 master's degree programs within 3 academic units including the College of Liberal Arts, the College of Business and Natural Sciences, and the College of Education and Behavioral Sciences.

Dakota State University offers 21 undergraduate certificates, 8 graduate certificates, 44 minors, 6 associate, 26 baccalaureate, 7 master's, and 4 doctoral degree programs within 4 academic units including the College of Arts and Sciences, the Beacom College of Computer and Cyber Sciences, the College of Business and Information Systems, and the College of Education.

Northern State University offers 21 certificate, 6 associate, 45 baccalaureate, and 9 master's degree programs housed within its academic units: the College of Arts and Sciences; the College of Professional Studies, which includes the School of Business and Millicent Atkins School of Education; and the School of Fine Arts.

South Dakota School of Mines & Technology offers 11 certificate, 1 associate, 22 baccalaureate, 16 masters, and 10 doctoral degree programs.

South Dakota State University offers 82 majors, 35 specializations, 97 minors, 37 master's degree programs, 16 doctoral programs, and three professional doctorates within 9 academic units including the College of Agriculture Food and Environmental Sciences, the College of Arts, Humanities and Social Sciences, The College of Education and Human Sciences, the College of Natural Sciences, the Jerome J. Lohr College of Engineering, the College of Nursing, the College of Pharmacy and Allied Health Professions, the Graduate School, and the Van D. & Barbara B. Fishback Honors College.

The University of South Dakota offers 54 certificate, 3 associate, 72 baccalaureate and 36 master's, and 18 doctoral degree programs in addition to 2 graduate education specialist degrees and terminal doctoral degrees in law and medicine within 8 academic units including the College of Arts and Sciences, the Beacom School of Business, the School of Education, the College of Fine Arts, the Graduate School, the Knudson School of Law, the Sanford School of Medicine, and the School of Health Sciences.

ENROLLMENT

The following are the historical headcount enrollment and FTE figures at the institutions during the past five fall semesters:

**Fall Headcount Enrollment by
Component Institutions**

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
BHSU	4,244	4,178	4,035	3,858	3,608
DSU	3,190	3,307	3,382	3,268	3,186
NSU	3,587	3,611	3,493	3,427	3,431
SDSMT	2,859	2,778	2,654	2,529	2,477
SDSU	12,613	12,527	12,107	11,518	11,405
USD	10,038	10,261	10,066	9,920	9,459
TOTAL	36,531	36,662	35,737	34,520	33,566

**Fall Full-time Equivalent Enrollment by
Component Institutions**

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
BHSU	2,825	2,806	2,646	2,521	2,357
DSU	1,897	1,989	2,037	2,063	2,046
NSU	1,954	1,931	1,913	1,817	1,770
SDSMT	2,394	2,327	2,197	2,156	2,040
SDSU	10,130	10,108	9,802	9,403	9,248
USD	7,400	7,473	7,497	7,344	7,125
TOTAL	26,600	26,634	26,092	25,304	24,586

The following are the combined historical headcount enrollment figures for undergraduate and graduate and professional students at all of the institutions during the previous five fall semesters.

Headcount Enrollment by Undergraduate and Graduate

<u>Fall Term</u>	<u>Undergraduate</u>	<u>Graduate and Professional</u>	<u>Total</u>
2020	28,215	5,351	33,566
2019	29,114	5,406	34,520
2018	30,073	5,664	35,737
2017	30,876	5,786	36,662
2016	30,515	6,016	36,531

The following are the historical undergraduate admissions figures for the institutions for the previous five fall semesters:

Historical Undergraduate Admissions						
	Fall Semesters					
	BHSU	DSU	NSU	SDSMT	SDSU	USD
2016						
Freshman:						
Applications	1,614	917	1,015	1,352	5,173	3,604
Acceptances	1,287	755	594	1,157	4,695	3,180
Matriculants	44%	44%	59%	43%	48%	40%
Transfers						
Applications	490	561	258	288	1,378	1,327
Acceptances	401	443	171	191	1,092	981
Matriculants	67%	61%	66%	51%	58%	55%
2017						
Freshman:						
Applications	1,698	968	994	1,436	5,550	3,866
Acceptances	1,477	819	839	1,204	5,072	3,359
Matriculants	38%	47%	39%	38%	45%	40%
Transfers						
Applications	541	586	196	268	1,289	1,277
Acceptances	458	488	163	175	1,038	1,034
Matriculants	62%	59%	67%	49%	59%	58%
2018						
Freshman:						
Applications	1,858	1,058	1,068	1,460	5,390	4,120
Acceptances	1,647	880	941	1,211	4,982	3,535
Matriculants	30%	46%	36%	38%	44%	41%
Transfers						
Applications	399	519	220	203	1,110	1,135
Acceptances	344	417	184	119	914	883
Matriculants	65%	60%	52%	57%	55%	60%
2019						
Freshman:						
Applications	1,810	1,381	1,410	1,505	5,861	4,434
Acceptances	1,789	1,118	1,191	1,153	5,277	3,831
Matriculants	28%	38%	29%	41%	40%	34%
Transfers						
Applications	293	504	188	179	1,008	920
Acceptances	288	398	150	111	850	689
Matriculants	62%	62%	62%	59%	59%	63%

Historical Undergraduate Admissions						
Fall Semesters						
	BHSU	DSU	NSU	SDSMT	SDSU	USD
2020						
Freshman:						
Applications	1,392	967	1,038	1,328	5,290	3,386
Acceptances	1,161	818	816	1,139	4,705	3,087
Matriculants	38%	47%	42%	40%	44%	42%
Transfers						
Applications	320	438	211	178	877	677
Acceptances	244	358	135	120	721	547
Matriculants	66%	60%	63%	49%	62%	64%

The non-resident student population has grown from 7,714 students representing 25.1% of the student population in fall 2005, to 12,827 or 38.2% of the student population for fall 2020. Recruiting and retaining non-resident students is one of the Board's strategic goals in order to meet the State's workforce needs and to offset the aging population. The institutions recruit heavily throughout the Midwest as well as in states where demand exceeds capacity. The following table sets forth, by percentage, a breakdown of the System's enrollment by residency classification for the previous five fall semesters:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
In-State Students	62.1%	62.2%	62.0%	61.8%	61.8%
Out-of-State Students	33.1	33.1	33.6	34.1	34.9
Foreign Students	4.8	4.7	4.4	4.1	3.3
TOTAL	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>

In fall 2020, South Dakota's overall college enrollment dropped for the third consecutive year; however, at least a portion of that is directly connected to the coronavirus pandemic.

Institution Enrollments

	<u>Actual</u>	<u>Actual</u>	<u>Percent</u>
	<u>2010-11</u>	<u>2020-21</u>	<u>Change</u>
Headcount	36,440	33,566	-7.9%
Full-Time Equivalents	26,625	24,586	-7.7%

Enrollments for fall 2020 at the Institutions took a slight dip compared to fall 2019, decreasing by nearly three percent. Headcount enrollment decreased by 954 students, or 2.76%, compared to 2019. The number of full-time equivalent students being served decreased by 718 students or 2.84% from 2019. Given the very low unemployment rates, coupled with the coronavirus pandemic, decreases in enrollment were not surprising. Increasing student retention, growing the non-traditional student population, improving graduation rates, and recruiting non-residents have been key components of the enrollment management strategy of the Board.

In light of the uncertainty of the coronavirus pandemic, campus enrollments were relatively stable, and even grew in some areas. The number of graduate students increased, as did the number of students wishing to remain close to home, with campuses seeing a record number of students from the region.

The retention rates for campuses have been improving since the Board began to track and reward Institutions for improvements. The retention rate for new degree seeking students from fall 2006 to fall 2007 was 70% for the Institutions. That has increased to 81% for new degree-seeking students retained from fall 2019 to fall 2021. The 81% retention rate is an increase of 3% from 2019. (Source: Regents Information Systems.) Nationally, the student retention rate at 4-year public institutions is 74.3% for fall 2017, the most recent data available. (Source: NCES IPEDS Data Center.)

The Board and the Institutions have made distance education a priority to reach more place-bound and non-traditional students. The Board has focused on distance education opportunities by encouraging the growth of distance programs and building educational centers in three population centers in the state. The Institutions enrolled nearly 60,000 students in distance education courses in fiscal year 2020, an increase of 153% over fiscal year 2015. This growth represents an investment by the institutions in offering more courses and programs via distance and the significant change to hybrid and distance offerings as a result of the coronavirus pandemic. Distance education uses a variety of delivery mechanisms, primarily through the internet and the Digital Dakota Network and the off-campus centers in Sioux Falls, Pierre, and Rapid City.

Distance Education Enrollments Fall 2015 – Fall 2020

Enrollment Measurement	Fall 2015	Fall 2016	Fall 2017	Fall 2018	Fall 2019	Fall 2020	5-Year Change
Unduplicated Headcount	13,475	14,069	15,312	15,136	14,870	24,932	85.0%
Total Enrollment	23,726	24,912	27,819	27,557	26,739	60,043	153.1%
Total Credit Hours	67,288	68,591	76,556	76,337	74,316	159,860	137.6%

FACULTY AND EMPLOYEES

The number of faculty and employees budgeted by the component institutions of the System as of July 1, 2020, the most recent date for which such information is available is set forth in the following table:

	<u>Faculty and Employees</u>
Faculty (FTE)	1,666
All Other Employees (FTE)	3,472
Subtotal	5,138
Board Administration (FTE)	23
Total	<u>5,161</u>

FINANCIAL INFORMATION

The table below reflects the Condensed Combined Balance Sheet of the institutions at June 30, 2017, 2018 and 2019.

Condensed Combined Balance Sheet of the Institutions
(In Thousands)

	<u>2017</u>	<u>2018</u>	<u>2019</u>
Assets & Deferred Outflows:			
Current Assets	\$ 360,961	\$ 392,526	\$ 409,662
Restricted Assets	278,122	233,008	245,866
Other Noncurrent Assets	388,331	447,101	427,814
Capital Assets, Net	1,152,699	1,218,059	1,301,359
Deferred Outflows	129,864	156,928	130,011
Total Assets & Deferred Outflows	<u>\$ 2,309,977</u>	<u>\$ 2,447,622</u>	<u>\$ 2,514,712</u>
Liabilities & Deferred Inflows:			
Current Liabilities	136,803	156,408	162,523
Noncurrent Liabilities	633,567	562,948	597,437
Deferred Inflows	15	26,286	26,229
Total Liabilities & Deferred Inflows	<u>\$ 770,385</u>	<u>\$ 745,642</u>	<u>\$ 786,189</u>
Net Position:			
Invested in Capital Assets, Net of Related Debt	682,479	733,108	814,467
Restricted for Pensions	73,814	122,639	95,667
Restricted	641,799	690,049	675,365
Unrestricted	141,500	156,183	143,024
Net Position	<u>\$ 1,539,592</u>	<u>\$ 1,701,979</u>	<u>\$ 1,728,523</u>

The following table presents the Combined Statement of Revenues, Expenses and Changes in Net Assets of the institutions (Unaudited) for the fiscal years ended June 30, 2017, 2018 and 2019.

**COMBINED STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET
POSITION OF THE INSTITUTIONS
(In Thousands)**

	<u>2017</u>	<u>2018</u>	<u>2019</u>
Operating Revenue:			
Tuition and Fees (net of discounts and allowances for scholarships of \$40,979)	\$254,470		
Tuition and Fees (net of discounts and allowances for scholarships of \$43,140)		\$254,966	
Tuition and Fees (net of discounts and allowances for scholarships of \$45,739)			\$253,926
Use of Money and Property			
Sales and Services (net of discounts and allowances for scholarships of \$11,884)	118,612		
Sales and Services (net of discounts and allowances for scholarships of \$12,877)		122,005	
Sales and Services (net of discounts and allowances for scholarships of \$13,866)			120,706
Administering Programs	108,817	116,733	118,099
Other Revenue	115,549	75,041	71,656
Total Operating Revenue	<u>\$597,448</u>	<u>\$568,745</u>	<u>\$564,387</u>
Operating Expenses:			
Personal Services and Benefits	\$396,947	\$452,349	\$473,614
Travel	19,129	20,272	21,694
Contractual Services	114,183	119,676	127,842
Supplies and Materials	63,847	67,209	61,281
Grants and Subsidies	38,935	35,361	38,836
Other	6,627	4,050	2,113
Interest	43	301	62
Depreciation/Amortization	47,472	53,355	58,665
Total Operating Expenses	<u>\$687,183</u>	<u>\$752,573</u>	<u>\$784,107</u>
Operating Income (Loss)	(\$157,851)	(\$155,125)	(\$219,720)
Non-operating Revenue (Expenses):			
Gain/(Loss) on Disposal of Assets	(\$2,209)	(\$892)	\$4,345
Realized Gain on Defeasance of Bonds	0	0	0
Interest Income	(1,077)	18,391	(1,760)
Interest Expense	(22,502)	(22,692)	(21,156)
Other Expense	(8,305)	(9,515)	(19,352)
State Aid from Primary Government	232,245	206,253	213,843
Federal Appropriation	7,192	5,216	6,861
Grant and Other Income	33,883	36,613	30,629
Depreciation	0	0	0
Total Non-operating Revenue (Expenses)	<u>239,227</u>	<u>\$233,374</u>	<u>213,410</u>

Income (Loss) Before Capital Grants	\$78,249	\$134,451	(\$6,310)
Capital Grants	5,468	4,857	14,301
Additions to Endowments and Special Items	12,512	23,508	19,077
Change in Net Position	\$96,229	\$162,816	\$27,068
Net Position at Beginning of Year, restated	\$1,443,363	\$1,539,165	\$1,701,981
Net Position at End of Year	\$1,539,592	\$1,701,981	\$1,728,523

STATE APPROPRIATIONS

The operations of the institutions are dependent upon the continued support of the State through appropriations of general revenues. The Legislature is a part-time body that meets annually and appropriates funds on a fiscal year basis, July 1 through June 30. The State Legislature appropriated \$228.2 million in general funds for the Board of Regents institutions for the 2020-2021 fiscal year. The total budget for the System was \$819 million.

The higher education budget in South Dakota tends to be a base plus budget with no current formulas or statutes governing the funding levels. The State Legislature funds targeted appropriations by adding them to the base budgets of the institutions. State funding support over the last decade has focused on the ability of higher education to grow the state's economy through research and providing an educated workforce to drive the state's economy and meet the needs of the state's citizens.

The State support of higher education grew at an average rate of 4.5% from fiscal year 2000 to fiscal year 2009. Similar to other states, starting in fiscal year 2010 the State began to experience a downturn in the economy and the public universities budget was cut by \$12.2 million or 7.9%. All but \$700,000 of this was replaced with federal American Recovery and Reinvestment Act ("ARRA") funding. In fiscal year 2011, the budget was again cut by \$2.4 million or 1.7%. The cuts for fiscal year 2010 and fiscal year 2011 were both backfilled with tuition funding. The fiscal year 2012 base State budget was cut by \$14.1 million, or a 10.3% reduction of State funding. A similar reduction in funding was made across state government to balance the State's budget. Tuition was used to backfill \$9.1 million of the Board's cut with a final cut of \$5.6 million. While the institutions experienced a reduction in state funding from fiscal year 2010 to fiscal year 2012, the System only suffered an actual loss in revenue of about \$3.0 million or 1.9% when considering tuition revenue increases related to rate increases and enrollment growth. In fiscal year 2013, higher education received \$1.4 million or .9% in new State funding. The "ARRA" funding was replaced with State dollars totaling \$10.6 million and a \$4.5 million employee compensation package was appropriated giving us a total increase in State funding of \$16.6 million or 11%. In fiscal years 2014 and 2015, the general fund increase totaled \$12.6 million and \$13.4 million respectively or a 7.5% increase in both fiscal year 2014 and fiscal year 2015. In fiscal year 2016, the general fund increase was reduced by nearly half in comparison to the two previous fiscal years, totaling \$7.3 million or 3.8% over fiscal year 2015. For fiscal year 2017, the general fund base was increased by \$10.7 million or 5.3%. In fiscal year 2018, base budgets were cut across the state government, with the System taking a \$3.5 million cut in general funds or -1.7%. The fiscal year 2019 general fund budgets saw an increase of \$4.8 million or 2.3% to base funding. fiscal year 2020 saw continued growth to the general fund base of \$10.8 million, 4.8%, which included a \$7.2 million salary package. For fiscal year 2021, the general funds budget increased by \$4.0 million or 1.79% to base funding.

Future levels of State support are dependent upon the ability and willingness of the State Legislature to make appropriations to the institutions taking into consideration the availability of financial resources and other potential uses of such resources.

TUITION AND FEES

The Board adopted a strategic plan in 2014 that identified affordability as one of four strategic goals. To that end, the Board has been focused on minimizing tuition increases for resident students. For fiscal year 2015-fiscal year 2018, the Board requested the funding from the State to freeze tuition including funding to cover mandatory cost increases related to the salary and benefit package, and inflation on operating expenses. The request was funded for fiscal year 2015 and fiscal year 2017 and resident on-campus students did not see an increase in tuition and mandatory fees for those years. There was no increase in tuition for students for fiscal year 2021. Room and board costs were adjusted only to cover mandatory costs or as planned to pay for any housing improvements, with an average increase of 0.3% in fiscal year 2021. Off-campus and distance delivery rates were also held flat.

Following is a table showing the total tuition and fees charged by each institution for a full-time student for academic year 2020-21.

Tuition and Fees for Full-time Students**Academic Year 2020-21**

	Undergraduate Resident	Undergraduate Nonresident	Graduate Resident	Graduate Nonresident
BHSU	\$ 8,672	\$12,155	\$8,824	\$15,689
DSU	9,536	12,606	8,880	15,745
NSU	8,751	11,822	8,887	15,752
SDSMT	10,050	14,432	9,226	17,336
SDSU	9,114	12,620	9,286	16,744
USD	9,332	12,807	9,391	16,849

Prior to fiscal year 2007, the Board offered students from 14 states that were part of an interstate compact a reduction in nonresident tuition rates. The non-resident rate for states in the compact was 150% of the resident rate. All other nonresident students paid 320% of the resident tuition rate. Starting in fiscal year 2007, the Board reduced the nonresident rate for all states to 150%. The institutions aggressively recruited in target states and grew their nonresident enrollments. The Board monitored the revenues through fiscal year 2010 and found that enrollments were offsetting the reduced rate, and in fact overall revenues were increasing. The Board authorized an adjacent state tuition program offering new freshman and new transfer students from Wyoming, Montana, North Dakota, Nebraska, Iowa, and Colorado a tuition rate equivalent to the resident undergraduate rate set for each university starting summer 2020. On-campus nonresident enrollments increased from 25% of total headcount in fiscal year 2006, to 45.1% in fiscal year 2018, an increase of 3,558 students.

While many states have experienced double digit tuition and fee increases over the last decade, the Board has been very conscious of student affordability. The Board monitors the cost in the surrounding states and looks closely at resident and non-resident costs. Beginning in fiscal year 2013 the Board changed the number of credit hours required for graduation from 128 credits to 120. The average tuition and fee increase over the last six years for an undergraduate resident has been 2.45%.

**History of Tuition and Fee Rates
Undergraduate Resident**

	<u>Average Cost</u>	<u>\$ Change</u>	<u>Percent Change</u>
FY03	\$4,179.73	\$310.61	8.0%
FY04	4,551.47	371.73	8.9
FY05	4,903.77	352.31	7.7
FY06	5,178.22	274.44	5.6
FY07	5,580.67	402.45	7.8
FY08	5,951.55	370.88	6.6
FY09	6,474.33	522.78	8.8
FY10	6,904.08	429.75	6.6
FY11	7,217.27	313.18	4.5
FY12	7,721.05	503.78	6.9
FY13	7,675.61	(45.43)	(.6)
FY14	8,038.50	362.89	4.7
FY15	8,038.50	0.00	0.0
FY16	8,475.00	436.50	5.4
FY17	8,503.75	28.75	0.3
FY18	8,811.33	307.58	3.6
FY19	9,018.00	206.67	2.3
FY20	9,298.67	280.67	3.1
FY21	9,298.67	0.00	0.0
		Average Increase	4.75%

The State began to fund the South Dakota Opportunity Scholarship Program in fiscal year 2005. The scholarship program is the first state-funded merit-based scholarship program. The scholarship value was \$5,000 over four years. For students starting in fiscal year 2016, the scholarship was increased from \$5,000 to \$6,500, or about 19% of the tuition and fees for an eligible undergraduate student over a four-year period. New students receive \$1,300 for the first three years and \$2,600 for the last year. As of fall 2018, there were 4,062 recipients attending all South Dakota institutions, with 3,183 at the Board of Regents' universities.

TEN YEAR CAPITAL INVESTMENT PLAN

The Board funds the maintenance and repair and any capital investments to its academic facilities by dedicating 11.5% of all tuition to the Higher Education Facilities Fund ("HEFF"). The creation of the fund and the uses of the dollars are provided in the South Dakota Codified Laws. Any investment in academic facilities requires approval by the South Dakota Legislature. Each year the South Dakota Legislature appropriates the funds for maintenance and repair and approves any major remodels, or new facilities through passage of legislation. In 2000, 2005 and 2012, the South Dakota Legislature approved the Board's proposed Ten-Year Capital Investment Plan. The current 2012 ten-year plan represents a principal investment of \$105,000,000 of HEFF and \$95,252,182 of private and federal money into academic facilities. The Board and institutions have been aggressive in investing in infrastructure and buildings to make the campuses attractive to today's demanding students. The Board's 2012 Ten-Year Capital Investment Plan follows.

2012 Ten-Year Plan Proposed Funding Schedule

September 2020

Project		Fund Sources				Bonded			Proposed Bonding	
		HEFF Bonds	Other Bonds	Other Funds	Project Total	FY2014	FY2015	FY2017	FY22	FY27
Infrastructure Projects**										
BHSU	Infrastructure Repair and Upgrade	\$4,000,000		\$500,000	\$4,500,000	\$4,000,000				\$0
DSU	Energy Efficiency and ADA Compliance	\$1,275,000		\$0	\$1,275,000	\$1,275,000				\$0
NSU	Street Improvements	\$600,000		\$0	\$600,000	\$600,000				\$0
SDSM&T	Utility Infrastructure	\$2,740,000		\$500,000	\$3,240,000	\$2,740,000				\$0
SDSU	Utility Tunnel, Steam/Condensate Infrastructure Repair & Modernization	\$7,000,000		\$10,434,000	\$17,434,000	\$7,000,000				\$0
SDSU	Utility Repairs & Upgrades - Water, Sanitary Sewer, Storm Sewer	\$5,000,000		\$5,043,000	\$10,043,000	\$0				\$5,000,000
USD	Mechanical Overhaul & Modernization	\$8,000,000		\$2,000,000	\$10,000,000	\$8,000,000				\$0
		\$28,615,000		\$18,477,000	\$47,092,000	\$23,615,000	\$0	\$0	\$0	\$5,000,000
Building Projects										
BHSU	Jonas Science Renovation	\$1,250,000		\$2,900,000	\$4,150,000	\$1,250,000				\$0
BHSU	E. V. Berry Library Renovation	\$3,000,000		\$1,500,000	\$4,500,000	\$0			\$3,000,000	\$0
DSU	Information Systems Building	\$6,000,000		\$5,400,000	\$11,400,000	\$0	\$6,000,000			\$0
NSU	Johnson Fine Arts Center Renovation and Addition	\$5,000,000		\$9,108,648	\$14,108,648	\$5,000,000				\$0
SDSM&T	Chemistry/Chemical Engineering Renovation **	\$6,040,000		\$519,000	\$6,559,000	\$0	\$6,040,000			\$0
SDSU	New Headhouse & Greenhouses	\$1,000,000		\$3,414,000	\$4,414,000	\$1,000,000				\$0
SDSU	Architecture, Math & Engineering	\$10,000,000		\$5,755,142	\$15,755,142	\$10,000,000				\$0
SDSU	Visual Arts Facility	\$7,500,000		\$4,900,000	\$12,400,000	\$0				\$7,500,000
SDSU	Performing Arts Center	\$13,000,000		\$35,391,807	\$48,391,807	\$0		\$13,000,000		\$0
SDSU	New Cow-Calf Research & Education Unit - Volga	\$900,000	\$2,000,000	\$1,732,500	\$4,632,500	\$900,000				\$0
USD	Science, Health, and Research Lab Building*	\$9,695,000		\$3,904,085	\$13,599,085	\$8,695,000				\$0
USD	Patterson Hall Renovation	\$5,500,000		\$250,000	\$5,750,000	\$5,500,000				\$0
USD	Allied Health Facility	\$7,500,000		\$0	\$7,500,000	\$0			\$7,500,000	\$0
		\$76,385,000	\$2,000,000	\$74,775,182	\$153,160,182	\$33,345,000	\$12,040,000	\$13,000,000	\$10,500,000	\$7,500,000
Total Infrastructure Plus Building Projects		\$105,000,000	\$2,000,000	\$93,252,182	\$200,252,182	\$56,960,000	\$12,040,000	\$13,000,000	\$10,500,000	\$12,500,000

NO PENSION OBLIGATIONS

Employees of the Board and the institutions participate in the State of South Dakota's pension and other postemployment benefit (OPEB) plans for which the State is responsible for making employer contributions. As such, the Board and the institutions do not carry any pension or OPEB liabilities. As of June 30, 2016, the State had no unfunded pension obligations with respect to its OPEB.

STATE, FEDERAL AND PRIVATE RESEARCH EXPENDITURES

Federal agencies continue to provide the largest portion of funding for the institutions' research and training projects. The following table sets forth the amounts of research expenditures sponsored by federal agencies during fiscal year 2020, the last year for which such numbers are available.

FY20 Expenditures from Grants and Contracts
Restricted Non-Appropriated Current Fund Expenditures

	State	Federal*	Private	Total
BHSU	\$ 530,804	\$2,489,516	\$22,021	\$3,042,341
DSU	2,558,088	4,906,972	2,039,747	9,504,807
NSU	1,522,943	748,906	524,741	2,796,590
SDSMT	1,155,711	10,333,281	1,090,219	12,579,211
SDSU	1,720,627	15,712,850	1,613,973	19,047,450
USD	1,488,296	10,359,865	1,452,440	13,300,601
Subtotal	8,976,469	44,551,390	6,743,141	60,271,000
SSOM	1,092,173	12,351,108	556,107	13,999,388
SDSU				
Extension	241,239	2,292,821	280,153	2,814,213
SD AES	1,546,663	8,071,259	4,743,492	14,361,414
Total	<u>\$11,856,544</u>	<u>\$67,266,578</u>	<u>\$12,322,893</u>	<u>\$91,446,015</u>

Source: Accounting System Expenditure Data

Expenditures from Grants and Contracts History

	State	Federal*	Private	Total
FY06	6,935,326	59,411,904	8,868,567	75,215,797
FY07	7,039,778	59,642,209	8,586,682	75,268,669
FY08	7,982,665	60,744,686	9,884,378	78,611,729
FY09	7,808,992	68,700,165	9,797,768	86,306,925
FY10	8,731,238	86,152,766	8,784,544	103,668,548
FY11	6,974,069	104,889,644	8,275,465	120,139,178
FY12	8,603,988	93,998,883	9,063,144	111,666,015
FY13	8,933,190	76,623,730	11,264,601	96,821,521
FY14	9,522,242	64,532,247	9,626,593	83,681,082
FY15	10,092,160	61,219,224	12,100,220	83,411,604
FY16	11,431,428	66,847,138	11,643,215	89,921,781
FY17	11,172,077	69,989,586	13,444,170	94,605,833
FY18	15,622,436	69,437,792	12,626,500	97,686,728
FY19	18,472,438	72,815,795	14,726,756	106,014,989
FY20	11,586,544	67,266,578	4,743,492	91,446,015

* Federal expenditures do not include American Recovery and Reinvestment Act Stabilization dollars (the dollars that replaced general funds) or federal, state or private resources expended as scholarships or financial aid. Federal expenditures do include individual American Recovery and Reinvestment Act grants awarded to the institutions.

Source: Accounting System Expenditure Data

To further support the South Dakota research agenda, the State funded ten new Ph.D. programs over the past fifteen years, including a \$1.9 million investment for a joint Ph.D. program in Physics during the 2013 Legislative session. Additionally, during this time frame they began re-commissioning the former Homestake Gold Mine in Lead, SD, into the Sanford Underground Research Laboratory (SURF). Initially, South Dakota Scientists worked with the National Science Foundation (“NSF”) on a long-term goal of converting SURF into a national Deep Underground Science and Engineering Laboratory, with funding transitioning to the Department of Energy (“DoE”) in 2012. The State has appropriated over \$45 million to support SURF since 2004, which has been leveraged to garner over \$248 million in other funding, and has resulted in over \$201 million in spending in South Dakota to date. Through continued operational funding support from the DoE, the laboratory is currently engaged in a series of preliminary experiments, which if successful will hold great promise for education, technology and research in physics. The Long-Baseline Neutrino Facility (“LBNF”), which broke ground in July of 2017 and is led by Fermilab, is the largest planned experiment for SURF, including over 160 institutions and 950 collaborators from 30 countries. Facility construction for LBNF is estimated to exceed \$300 million, with the experiment planned at \$150-\$200 million.

The State has made strategic investments in research in a large part through the Institutions. Research awards at the Institutions have shown trending growth since fiscal year 2000, rising from \$33.2 million to \$92.4 million in fiscal year 2020. During this time frame, South Dakota was ranked first in the country for a number of consecutive years (2002-2005) based on its percentage growth in research awards

and expenditures. From fiscal year 2006-2007, South Dakota experienced the second highest percentage of increase of research and development funding. Investments in research infrastructure through the Established Program to Stimulate Competitive Research (“EPSCoR”) and the Governor Research Center programs has helped to generate an average of \$130 million a year in economic impact in the state over the last five fiscal years. Technology Transfer and Commercialization activities have begun to expand over the past decade as Institutions have begun to aggressively facilitate the transfer of intellectual property and innovation into the marketplace. Due to these successes, research growth continues to be a goal of the Board and the State and is emphasized in the State’s new Science and Innovation Strategy. In 2020, the State Legislature appropriated \$300,000 in ongoing annual funding to support the operations of research parks at SDSU, SDSM&T and USD, in addition to providing \$1,000,000 in one-time funding to seed a bioprocessing research and development initiative led by SDSU and SDSM&T.

PRIVATE SECTOR CAMPAIGNS

Comprehensive fundraising efforts at the Institutions are directed toward support of annual programs to address facilities expansion and renovation and establishment of endowments for instruction, research and patient care activities.

BHSU – The Black Hills State University Foundation completed a \$22 million capital campaign in June 2014 raising \$26.6 million. The campaign raised funds for scholarships, the alumni center and athletic facilities. A \$23 million capital campaign kicked off in 2014 and raised \$45 million ending in December 2020. This campaign raised money for student scholarships.

DSU – The Trojans Unite capital campaign is for a new athletics complex at DSU. A lead gift of \$10 million was pledged for the \$42 million phase 1 portion. The total project is estimated at \$90 million. The capital campaign was announced in August 2020. The university also plans to begin a campaign in the future for additional scholarships, both academic and athletic.

NSU – Major gifts have been pledged to the Northern State University Foundation (NSUF) for campus facilities. A \$22.7 million gift funded the construction costs of two residence halls that opened in fall 2018. Another gift of \$25.2 million funded the construction of the Jewett Regional Science Education Center, which opened in fall 2019. The NSUF is in the final stages of the \$55 million Educational Impact Campaign. This campaign has provided funding for the Athletic and Recreation Fields, which includes a football practice field, women’s soccer field and pavilion; a new School for the Blind and Visually Impaired; and a Regional Sports Complex, which includes a football stadium, softball field, locker rooms and event space. The campaign recently exceeded \$50 million. The Athletic and Recreation Fields were completed in fall 2018, the School for the Blind and Visually Impaired opened in early 2020 and the sports complex is scheduled to open in fall 2021. Additional scholarship pledges have also been received during the course of this campaign.

SDSMT -- Given the priority of scholarship dollars, an increased focus will be placed on both endowed and non-endowed funds for academic and athletic scholarships over the next three to five years. The Sustainable Earth Resources Center (formally the Mineral Industries) building project has been identified as a campus priority, which the South Dakota Mines Center for Alumni Relations and Advancement (CARA) is actively discussing with donors. The Sustainable Earth Resources Center building project is designed to create an environment that supports the delivery of a multi-discipline curriculum and research program for South Dakota Mines geological engineering, geology, mining engineering, materials science and metallurgy majors. The South Dakota Board of Regents have proposed a \$19M budget line item for

the 2021 legislative session. The University has committed \$3M and CARA is soliciting the remaining \$12M required to complete the project. CARA has raised \$1.5M of the \$5.9M for the Surbeck Center expansion. A portion (\$1M) from the Surbeck Center project was moved to the Library renovation to support student success. Additionally, CARA is cultivating \$10M - \$15M in donations to support academic departments and student programming.

SDSU – The SDSU Foundation is in a comprehensive campaign that began in 2017 and is expected to run through 2023. The campaign has a working goal of \$425 million. The goals of the campaign were established based on priorities of South Dakota State University, as outlined in the University's strategic plan, Imagine 2023. In September 2020 the One Day for State campaign raised over \$1.6 million from 4,888 donors in 24 hours to support scholarships, academic programming and student travel.

USD – Following the close of a 7-year comprehensive fundraising campaign in June 2019 which raised more than \$272 million in support of the following campus-wide initiatives: \$98.6 million for student scholarships; \$21.1 million for the support of faculty; \$79.7 million for student and program enrichment programs; and \$73 million for capital projects, the University of South Dakota and the USD Foundation have continued to focus on the needs of the university, raising an additional \$28.3 million during the fiscal year ended June 30, 2020, 74% of which is in support of student scholarships.

APPENDIX B

SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION

The Series 2021 Bonds will be issued under the Bond Resolution. Reference is made to the Bond Resolution for complete details of the terms of the Series 2021 Bonds and the security therefor. The following is a summary of certain provisions of the Bond Resolution and should not be considered as a full statement thereof.

DEFINITIONS

The following are definitions of certain terms used in this Official Statement and in the Bond Resolution. To the extent defined terms are used in the Official Statement but are not defined herein, such terms will have the meaning set forth in the Bond Resolution.

"Act" means the Board of Regents Revenue Bond Act of 1971, as amended, South Dakota Codified Laws, Chapter 13-51A, as it may be amended and supplemented.

"Annual Debt Service" means, in any Fiscal Year, an amount in such Fiscal Year equal to the principal payable on the Bonds (or, if applicable, a particular series of the Bonds) at maturity, mandatory redemption, mandatory prepayment or otherwise, together with interest to be paid thereon in such Fiscal Year.

In determining Annual Debt Service in any future Fiscal Year for any purpose in the Bond Resolution when any Bonds bear, or are to bear, interest at a Variable Rate, *"Annual Debt Service"* shall be computed as follows: (a) if any Variable Rate Bonds are Outstanding, the greater of (i) 120% of the average rate of interest payable on such Variable Rate Bonds over the last 12 months that any such Variable Rate Bonds have been Outstanding or (ii) 120% of the most current actual interest rate on such Variable Rate Bonds, and (b) if no Variable Rate Bonds are then Outstanding, but are to be issued, 100% of the most recently published interest rate in *The Bond Buyer* as the 30 Year Index of 25 Revenue Bonds or a comparable index selected by the Executive Director of the Board, but in all cases not in excess of the rate authorized by law. If a swap agreement setting a fixed rate has been entered into and is in effect with respect to such Bonds, such fixed rate shall be used in determining such Annual Debt Service.

"BHSU" means Black Hills State University, and its successors and assigns.

"Board" or *"Board of Regents"* means the South Dakota Board of Regents, and its successors and assigns.

"Bond" or *"Bonds"* means each series of Housing and Auxiliary Facilities System Revenue Bonds or Housing and Auxiliary Facilities Revenue Bonds issued under the provisions of the Bond Resolution and any supplemental resolution authorizing such series of Bonds.

"Bond and Interest Sinking Fund Account" means the account of that name established for each Institutional System pursuant to the requirements of the Bond Resolution.

"Bond Counsel" means any firm of nationally recognized bond counsel reasonably acceptable to the Board.

"Bond Insurance Policy" means a bond insurance policy issued with respect to a series of Bonds as may be provided in the Bond Resolution or in the supplemental resolution authorizing such series of Bonds.

"Bond Insurer" means the entity, if any, identified as such with respect to a series of Bonds in the Bond Resolution or in the supplemental resolution authorizing such series of Bonds.

"Bond Registrar" means the bond registrar and paying agent appointed for a series of Bonds in accordance with the provisions of the Bond Resolution or in the supplemental resolution authorizing such series of Bonds. The Bond Registrar for the Series 2021 Bonds is First Bank & Trust, Brookings, South Dakota, and its successors and assigns.

"Bond Resolution" means the Bond Resolution of the Board adopted October 21, 2004, as supplemented and amended by the First Supplemental System Revenue Bond Resolution adopted by the Board on December 6, 2005 (as amended), the Second Supplemental System Revenue Bond Resolution adopted by the Board on November 22, 2006 (as amended), the Third Supplemental System Revenue Bond Resolution adopted by the Board on December 13, 2007 (as amended), the Fourth Supplemental System Revenue Bond Resolution adopted by the Board on March 28, 2008 (as amended), the Fifth Supplemental System Revenue Bond Resolution adopted by the Board on October 22, 2008 (as amended), the Sixth Supplemental System Revenue Bond Resolution adopted by the Board on May 21, 2009 (as amended), the Seventh Supplemental System Revenue Bond Resolution adopted by the Board on October 12, 2011 (as amended), the Eighth Supplemental System Revenue Bond Resolution adopted by the Board on December 12, 2012, the Amended and Restated Ninth Supplemental System Revenue Bond Resolution adopted by the Board on December 4, 2013 (as amended), the Tenth Supplemental System Revenue Bond Resolution adopted by the Board on August 14, 2014, the Eleventh Supplemental System Revenue Bond Resolution adopted by the Board on December 2, 2015, the Twelfth Supplemental System Revenue Bond Resolution adopted by the Board on December 7, 2016, the Thirteenth Supplemental System Revenue Bond Resolution adopted by the Board on December 6, 2017, the Fourteenth Supplemental System Revenue Bond Resolution adopted by the Board on December 11, 2019, the Fifteenth Supplemental Resolution and all resolutions supplemental thereto.

"Business Day" means a day of the year on which the corporate trust office of a Bond Registrar is not required or authorized to remain closed.

"Chief Financial Officer of the Institution" means the Chief Financial Officer of the Institution, or his or her designee.

"Code" means the Internal Revenue Code of 1986, as from time to time supplemented or amended. References to the Code and to sections of the Code shall include relevant final, temporary or proposed Regulations as in effect from time to time and as applicable to a series of Bonds.

"Debt Service Account" means the account of that name established for each Institutional System pursuant to the requirements of the Bond Resolution.

"Debt Service Reserve Account" or *"Debt Service Reserve Subaccount"* means an account or subaccount of that name established for each Institutional System pursuant to the requirements of the Bond Resolution.

"Debt Service Reserve Requirement," if required upon issuance of a series of Bonds as provided in the Bond Resolution, means the lesser of (i) Maximum Annual Debt Service on the Bonds which are secured by a subaccount of the related Debt Service Reserve Account, (ii) 125 per cent of average Annual

Debt Service on the Bonds which are secured by such subaccount of the related Debt Service Reserve Account, or (iii) 10 per cent of the original principal amount of the Bonds which are secured by such subaccount of the related Debt Service Reserve Account; *provided, however*, that the amount of the Debt Service Reserve Requirement, if any, for future series of Bonds shall be determined by the Board and set forth in the supplemental resolution authorizing such series. Such Debt Service Reserve Requirement may be satisfied in whole or in part by a Reserve Account Credit Instrument or by such other securities or agreements as may be provided in the Bond Resolution or in the supplemental resolution authorizing the issuance of such series of Bonds. There is no Debt Service Reserve Requirement for any series of Outstanding Bonds or the Series 2021 Bonds.

"Depository" means the State Treasurer of the State of South Dakota, or any bank or banks designated by the Board as custodians of accounts under the Revenue Fund (except the Debt Service Account, which is to be maintained by the related Bond Registrar, and a Debt Service Reserve Account, which, at the option of the Board, may be maintained by the related Bond Registrar) and for the related Project Construction Fund and the related Expense Fund. Any such bank or banks shall be a member of the Federal Deposit Insurance Corporation.

"DSU" means Dakota State University and its successors and assigns.

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

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

"Escrow Fund" means the escrow fund established under the Fifteenth Supplemental Resolution and held by the Escrow Agent pursuant to the Escrow Agreement.

"Executive Director" means the Executive Director of the Board, or his or her designee.

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

"Expense Fund" means each fund established under the Bond Resolution for a series of Bonds or in a supplemental resolution authorizing a series of Bonds into which a part of the proceeds of such Bonds will be deposited and which will be used for the purpose of paying costs of issuance of such Bonds.

"Favorable Opinion of Bond Counsel" means, with respect to any action the occurrence of which requires such an opinion, a written opinion of legal counsel acceptable to the Board, having a national reputation in the field of municipal law whose opinions are generally accepted by purchasers of municipal obligations, to the effect such actions will not adversely affect the exclusion of interest on the Series 2021 Bonds from federal gross income for purposes of the Code.

"Fiscal Year" means the period commencing July 1 of any calendar year and ending June 30 of each succeeding calendar year.

"Fifteenth Supplemental Resolution" means the Fifteenth Supplemental Revenue Bond Resolution approved by the Board on December 9, 2020.

"General Activity Fee" means fees that support student functions related to co-curricular activities, operations of the student union building, cultural events, homecoming, student government, student newspapers, athletics, intramural activities, fine arts, wellness centers and debt on student unions.

"Government Securities" means direct, general obligations of the United States of America, or any obligations unconditionally guaranteed as to the payment of principal and interest by the full faith and credit of the United States of America or such other obligations of the United States of America that are permitted to be used for defeasance purposes under State law. Government Securities, if any, used to defease a series of Bonds must meet the requirements of the related Bond Insurer, if any, as set forth in the Bond Resolution or in the supplemental resolution authorizing the series of Bonds.

"Gross Revenues" means all fees, rentals, and other charges from students, staff members and others using or being served by, or having the right to use or the right to be served by, or to operate any portion of the facilities comprising an Institutional System.

"Institution" means each of the following: Black Hills State University, Dakota State University, Northern State University, South Dakota School of Mines and Technology, South Dakota State University, the University of South Dakota and any other institution which becomes part of the System.

"Institutional System" means, for each Institution, each and all of the following: (i) any facilities financed with the proceeds of Bonds issued for such Institution; (ii) the Existing Facilities of such Institution as described in the Bond Resolution; and (iii) all repairs, replacements, alterations, extensions, betterments, developments and improvements hereafter acquired, constructed or installed for such Institutional System, that have not been converted to non-economic use and occupancy or abandoned for non-economic feasibility, as determined by resolution of the Board.

"Maximum Annual Debt Service" means, with respect to a series of Bonds or, if applicable, all of the Bonds, the largest total Annual Debt Service payable in the then current or any future Fiscal Year after deducting the amount of the related Debt Service Reserve Requirement from the last maturity or mandatory redemption amount of any series of Bonds which are secured by such Debt Service Reserve Account of an Institutional System.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, and its successors and their assigns and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, *"Moody's"* shall be deemed to refer to any other nationally recognized securities rating organization designated by the Board, by notice to the Bond Registrar.

"Net Revenues" means that portion of the Gross Revenues of an Institution remaining after providing sufficient funds for the reasonable and necessary cost of currently maintaining, repairing, insuring, and operating the Institutional System, including the related Operating Reserve.

"NSU" means Northern State University and its successors and assigns.

"Operating Reserve" means such amount as is from time to time certified by the Chief Financial Officer of an Institution as adequate and necessary for working capital for operation of the Institutional System; *provided* that such Operating Reserve shall not exceed one-fourth of the operating and maintenance expenses of such Institutional System for the preceding 12 months.

"Outstanding" when used in reference to the Bonds, means, as of a particular date, the aggregate of all Bonds authenticated and delivered under the Bond Resolution, except:

(a) those cancelled at or prior to such date by the Bond Registrar or delivered to the Bond Registrar at or prior to such date for cancellation;

(b) those deemed to be paid in accordance with the Bond Resolution, as described in this Appendix B under "Defeasance;"

(c) those in exchange or substitution for or in lieu of which other Bonds shall have been authenticated and delivered pursuant to the Bond Resolution; and

(d) for purposes of any consent or other action to be taken by the Owners of a specified percentage of a series of Bonds under the Bond Resolution, Bonds held by or for the account of the Board or an Institution, unless all such Bonds are so held.

"Owner" or "Bondholder" means, with respect to any Bond, the person in whose name such Bond shall be registered upon the registration books of the Bond Registrar.

"Paying Agent" means the entity acting as the Bond Registrar for such series of Bonds.

"Permitted Encumbrances" means with respect to the sites of the System (a) liens for taxes and special assessments which are not then delinquent or, if then delinquent, are being contested in good faith; (b) utility, access and other easements and rights-of-way, restrictions and exceptions that will not interfere in any substantial way with or impair the operation of the System; (c) any known mechanic's, laborer's, materialman's, supplier's or vendor's lien or right in respect thereof, if payment is not due under the contract in question or if such lien is being contested in good faith; (d) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the property included in the System and do not materially impair the property affected thereby for the purpose for which it was acquired or is held; (e) zoning laws and similar restrictions not violated and liens arising in connection with workmen's compensation, unemployment insurance, taxes, assessments, statutory obligations or liens, social security legislation, undetermined liens and charges incidental to construction, or other similar charges arising in the ordinary course of operations and not overdue or, if overdue, being contested in good faith; (f) such other liens and charges at the time required by law as a condition precedent to the transaction of the activities of the Board or the related Institution or the exercise of any privileges or licenses necessary to the Board or the related Institution; (g) lease agreements or lease-purchase agreements the payments on which are paid from operating revenues; (h) the pledge of any revenue bonds or additional debt that is subordinate to the Bonds; and (i) the pledge to the Bonds.

"Permitted Investments" means any investment permitted by the law of the State for the investment of public funds.

"President" means the President of the Board.

"Project" means the facilities to be constructed with a series of Bonds.

"Project Construction Fund" means each fund established under the Bond Resolution for a series of Bonds or under a supplemental resolution authorizing a series of Bonds into which a part of the proceeds of such series of Bonds will be deposited and which will be used for the purpose of paying the cost of the related Project.

"Record Date" means, with respect to the Series 2021 Bonds, the fifteenth day of the calendar month preceding the calendar month in which an interest payment date occurs.

"Redemption Date" means April 1, 2021, the date that the Refunded Series 2011 Bonds will be redeemed.

"Refunded Series 2011 Bonds" is defined in the Official Statement.

"Repair and Replacement Reserve Account" means the account of that name for each Institutional System established pursuant to the requirements of the Bond Resolution.

"Reserve Account Credit Instrument" means an insurance policy, surety bond or irrevocable letter of credit which may be delivered to the Bond Registrar in lieu of or in partial substitution for cash or securities required to be on deposit in a Debt Service Reserve Account. In the case of an insurance policy or surety bond, the company providing the same shall be an insurer which, at the time of issuance of the policy, has been assigned the highest rating accorded insurers by Moody's and S&P, and the policy or bond shall be subject to the irrevocable right of the Bond Registrar to draw thereon in a timely fashion upon satisfaction of any conditions set forth in the Bond Resolution. In the case of a letter of credit, the letter of credit shall be irrevocable and shall be payable to the Bond Registrar and shall be issued by a banking institution having a credit rating on its long-term unsecured debt within one of the two highest rating categories from Moody's and S&P.

"Revenue Fund" means the fund of that name established for each Institutional System pursuant to the requirements of the Bond Resolution.

"RRR Requirement" means an amount equal to 5% of the cost of construction, furnishing and equipping all facilities in an Institutional System (the *"Accumulation Amount"*). Each Institution shall make an annual deposit (the *"Annual Deposit"*) of 10% of the annual amount transferred to its Bond and Interest Sinking Fund Account (unless there has been a transfer from its Repair and Replacement Reserve Account to eliminate a deficiency in its Bond and Interest Sinking Fund Account or its Debt Service Reserve Account, as provided in the Bond Resolution). All of the funds in the Repair and Replacement Reserve Account may be used for any and all of the purposes set forth in the Bond Resolution, and there is no cash balance requirement for the Repair and Replacement Reserve Account, which an Institution can access until there is a zero balance therein. Annual Deposits are required in each Fiscal Year until the Accumulation Amount is funded. From time to time, if the amount in the Repair and Replacement Reserve Account falls below the Accumulation Amount, the Institution shall resume making an Annual Deposit in each Fiscal Year until the Accumulation Amount is funded.

"S&P" means S&P Global Ratings, a corporation duly organized and existing under the laws of the State of New York, its successors and their assigns, and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, *"S&P"* shall be deemed to refer to any other nationally recognized securities rating organization designated by the Board, by notice to the Bond Registrar.

"SDSMT" means the South Dakota School of Mines and Technology, and its successors and assigns.

"SDSU" means South Dakota State University, and its successors and assigns.

"Securities Depository" means The Depository Trust Company or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories, or no such depositories, as the Board may designate in accordance with the Bond Resolution in a certificate delivered to the Bond Registrar.

"Series 2021 Expense Fund" means the fund of that name established in the Fifteenth Supplemental Resolution into which a part of the proceeds of the Series 2021 Bonds will be deposited and which will be used for the purpose of paying the costs of issuance of the Series 2021 Bonds.

"Series 2021 SDSU Bond and Interest Subaccount" means the subaccount of that name established in the Fifteenth Supplemental Resolution.

"Series 2019A Bonds" means the South Dakota Board of Regents Housing and Auxiliary Facilities System Revenue Bonds, Series 2019A, issued under the Bond Resolution in the amount of \$11,620,000.

"Series 2019B Bonds" means the South Dakota Board of Regents Housing and Auxiliary Facilities System Taxable Refunding Revenue Bonds, Series 2019B, issued under the Bond Resolution in the amount of \$4,590,000.

"Series 2017 Bonds" means the South Dakota Board of Regents Housing and Auxiliary Facilities System Revenue Bonds, Series 2017, issued under the Bond Resolution in the amount of \$88,260,000.

"Series 2016 Bonds" means the South Dakota Board of Regents Housing and Auxiliary Facilities System Revenue Bonds, Series 2016, issued under the Board Resolution in the amount of \$19,625,000.

"Series 2015 Bonds" means the South Dakota Board of Regents Housing and Auxiliary Facilities System Revenue Bonds, Series 2015, issued under the Board Resolution in the amount of \$22,525,000.

"Series 2014A Bonds" means the South Dakota Board of Regents Housing and Auxiliary Facilities System Revenue Bonds, Series 2014A, issued under the Bond Resolution in the amount of \$39,905,000.

"Series 2014B Bonds" means the South Dakota Board of Regents Housing and Auxiliary Facilities System Revenue Bonds, Series 2014B, issued under the Bond Resolution in the amount of \$13,760,000.

"Series 2013A Bonds" means the South Dakota Board of Regents Housing and Auxiliary Facilities System Revenue Bonds, Series 2013A, issued under the Bond Resolution in the amount of \$11,990,000.

"Series 2011 Bonds" means the South Dakota Board of Regents Housing and Auxiliary Facilities System Revenue Bonds, Series 2011, issued under the Board Resolution in the amount of \$63,480,000.

"Series 2008A Bonds" means the South Dakota Board of Regents Housing and Auxiliary Facilities System Revenue Bonds, Series 2008A, issued under the Bond Resolution in the amount of \$4,770,000.

"Series 2008B Bonds" means the South Dakota Board of Regents Housing and Auxiliary Facilities System Revenue Bonds, Series 2008B, issued under the Bond Resolution in the amount of \$5,230,000.

"Series 2007 Bonds" means the South Dakota Board of Regents Housing and Auxiliary Facilities System Revenue Bonds, Series 2007, issued under the Bond Resolution in the amount of \$8,540,000.

"Series 2006 Bonds" means the South Dakota Board of Regents Housing and Auxiliary Facilities System Revenue Bonds, Series 2006, issued under the Bond Resolution in the amount of \$9,015,000.

"State" means the State of South Dakota.

"System" means, collectively, all of the Institutional Systems.

"*Tax Exemption Certificate and Agreement*" means the agreement of that name delivered by the Board in connection with the issuance of a series of Bonds.

"*USD*" means the University of South Dakota, and its successors and assigns.

"*Variable Rate*" means a variable, floating or fluctuating interest rate on any Bonds established in accordance with the terms of the supplemental resolution under which said Bonds are authorized.

PROCEEDS OF THE SERIES 2021 BONDS

Creation of Funds and Accounts. Separate funds and subaccounts have been created under the Fifteenth Supplemental Resolution with respect to the Series 2021 Bonds as follows:

- (i) a separate subaccount of the Bond and Interest Sinking Fund Account for SDSU's Institutional System, the "*Series 2021 SDSU Bond and Interest Subaccount*";
- (ii) a separate Expense Fund under the Bond Resolution, designated the "*Series 2021 Expense Fund*", which fund may contain subaccounts for the Series 2021 Bonds if deemed necessary by the Executive Director and the Bond Registrar;
- (iii) a separate trust fund with the Escrow Agent designated the "*Escrow Fund*."

All deposits to the funds and accounts described in clauses (i) and (ii) will be made with the Depository.

Application of Proceeds of the Series 2021 Bonds. The proceeds of the Series 2021 Bonds shall be deposited in the amounts set forth in the Fifteenth Supplemental Resolution, as follows:

- (i) the amount necessary to pay the principal of the Refunded Series 2011 Bonds on the Redemption Date, to the Escrow Fund;
- (ii) the remaining proceeds to the Series 2021 Expense Fund.

Series 2021 Expense Fund. Amounts in the Series 2021 Expense Fund shall be used to pay the expenses of the issuance of the Series 2021 Bonds not paid on the date of the delivery of the Series 2021 Bonds. Any excess after payment of such expenses shall be deposited in the Series 2021 Bond and Interest Subaccount of SDSU.

Escrow Fund. In addition, upon the issuance of the Series 2021 Bonds, the Board shall deposit into the Escrow Fund monies sufficient to pay interest due on the Refunded Series 2011 Bonds. Amounts in the Escrow Fund will be sufficient to provide for the payment of the principal of and interest on the outstanding Refunded Series 2011 Bonds on the Redemption Date.

FLOW OF FUNDS

FIRST: Revenue Fund. The Board covenants in the Bond Resolution that all Gross Revenues of each Institution shall be paid to the Depository, to be credited to a special account for each Institution known as the Housing and Auxiliary Facilities Revenue Fund of the related Institution (each, a "*Revenue Fund*"), into which will be deposited all funds transferred pursuant to the Bond Resolution to the related Institutional System. Each Revenue Fund shall be maintained with the Depository as a special account, separate and

apart from all other funds of the Institution and from all funds of other Institutions and shall be maintained on behalf of the Institutions so long as any of the Bonds are Outstanding. The moneys in each Revenue Fund shall be used and expended first to maintain the Institution's Operating Reserve. Funds on deposit in the Revenue Fund, including the Operating Reserve, shall be applied to pay when due all necessary operating expenses, which include current maintenance charges, expenses of reasonable upkeep and repairs, properly allocated share of charges for insurance, and all other expenses incident to the operation of the Institutional System but shall exclude depreciation, all general administrative expenses of the Institution not allocable to the Institutional System, and the payments required to be made into the Repair and Replacement Reserve Account for the Institutional System.

SECOND: Bond and Interest Sinking Fund Account and Debt Service Account. The Board has established in the Bond Resolution and has covenanted and agreed to maintain a separate account for each Institution, to be known as the Bond and Interest Sinking Fund Account of the related Institution (each a "*Bond and Interest Sinking Fund Account*") with the Depository into which will be deposited all funds transferred pursuant to the Bond Resolution. On or before each March 25 and September 25 (or such other date as shall be provided for a series of Bonds in the supplemental resolution authorizing such Bonds), after retaining in the Revenue Fund the then current Operating Reserve and payment of operation and maintenance expenses of the Institutional System then due, the Chief Financial Officer of the Institution shall transfer and deposit to the credit of the Bond and Interest Sinking Fund Account of such Institution such amounts which, when added to the balance therein, will be sufficient to equal the interest then due on the Bonds of such Institution and one-half of the principal due on the Bonds of such Institution within the next 12 months. Such funds as are necessary to pay the principal of and interest on the Bonds of such Institution due on the immediately following payment date shall be immediately transferred to a separate account, to be known as the Debt Service Account of the related Institution (each, a "*Debt Service Account*") with the Bond Registrar. The Bond Registrar shall use moneys in the Debt Service Account to pay the interest due on the Bonds of such Institution then Outstanding on the next interest payment date and the principal of the Bonds of such Institution when due. All moneys credited to the Debt Service Account shall be and are irrevocably pledged to and shall be used solely for the payment of the principal and interest on the Bonds of such Institution. Notwithstanding the foregoing, if any Bonds bear, or are expected to bear, interest as a Variable Rate, the Chief Financial Officer of such Institution shall transfer amounts to the Bond and Interest Sinking Fund Account and the Debt Service Account to pay interest on such Bonds at such times and in such amounts as set forth in the supplemental resolution authorizing such Bonds.

Each Institution shall notify the Board at least 30 days prior to each interest or principal payment date either (i) that it has sufficient Net Revenues available from the Institutional System to make the interest and principal payment, if any, on such payment date or (ii) that it does not have sufficient Net Revenues available from the Institutional System (a "*Notice of Deficiency*") to make such interest and principal payment, if any and specifying the amount of such deficiency (a "*Deficiency*").

If the Board receives a Notice of Deficiency with respect to an Institution, the Executive Director shall take the following steps as soon as possible prior to the payment date, in the order of priority listed:

(i) if a Debt Service Reserve Subaccount is maintained for such Bonds, notify the Bond Registrar or the Depository, as the case may be, of such Deficiency and direct the application of a specified amount of such funds to the payment due;

(ii) if the Institution has funds in the Repair and Replacement Reserve Account for its Institutional System for which there are no contractual commitments, such funds shall be transferred to the Bond and Interest Sinking Fund Account of the Institution to make up the Deficiency;

(iii) the Executive Director shall direct the withdrawal and use of the Net Revenues of other Institutional Systems not necessary for payment of interest due on the next interest payment date and one-half of the principal due within the next 12 months on the Bonds issued on behalf of such Institution to make up all or a portion of the Deficiency;

(iv) if other Institutions have funds in the Repair and Replacement Reserve Accounts for their Institutional Systems for which there are no contractual commitments, funds shall be withdrawn therefrom at the direction of the Executive Director and transferred to make up all or a portion of the Deficiency.

The repayment provisions for the reimbursement of Institutions from which Net Revenues or funds in the Repair and Replacement Reserve Accounts have been transferred to satisfy a Deficiency shall be as determined by the Executive Director.

After transferring Net Revenues of an Institution to its Bond and Interest Sinking Fund Account in the required amount, the Chief Financial Officer of such Institution, upon the request of the Executive Director on behalf of the Board, shall transfer available Net Revenues to the Bond and Interest Sinking Fund Accounts of such other Institutions, and in such amounts as may be designated by the Executive Director, to remedy deficiencies in the Bond and Interest Sinking Fund Accounts of other Institutions as described above.

The moneys in the Bond and Interest Sinking Fund Account may be invested by the Depository, and moneys in the Debt Service Account may be invested by the Bond Registrar or the Depository, as the case may be, upon the request of the Board, in Permitted Investments. Investment income therefrom shall be credited to the related Bond and Interest Sinking Fund Account and the related Debt Service Account, as the case may be, and used for the next interest payment on the Bonds of such Institution.

THIRD: Debt Service Reserve Account. The Board may establish a Debt Service Reserve Account for an Institution, and subaccounts therein, to secure a particular series of Bonds of such Institution, or the Board may provide that a particular series of Bonds to be issued (i) shall not be secured by a Debt Service Reserve Account, (ii) shall be secured by a separate subaccount in the Debt Service Reserve Account in an amount equal to or less than the Maximum Annual Debt Service on such Bonds, (iii) shall be secured by a Reserve Account Credit Instrument, or (iv) shall be secured in such other manner as provided in the supplemental resolution authorizing the issuance of such series of Bonds. If established, the Debt Service Reserve Account for an Institution shall be held by the Bond Registrar or, at the option of the Board and with the consent of the related Bond Insurer, if any, by the Depository. All moneys credited to a Debt Service Reserve Account shall be irrevocably pledged to and solely used as described in the Bond Resolution.

The Board shall create a separate subaccount in the Institution's Debt Service Reserve Account for each series of Bonds which are to be secured by such Debt Service Reserve Account, and such Bonds shall have no claim on any other cash or assets in the Debt Service Reserve Account or in the Debt Service Reserve Account of any other Institution. Any subaccount securing any issue of Bonds which are to be secured by a Debt Service Reserve Account shall be maintained in an amount equal to the related Debt Service Reserve Requirement. Funds on deposit in such subaccount shall be transferred to the related Institution's Debt Service Account and used to pay debt service on the Bonds secured by such subaccount in the event funds on deposit in the Debt Service Account are insufficient therefor. If at any time the amount on deposit in the subaccount exceeds the Debt Service Reserve Requirement for the Bonds secured thereby, the excess may be withdrawn and used to pay debt service on such Bonds or to purchase or redeem such Bonds.

If on any April 1 or October 1 the amount on deposit in a subaccount of the Debt Service Reserve Account is less than the Debt Service Reserve Requirement for the Bonds secured thereby because of a withdrawal therefrom, the Board shall transfer funds from the related Institution's Revenue Fund and deposit into such subaccount not later than the next interest payment date on such Bonds an amount not less than that necessary to restore the subaccount to the Debt Service Reserve Requirement for the Bonds secured thereby.

The moneys in a Debt Service Reserve Account may be invested by the Bond Registrar or the Depository, as the case may be, upon the request of the Board, in Permitted Investments. Investment income therefrom shall be transferred to the related Institution's Bond and Interest Sinking Fund Account, unless the amount in the Debt Service Reserve Account is less than the related Debt Service Reserve Requirement, in which case such investment income shall be deposited into such Debt Service Reserve Account.

The Series 2021 Bonds are not secured by a Debt Service Reserve Account.

FOURTH: *Repair and Replacement Reserve Account.* The Board has established in the Bond Resolution and has covenanted and agreed to maintain a separate account for each Institution to be known as the Repair and Replacement Reserve Account (each, a "*Repair and Replacement Reserve Account*") with the Depository into which will be deposited all funds transferred therein pursuant to the Bond Resolution. There shall be transferred from the funds remaining in each Institution's Revenue Fund to such Institution's Repair and Replacement Reserve Account on or before the close of each Fiscal Year a minimum of 10% of the amount transferred to such Institution's Bond and Interest Sinking Fund Account until an amount equal to the RRR Requirement of such Institution has been accumulated and, if Bonds are issued for additional improvements to the related Institutional System, such amount shall be increased by 5% of the cost of the additional improvements. However, such payments need not be made at any time when the funds and investments in the Repair and Replacement Reserve Account aggregate the amount provided in the preceding sentence, or such larger amount as may be hereinafter required in connection with issuance of a series of Bonds. All moneys and investments so held in said Account for such Institution shall be used and held for use to pay the cost of unusual or extraordinary maintenance or repairs, renewals, renovations and replacements, and renovating or replacement of the furniture and equipment not paid as part of the ordinary maintenance and operation of the facilities constituting the related Institutional System.

In the event the funds in the Institution's Bond and Interest Sinking Fund Account or Debt Service Account, as the case may be, should be reduced at any time below the amounts required to be on deposit therein, and after any transfers from the related Institution's Debt Service Reserve Account, then the funds so credited to such Institution's Repair and Replacement Reserve Account shall be transferred for deposit in the Institution's Bond and Interest Sinking Fund Account, or Debt Service Account, as the case may be, to the extent required to eliminate the deficiency therein and to restore such sums as may be necessary for that purpose; *provided* that the deficiency did not result from the issuance of Bonds for such Institution. All moneys so transferred shall thereafter be replaced by a resumption of the specified deposits into such Repair and Replacement Reserve Account.

In the event that after the transfers required under the preceding paragraph have been made, the funds in the Institution's Bond and Interest Sinking Fund Account or Debt Service Account, as the case may be, still are below the amounts required to be on deposit therein, then there shall be transferred, first from available funds on deposit in the Bond and Interest Sinking Fund Account of other Institutions as described under "SECOND" above and then from uncommitted funds on deposit in any other Institution's Repair and Replacement Reserve Account in amounts and from the Bond and Interest Sinking Fund Accounts or the Repair and Replacement Reserve Accounts, as the case may be, of such Institution or Institutions as may be designated by the Executive Direct for deposit in such Bond and Interest Sinking

Fund Account or Debt Service Account, as the case may be, to the extent required to eliminate the deficiency therein and to restore such sums as may be necessary for that purpose. All moneys so transferred shall thereafter be replaced by deposits from the related Institution's Repair and Replacement Account into such other Institutions' Repair and Replacement Reserve Account or Accounts pursuant to a schedule determined by the Executive Director.

The moneys in the Repair and Replacement Reserve Account may be invested by the Depository, upon the request of the Board, in Permitted Investments.

FIFTH: Disposition of Residual Funds in the Revenue Fund. At the close of each Fiscal Year and after all transfers and maximum deposits hereinabove described shall have been made, and after any deficiencies in any such transfers and deposits which may exist from any previous Fiscal Year shall have been remedied, the balance of any excess funds in each Revenue Fund then remaining may be used by the Board (i) to redeem, on the next interest payment date, the Bonds of the related Institution then Outstanding which are subject to redemption prior to maturity (but such redemptions shall be in accordance with the provisions of the Bond Resolution governing repayment of such Bonds in advance of maturity and shall not be made in amounts of less than \$5,000 at any one time); (ii) for any expenditures, including the payment of debt service, related to improving or restoring any existing facilities of the related Institutional System, or providing for such additional facilities; (iii) any other lawful purpose of the related Institutional System; (iv) for any expenditures related to or improving or restoring any existing facilities of the System or providing for such additional facilities; and (v) any other lawful purpose of the System.

All moneys in the other accounts in the Revenue Fund, other than the Bond and Interest Sinking Fund Account, the Debt Service Account and the Debt Service Reserve Account, may be invested or reinvested at the direction of the Board in any Permitted Investments and all income thereon or profit therefrom shall be credited to the Revenue Fund. All such securities so purchased shall mature or be redeemable on a date or dates prior to the time when such moneys so invested will be required for expenditure.

RULES AND COVENANTS

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

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

Title. At or prior to the issuance of any Bonds, the Board will have indefeasible title in fee simple to the sites of the System, subject only to Permitted Encumbrances and to the provisions of the next paragraph; *provided* that, any property, when determined by the Board not to be income producing because destroyed, worn out, obsolete or otherwise physically or structurally unfit for the use or occupancy thereof for which the same was initially acquired, may be abandoned or sold for economic non-feasibility; or, when otherwise determined by the Board not to be suitable for the use and occupancy thereof for which the same was initially acquired, may be converted to income use for administrative or academic purposes or may be leased to such parties at such rentals as shall be approved by the Board. A copy of the resolution or resolutions of the Board making such determination shall be filed with the Executive Director of the Board and the related Bond Registrar.

Disposition of Assets. No property, plant and equipment ("PP&E") that is used to generate Net Revenues may be sold or otherwise disposed of unless (i) the PP&E is obsolete or worn out, (ii) fair market value is received in return, or (iii) the market value of all PP&E disposed of in any Fiscal Year does not exceed five percent of the total market value of all such PP&E. No cash, investments and other current assets ("Liquid Assets") that are a source of Net Revenues may be sold or otherwise disposed of unless (i) fair market value is received in return or (ii) the total market value of Liquid Assets disposed of in any Fiscal Year does not exceed one percent of all such Liquid Assets. Notwithstanding the foregoing, no accounts receivable that are a source of Net Revenues may be sold, pledged, factored or otherwise disposed of under any circumstances.

Additional Obligations. The Board may not issue any Bonds or incur any additional obligations secured by Net Revenues (including, but not limited to, guarantees or derivatives in the form of credit default swaps or total-rate-of-return swaps or similar instruments), without the prior written consent of each Bond Insurer, or upon satisfaction of the test relating to the issuance of additional series of Bonds as described under "SECURITY FOR THE SERIES 2021 BONDS—Future Parity Bonds;" *provided, however*, that the Board may issue revenue bonds or additional obligations secured by a lien that is subordinate to the lien on Net Revenues which secures the Bonds without the consent of any Bond Insurer and without satisfying the parity test described above.

Mergers. The Board may merge or consolidate with, sell all or substantially all of the assets constituting the System to, or acquire all or substantially all of the assets of, any other entity with respect to the System (a "Merger"), unless such Merger will have an adverse effect on the Bonds or the Net Revenues of the System, and so long as each Bond Insurer consents in writing to the Merger, which consent shall not be unreasonably withheld.

The Board is authorized to amend the Bond Resolution in order to make any changes necessary to (i) include in the System and the Net Revenues the housing and auxiliary facilities systems and revenues of other institutions of higher education under the jurisdiction of the Board or (ii) consolidate the Institutional Systems and the Net Revenues of each Institutional System more completely into the System, including but not limited to, centralizing the operation of the System and/or eliminating Institutional Systems.

Negative Pledge. The Board may not create or allow to exist any liens on any Net Revenues except Permitted Encumbrances and except as described under "Additional Obligations" above.

Insurance. The Board must maintain, with respect to the System, property and casualty (including business interruption) and liability (including professional liability) insurance as reviewed and recommended by an independent insurance consultant at least once every year, in amounts and covering risks as customarily maintained by similarly situated entities. All such insurers must be rated at least "A" by Best or S&P. The Board may self-insure with respect to the System (for liability only), subject to periodic review by an independent actuarial consultant and maintenance of funding at levels recommended

by the actuarial consultant. Certificates of the insurers that such insurance is in full force and effect shall be deposited with each Bond Insurer (together with satisfactory evidence from the Board indicating that premiums are being paid on an annual or more frequent basis in accordance with the terms of each such policy) and, prior to the expiration of any such policy, the Board shall furnish to each Bond Insurer satisfactory evidence that such policy has been renewed or replaced or is no longer required by the Bond Resolution.

The Board will (i) credit the proceeds from any insurance to the related Repair and Replacement Reserve Account to be used to reconstruct, repair or rehabilitate the part of the related Institutional System damaged or destroyed, or to replace funds so used, or (ii) pay such proceeds into the related Bond and Interest Sinking Fund Account, which funds may be used to redeem Outstanding Bonds issued to construct the facilities to which the insurance proceeds relate, but will not offset or be counted as funds which are otherwise required to be deposited in such Account.

Operation of the System. The Board will at all times maintain, preserve and keep the System in good repair, working order and condition and will, when necessary and to the extent that funds are available therefor, make any and all needful and proper repairs, renewals, replacements, and additions thereto, and will continue to operate and maintain the System as income-producing facilities.

Records and Audits. The Board will keep accurate financial records and proper books relating to each Institutional System and to the System and such records and books shall be open to inspection by the Bondholders and their agents and representatives. The Board will, not later than 180 days after the close of each Fiscal Year, furnish to any Bondholder who shall request same in writing, copies of audit reports prepared by the proper officer of the State reflecting in reasonable detail the financial condition and record of operation of the System.

Pledge of Performance. The Board has pledged in the Bond Resolution to faithfully and punctually perform or cause to be performed all of the acts and obligations relating to the System as are required by the provisions of the Bond Resolution and the statutes of the State under which the Bonds are issued, including the operation and maintenance of the System as provided in the Bond Resolution, the making and collecting of sufficient rates, fees, and charges for the use thereof, the segregation of the income and the revenues therefrom to the respective Funds and Accounts created under the provisions of the Bond Resolution and the proper application of all moneys and investments thereof.

Bondholders Remedies. Twenty percent of the Owners of a series of the Bonds may, after 30 days' notice in writing by any Owner of Bonds, by proper court action, compel the Board to perform all duties imposed upon it under the provisions of the Bond Resolution and under the provisions of the Act authorizing the issuance of the Bonds, and the performance of any and all covenants made by the Board in and by the Bond Resolution. No Bond Registrar, nor any other person acting on behalf of the Owners of the Bonds, is authorized under the Bond Resolution to enforce the covenants of the Board provided for therein or otherwise to enforce any of the rights of the Owners of the Bonds.

Contractual Obligations. The Bond Resolution shall constitute a contract between the Board and the Owners of the Bonds and shall remain in full force and effect so long as any of said Bonds remain Outstanding.

As long as any of the Bonds remain Outstanding and unpaid either as to principal or interest or both, the Board will at all times exercise all of its lawful powers to preserve and protect the security of the Bonds and the rights of the Bondholders under the Bond Resolution.

The Board will furnish heat to the System, and any additions thereto or any replacements thereof, at not in excess of reasonable cost.

The Board will not discriminate, nor permit discrimination by its agents, lessees or others operating the System, in the use or occupancy thereof because of race, color, creed or national origin.

MODIFICATION OF BOND RESOLUTION

Modification with the Consent of the Bondholders. The Owners of a majority in original principal amount of the Bonds then Outstanding or, if a change relates to less than all Bonds, the Owners of a majority in original principal amount of the series of Bonds at any time Outstanding affected by such change (not including any Bonds which may then be held or owned by or for the account of the Board or any Institution unless 100% of such Bonds are so owned) shall have the right to consent to and approve the adoption by the Board of a resolution or resolutions modifying or amending any of the terms or provisions contained in the Bond Resolution, *provided* that, without the consent of the Owners of all outstanding Bonds affected thereby, the Bond Resolution may not be so modified or amended in such manner as to:

- (a) make any change in the maturity of any Bonds;
- (b) make any change in the rate of interest borne by any of the Bonds;
- (c) reduce the amount of the principal of, or redemption premium payable on, any of the Bonds;
- (d) create any lien on or pledge of the income and revenues described in the Bond Resolution ranking prior to the lien thereon and pledge thereof created by the Bond Resolution or create any lien on any Bond and Interest Sinking Fund Account, Debt Service Account or Debt Service Reserve Account ranking prior to the lien created thereon by the Bond Resolution;
- (e) create any preference or priority of any Bond or Bonds of the same or different series, over any other Bond or Bonds of the same or different series, authorized under the Bond Resolution;
- (f) reduce the percentage of Bonds, the Owners of which are required for the approval of any amendatory resolution; or
- (g) affect the rights of the Owners of less than all of the Bonds then Outstanding, unless such amendment or modification shall be applicable only to a particular series of Bonds and the Owners of a majority in original principal amount of the such series of Bonds shall have consented to such amendment or modification.

Owners of Bonds shall be deemed to have consented to such amendments if the official statement or other disclosure document pursuant to which such Bonds are offered and sold specifically describes such amendment and states that by purchasing such Bonds, such Owners and any subsequent Owners shall be deemed to have consented to such amendment for purposes of the Bond Resolution.

Any consent given by the Owner of a Bond pursuant to the provisions of the Bond Resolution shall be irrevocable and shall be conclusive and binding upon all future Owners of the same Bond.

Modification without the Consent of the Bondholders. Notwithstanding the provisions stated above, the Board may, from time to time and at any time, without the consent of or notice to the Owners of the Bonds, amend the Bond Resolution to:

(a) cure any formal defect, omission, inconsistency or ambiguity in the Bond Resolution;

(b) add to the covenants and agreements of, and limitations and restrictions upon, the Board under the Bond Resolution other covenants, agreements, limitations and restrictions to be observed by the Board which are not contrary to or inconsistent with the Bond Resolution as theretofore in effect;

(c) confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, the Bond Resolution, or of any moneys, securities or funds held under the Bond Resolution;

(d) provide for the issue of Additional Bonds;

(e) with the prior written consent of each Bond Insurer, make any changes necessary in order to (i) include in the System and the Net Revenues the housing and auxiliary facilities systems and revenues of other institutions of higher education under the jurisdiction of the Board or (ii) consolidate the Institutional Systems and the Net Revenues of each Institutional System more completely into the System, including, but not limited to, centralizing the operation of the System and/or eliminating Institutional Systems;

(f) modify, alter, amend or supplement the Bond Resolution to make appropriate provisions for the Board to enter into swap agreements, forward payment conversion agreements, agreements or contracts providing for payments based on levels or changes in interest rates, to exchange cash flows or a series of payments based on levels of or changes in similar exposure between the Board and the provider of such agreement;

(g) in connection with the issuance of Variable Rate Bonds, including provisions required for the delivery of credit enhancement or liquidity support for such Variable Rate Bonds; and

(h) modify, alter, amend or supplement the Bond Resolution in any other respect, including amendments which would otherwise be described under the caption "Modification With the Consent of the Bondholders" above, if the effective date of such amendment is a date on which all then Outstanding Bonds affected thereby (i) will no longer be Outstanding; (ii) are subject to mandatory purchase; or (iii) are subject to demand for purchase and whose Owners have received notice of such proposed amendment at least 30 days before such effective date.

DEFEASANCE

Payment of All Outstanding Bonds. If the Board shall pay or provide for the payment of the entire indebtedness on all Outstanding Bonds, in any one or more of the following ways by:

(a) paying or causing to be paid the principal of (including redemption premium, if any) and interest on all Outstanding Bonds, as and when the same become due and payable;

(b) depositing with the Bond Registrars, in trust, at or before maturity, moneys and/or Government Securities in an amount, without consideration of any income or increment to accrue thereon, sufficient to pay or redeem (when redeemable) all outstanding Bonds (including the payment of premium, if any, and interest payable on such Bonds to the maturity or redemption date thereof), *provided* that such moneys, if invested, shall be invested in Government Securities in an amount, without consideration of any income or increment to accrue thereon, sufficient to pay or redeem (when redeemable) and discharge the

indebtedness on all Outstanding Bonds at or before their respective maturity dates; it being understood that the investment income on such Government Securities may be used for any other purpose under the Act;

(c) delivering to the Bond Registrars, for cancellation, all Outstanding Bonds; or

(d) depositing with the Bond Registrars, in trust, moneys and/or Government Securities in such amount as the Bond Registrars shall determine will, together with other moneys deposited therein and together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, be fully sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Bonds at or before their respective maturity dates;

and if the Board shall also pay or cause to be paid all other sums payable under the Bond Resolution by the Board, then and in that case the Bond Resolution and the estate and rights granted under the Bond Resolution shall cease, determine and become null and void.

All moneys, funds, securities or other property remaining on deposit in all funds and accounts established under the Bond Resolution (other than said moneys or Government Securities deposited in trust as above provided) shall, upon the full satisfaction of the Bond Resolution, forthwith be transferred, paid over and distributed to the Board.

Upon the discharge of the Bond Resolution as described above, the liability of the Board in respect of any Bonds shall continue, *provided* that the Owners thereof shall thereafter be entitled to payment only out of the moneys or Government Securities deposited with the Bond Registrars as described above.

Provision for Payment of a Particular Series of Bonds or Any Portion Thereof. If the Board shall pay or provide for the payment of the entire indebtedness on the Bonds or on all Bonds of a particular series or any portion of a series, at any time in one of the following ways:

(a) by paying or causing to be paid the principal of (including redemption premium, if any) and interest on all Bonds or Bonds of such series Outstanding or any such portion thereof, as and when the same shall become due and payable;

(b) by depositing with the related Bond Registrar, in trust, at or before maturity, moneys and/or Government Securities in an amount sufficient, without consideration of any income or increment to accrue thereon, to pay or redeem (when redeemable) all Outstanding Bonds or Bonds of such series or any such portion thereof (including the payment of premium, if any, and interest payable on such Bonds or Bonds to the maturity or redemption date), *provided* that such moneys, if invested, shall be invested in Government Securities in an amount, without consideration of any income or increment to accrue thereon, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Outstanding Bonds or Bonds of such series or any such portion thereof at or before their respective maturity dates; it being understood that the investment income on such Government Securities may be used for any other purpose under the Act;

(c) by delivering to the related Bond Registrar, for cancellation by it, such Bonds; or

(d) by delivering to the related Bond Registrar, in trust, moneys and/or Government Securities in such amount as the related Bond Registrar shall determine will, together with the income or increment to accrue thereon without consideration of any reinvestment thereof, be fully sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Bonds or Bonds of such series or any such portion thereof at or before their respective maturity dates;

and if the Board shall also pay or cause to be paid all other sums payable under the Bond Resolution by the Board with respect to such series of such Bonds or any such portion thereof, and, if such Bonds of such series or any such portion thereof are to be redeemed prior to the maturity thereof or if provision for the payment of only a portion of the Bonds of a particular series is being made, notice, as the case may be, of such redemption or of such provision (which notice shall specify which individual Bonds are entitled to the benefit of such security) shall have been given as in the Bond Resolution provided or provisions satisfactory to the related Bond Registrar shall have been made for the giving of such notice, such Bonds shall cease to be entitled to any lien, benefit or security under the Bond Resolution. The liability of the Board in respect to such Bonds shall continue but the Owners thereof shall thereafter be entitled to payment (to the exclusion of all other Owners of Bonds) only out of the moneys or Government Securities deposited with the applicable Bond Registrar as described above.

APPENDIX C

PROPOSED FORM OF OPINION OF BOND COUNSEL

Upon the issuance of the Series 2021 Bonds, Chapman and Cutler LLP, Bond Counsel, proposes to issue its approving opinion in substantially the following form:

[LETTERHEAD OF CHAPMAN AND CUTLER LLP]

[TO BE DATED CLOSING DATE]

South Dakota Board of Regents
306 East Capitol Avenue
Pierre, South Dakota 57501

We hereby certify that we have examined a certified copy of the proceedings of the South Dakota Board of Regents (the "*Board*") passed preliminary to the issue by the Board of its Housing and Auxiliary Facilities System Refunding Revenue Bonds, Series 2021 (the "*Series 2021 Bonds*"), in the aggregate principal amount of \$_____, dated the date hereof, maturing on April 1 of the years, in the amounts and bearing interest at the rates per annum as follows:

YEAR	PRINCIPAL AMOUNT (\$)	INTEREST RATE (%)
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		

and the Series 2021 Bonds maturing on April 1, 2031, being subject to redemption prior to maturity at the option of the Board in whole, or in part (in integral multiples of \$5,000), on any date occurring on or after April 1, 2030, at a price equal to the principal amount of the Series 2021 Bonds to be redeemed plus accrued interest to the date of redemption.

We are of the opinion that such proceedings show lawful authority for the issuance of the Series 2021 Bonds under the authorizing Amended and Restated Bond Resolution of the Board adopted October 21, 2004, as supplemented and amended on December 6, 2005 (as amended), November 22, 2006 (as amended), December 13, 2007 (as amended), March 28, 2008 (as amended), October 22, 2008 (as amended), May 21, 2009 (as amended), October 12, 2011 (as amended), December 12, 2012, December 4, 2013 (as amended), August 14, 2014, December 2, 2015, December 7, 2016, December 6, 2017, December 11, 2019, December 9, 2020 and as hereafter amended or supplemented (the "*Bond Resolution*") and the laws of the State of South Dakota now in force. Capitalized terms used herein and not defined shall have the meanings set forth in the Bond Resolution.

We further certify that we have examined the form of Series 2021 Bond prescribed for said issue and find the same in due form of law.

In our opinion said issue of Series 2021 Bonds, to the amount named, is valid and the Series 2021 Bonds are legally binding special obligations of the Board, except that the rights of the owners of the Series 2021 Bonds and the enforceability of the Series 2021 Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion. The Series 2021 Bonds are payable from and secured by the Net Revenues of the SDSU Institutional System and the uncommitted funds of the Repair and Replacement Reserve Account of SDSU. The Series 2021 Bonds, together with the Series 2006 Bonds, the Series 2007 Bonds, the Series 2008A Bonds, the Series 2008B Bonds, the Series 2011 Bonds, the Series 2013A Bonds, the Series 2014A Bonds, the Series 2014B Bonds, the Series 2015 Bonds, the Series 2016 Bonds, the Series 2017 Bonds, the Series 2019A Bonds and the Series 2019B Bonds and such bonds as may be issued on a parity with the Series 2021 Bonds pursuant to the terms of the Bond Resolution, are also payable from and secured by Net Revenues of the other Institutions (limited as described in the Bond Resolution), uncommitted funds in the Repair and Replacement Reserve Accounts of the other Institutions (as described in the Bond Resolution), and by such other funds which may be pledged or used as authorized by the Board of Regents Revenue Bond Act of 1971, as amended.

It is our opinion that, subject to the Board's compliance with certain covenants, under present law, interest on the Series 2021 Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the alternative minimum tax for individuals under the Internal Revenue Code of 1986, as amended. Failure to comply with certain of such Board covenants could cause interest on the Series 2021 Bonds to be includible in gross income for federal income tax purposes retroactively to the date of issuance of the Series 2021 Bonds. Ownership of the Series 2021 Bonds may result in other federal tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to the Series 2021 Bonds.

Ownership of the Series 2021 Bonds may result in state and local tax consequences to certain taxpayers, and we express no opinion regarding any such state and local tax consequences arising with respect to the Series 2021 Bonds.

We express no opinion herein as to the accuracy, adequacy or completeness of the Official Statement relating to the Series 2021 Bonds.

In rendering this opinion, we have relied upon certifications of the Board with respect to certain material facts within the Board's knowledge. Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion, and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

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APPENDIX D

PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT

The information and data contained in this Official Statement concerning COVID-19 are provided solely for the purpose of describing the impacts of the COVID-19 pandemic on the System and Institutions. The Board is under no obligation to update the information and data contained herein. Such matters will not be considered "Annual Financial Information" for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

THIS CONTINUING DISCLOSURE AGREEMENT (the "*Agreement*") is executed and delivered by the South Dakota Board of Regents (the "*Board*") in connection with the issuance of its \$ _____ Housing and Auxiliary Facilities System Refunding Revenue Bonds, Series 2021 (the "*Series 2021 Bonds*"). The Series 2021 Bonds are being issued pursuant to the Bond Resolution adopted and defined in the Final Official Statement (the "*Bond Resolution*").

In consideration of the issuance of the Series 2021 Bonds by the Board and the purchase of such Series 2021 Bonds by the beneficial owners thereof, the Board covenants and agrees as follows:

(1) **PURPOSE OF THIS AGREEMENT.** This Agreement is executed and delivered by the Board as of the date set forth below, for the benefit of the beneficial owners of the Series 2021 Bonds and to assist the Participating Underwriter (as defined below) in complying with the requirements of the Rule (as defined below). The Board represents that it will be the only obligated person with respect to the Series 2021 Bonds at the time the Series 2021 Bonds are delivered to the Participating Underwriter and that no other person is expected to become so committed at any time after issuance of the Series 2021 Bonds.

(2) **DEFINITIONS.** The terms set forth below shall have the following meanings in this Agreement, unless the context clearly otherwise requires.

"*Annual Financial Information*" means the financial information and operating data described in Exhibit I.

"*Annual Financial Information Disclosure*" means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements, if any, as set forth in Section 4.

"*Audited Financial Statements*" means audited financial statements of the Board, if and when prepared, as described in Exhibit I.

"*Commission*" means the Securities and Exchange Commission.

"*Dissemination Agent*" means any agent designated as such in writing by the Board and which has filed with the Board a written acceptance of such designation, and such agent's successors and assigns.

"*EMMA*" means the MSRB through its Electronic Municipal Market Access system for municipal securities or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b); provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Participating Underwriter" means Piper Sandler & Co.

"Reportable Event" means the occurrence of any of the Events with respect to the Series 2021 Bonds set forth in Exhibit II.

"Reportable Events Disclosure" means dissemination of a notice of an Event as set forth in Section 5.

"Rule" means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

"State" means the State of South Dakota.

"Undertaking" means the obligations of the Board pursuant to Sections 4 and 5.

(3) CUSIP NUMBER/FINAL OFFICIAL STATEMENT. The CUSIP Numbers of the Series 2021 Bonds are as set forth in Exhibit III. The Final Official Statement relating to the Series 2021 Bonds is dated _____, 2020 (the *"Final Official Statement"*). If the Series 2021 Bonds are refunded after the date hereof, the Board will also make all filings required under this Agreement under any new CUSIP Numbers assigned to the Series 2021 Bonds as a result of such refunding, to the extent the Board remains legally liable for the payment of such Series 2021 Bonds; provided, however, that the Board will not be required to make such filings under new CUSIP Numbers unless the Board has been notified in writing by the Participating Underwriter or the Board's financial advisor that new CUSIP Numbers have been assigned to the Series 2021 Bonds. The Board will not make any filings pursuant to this Agreement under new CUSIP Numbers assigned to any of the Series 2021 Bonds after the date hereof for any reason other than a refunding, as described in the previous sentence, including, but not limited to, new CUSIP Numbers assigned to the Series 2021 Bonds as a result of a holder of the Series 2021 Bonds obtaining a Series 2021 Bond insurance policy or other credit enhancement with respect to some or all of the outstanding Series 2021 Bonds in the secondary market.

(4) ANNUAL FINANCIAL INFORMATION DISCLOSURE. Subject to Section 9 of this Agreement, the Board hereby covenants that it will disseminate its Annual Financial Information and its Audited Financial Statements, if any (in the form and by the dates set forth in Exhibit I), to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the Board will disseminate a

statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment or waiver is made to this Agreement, the Annual Financial Information for the year in which such amendment is made (or in any notice or supplement provided to EMMA) shall contain a narrative description of the reasons for such amendment or waiver and its impact on the type of information being provided.

(5) **REPORTABLE EVENTS DISCLOSURE.** Subject to Section 9 of this Agreement, the Board hereby covenants that it will disseminate in a timely manner (not in excess of ten business days following the occurrence of the Reportable Event) Reportable Events Disclosure to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information. References to “material” in *Exhibit II* refer to materiality as it is interpreted under the Exchange Act. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Series 2021 Bonds or defeasance of any Series 2021 Bonds need not be given under this Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the Bondholders pursuant to the Bond Resolution.

(6) **EMMA.** All documents submitted to the MSRB through EMMA pursuant to this Agreement shall be in electronic format and accompanied by identifying information as prescribed by the MSRB, in accordance with the Rule. All documents submitted to the MSRB through EMMA must be word-searchable PDFs, configured to permit documents to be saved, viewed, printed and electronically retransmitted.

(7) **CONSEQUENCES OF FAILURE OF THE BOARD TO PROVIDE INFORMATION.** The Board shall give notice in a timely manner to EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the Board to comply with any provision of this Agreement, the beneficial owner of any Series 2021 Bond may seek mandamus or specific performance by court order to cause the Board to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed a default under the Bond Resolution, and the sole remedy under this Agreement in the event of any failure of the Board to comply with this Agreement shall be an action to compel performance.

(8) **AMENDMENTS; WAIVER.** Notwithstanding any other provision of this Agreement, the Board by a duly enacted order or supplement or amendment to the Bond Resolution, may amend this Agreement, and any provision of this Agreement may be waived, if:

(a) (i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Board, or type of business conducted; or

(ii) This Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Series 2021 Bonds, as determined by a party unaffiliated with the Board at the time of the amendment.

(9) **TERMINATION OF OBLIGATIONS.** The obligations of the Board pursuant to this Agreement shall be terminated hereunder if the Board shall no longer have any legal liability for any obligation on or relating to repayment of the Series 2021 Bonds under the Bond Resolution.

(10) **DISSEMINATION AGENT.** The Board may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

(11) **ADDITIONAL INFORMATION.** Nothing in this Agreement shall be deemed to prevent the Board from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Reportable Event, in addition to that which is required by this Agreement. If the Board chooses to include any information from any document or notice of occurrence of a Reportable Event in addition to that which is specifically required by this Agreement, the Board shall have no obligation under this Agreement to update such information or include it in any future disclosure or notice of occurrence of a Reportable Event.

(12) **BENEFICIARIES.** This Agreement has been executed to assist the Participating Underwriter in complying with the Rule; however, this Agreement shall inure solely to the benefit of the Board, the Dissemination Agent, if any, and the beneficial owners of the Series 2021 Bonds, and shall create no rights in any other person or entity.

(13) **RECORDKEEPING.** The Board shall maintain records of all Annual Financial Information Disclosure and Reportable Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

(14) **ASSIGNMENT.** The Board shall not transfer its obligations under the Bond Resolution unless the transferee agrees to assume all obligations of the Board under this Agreement or to execute a similar agreement obligating such transferee to comply with the provisions of the Rule.

(15) **FUTURE CHANGES TO THE RULE.** As set forth in Section 1 of this Agreement, the Board has executed and delivered this Agreement solely and only to assist the Participating Underwriters in complying with the requirements of the Rule. Therefore, notwithstanding anything in this Agreement to the contrary, in the event the Commission, the MSRB or other regulatory authority shall approve or require changes to the requirements of the Rule, the Board shall be permitted, but shall not be required, to unilaterally modify the covenants in this Agreement, without complying with the requirements of Section 8 of this Agreement, in order to comply with, or conform to, such changes. In the event of any such modification of this Agreement, the Village shall file a copy of this Agreement, as revised, on EMMA in a timely manner.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO CONTINUING DISCLOSURE AGREEMENT]

(15) GOVERNING LAW. This Agreement shall be governed by the laws of the State.

SOUTH DAKOTA BOARD OF REGENTS

By: _____
Executive Director, Board of Regents

Address: South Dakota Board of Regents
306 East Capitol Avenue
Suite 200
Pierre, South Dakota 57501

Dated: _____, 2021

Exhibit I
Annual Financial Information and Timing and Audited
Financial Statements

Annual Financial Information means the financial information and operating data as set forth below. All or a portion of the Annual Financial Information and Audited Financial Statements, if any, as set forth below may be included by reference to other documents, including other official statements (subject to the following sentence), which have been submitted to EMMA. The Board shall clearly identify each such item of information included by reference.

I. Annual Financial Information:

- a. Financial information and operating data (exclusive of Audited Financial Statements), including information of the type contained in the Final Official Statement in the table in the section captioned "Historical and Projected Cash Flows of the System" and in "Appendix E – Financial Statements of the Housing and Auxiliary Facilities System Revenue Bond Funds." The financial statements of the type contained in Appendix E shall be unaudited and prepared in accordance with the accounting principles set forth in the accountants report included in Appendix E.
- b. Annual Financial Information exclusive of Audited Financial Statements will be provided to EMMA not more than 210 days after the last day of the Board's Fiscal Year, which is currently June 30.
- c. Audited Financial Statements as described in Part II are not presently prepared by the Board. If the Board ever prepared Additional Financial Statements, they would be expected to be filed at the same time as the Annual Financial Information described in this Part I. If Audited Financial Statements, if prepared, are not available when the Annual Financial Information is filed, Audited Financial Statements will be filed when available.

II. Audited Financial Statements:

- a. The Board may, but is not under any obligation to, prepare Audited Financial Statements. No assurance is or can be provided that the Board will ever prepare Audited Financial Statements.
- b. Audited Financial Statements, if and when prepared by the Board, will be provided within 30 days after availability to the Board.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Agreement, the Board will disseminate a notice of such change as required by Section 4.

Exhibit II
Events with Respect to the Series 2021 Bonds for Which
Reportable Events Disclosure Is Required

1. Principal and interest payment delinquencies
2. Non-payment related defaults, if material
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax-exempt status of the security
7. Modifications to the rights of security holders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution or sale of property securing repayment of the securities, if material
11. Rating changes
12. Bankruptcy, insolvency, receivership or similar event of the Board (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer)
13. The consummation of a merger, consolidation, or acquisition involving the Board, or the sale of all or substantially all the assets of the Board, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material
15. (a) The incurrence of a Financial Obligation, if material, or (b) agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Board, any of which affect security holders, if material
16. A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation, any of which reflect financial difficulties

Exhibit III
CUSIP Numbers

Series 2021 Bonds

YEAR OF MATURITY (APRIL 1)	CUSIP NUMBER ()
<hr/>	

APPENDIX E

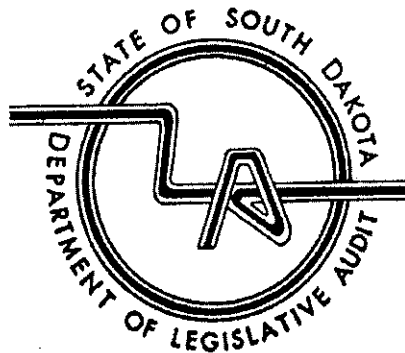
**FINANCIAL STATEMENTS OF THE HOUSING AND AUXILIARY FACILITIES SYSTEM
REVENUE BOND FUNDS
FOR THE FISCAL YEARS ENDED JUNE 30, 2019 AND 2018
(UNAUDITED)**

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**SOUTH DAKOTA BOARD OF REGENTS
FINANCIAL STATEMENTS OF THE HOUSING
AND AUXILIARY FACILITIES SYSTEM**

**INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING
AGREED-UPON PROCEDURES**

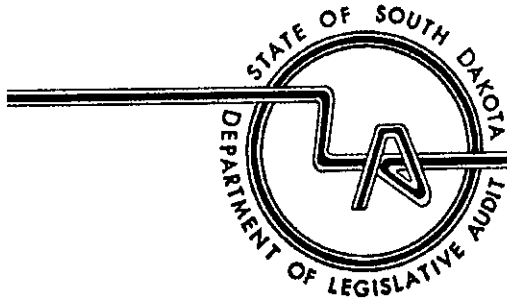
Fiscal Year Ended June 30, 2019



**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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MARTIN L. GUINDON, CPA
AUDITOR GENERAL

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

Dr. Paul Beran
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, 2019. 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 sufficiency of these procedures is solely the responsibility of the Board's management. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

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, 2019, as prepared by management. We agreed the amounts on the statements to management's worksheets and agreed 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 as a result of these procedures.

- b. *We traced information in the footnotes to the statements and other supporting documentation.*

We found no exceptions as a result of this procedure.

- c. *We agreed 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 as a result of this procedure.

Compliance – Agreed-Upon Procedures

- d. *We determined that balances in the Repair and Replacement Reserve Fund for each institution were in compliance with bond covenants at June 30, 2019.*

We found no instances of noncompliance as a result of this procedure.

- e. *We determined that the bond accounts were maintained separately from all other accounts on the accounting system in accordance with bond covenants.*

We found no instances of noncompliance as a result of this procedure.

- f. *We reviewed the Board of Regents meeting minutes for meetings occurring during the fiscal year ended June 30, 2019, and obtained representations from management that none of the facilities of the Auxiliary and Facilities System had been sold or otherwise disposed of contrary to bond covenants as of June 30, 2019.*

We found no instances of noncompliance as a result of this procedure.

- g. *We verified compliance with the rate covenant for each institution which requires the ratio of net revenues to annual debt service to exceed 120%.*

We found no instances of noncompliance as a result of this procedure.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an 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, the objective of which would be the expression of an opinion or conclusion, respectively, 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.

This report is intended solely for the information and use of management and members of the Board of Regents and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.



Martin L. Guindon, CPA
Auditor General

January 9, 2020

**SOUTH DAKOTA BOARD OF REGENTS - COMBINED
HOUSING AND AUXILIARY FACILITIES SYSTEM
STATEMENT OF NET POSITION - CASH BASIS
JUNE 30, 2019
Unaudited**

	Housing & Auxiliary Facilities Revenue Fund	Bond & Interest Sinking Fund Account	Repair & Replacement Reserve Account	(Memorandum Only) Total
<u>Assets</u>				
Cash and Investments	\$ 13,123,636.41	\$ 3,515,901.00	\$ 33,352,216.57	\$ 49,991,753.98
Total Assets	<u>\$ 13,123,636.41</u>	<u>\$ 3,515,901.00</u>	<u>\$ 33,352,216.57</u>	<u>\$ 49,991,753.98</u>
<u>Net Position</u>				
Unrestricted	\$ 13,123,636.41	\$ -	\$ 11,674,921.78	\$ 24,798,558.19
Externally restricted (Note 3)	<u>-</u>	<u>3,515,901.00</u>	<u>21,677,294.79</u>	<u>25,193,195.79</u>
Total Net Position	<u>\$ 13,123,636.41</u>	<u>\$ 3,515,901.00</u>	<u>\$ 33,352,216.57</u>	<u>\$ 49,991,753.98</u>

The accompanying notes are an integral part of these financial statements.

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, 2019
Unaudited

	Housing & Auxiliary Facilities Revenue Fund	Bond & Interest Sinking Fund Account	Repair & Replacement Reserve Account	(Memorandum Only) Total
Revenues and other additions:				
Net revenues from bonded facilities (Note 1)	\$ 25,486,507.16	\$ -	\$ -	\$ 25,486,507.16
Investment income	201,311.47	44,052.92	338,943.77	584,308.16
Student fees	9,499,340.77	-	-	9,499,340.77
Other Income	42,481.60	7,309.57	124,999.98	174,791.15
Total revenues and other additions	35,229,641.00	51,362.49	463,943.75	35,744,947.24
Expenses and other deductions:				
Bond principal payments	-	12,395,000.00	-	12,395,000.00
Bond interest expense	-	11,626,127.26	-	11,626,127.26
Trustee fees and bank charges	-	5,525.00	-	5,525.00
General and administrative expenses	-	-	6,098,884.89	6,098,884.89
Total expenses and other deductions	-	24,026,652.26	6,098,884.89	30,125,537.15
Revenues and other additions over (under) expenses and other deductions	35,229,641.00	(23,975,289.77)	(5,634,941.14)	5,619,410.09
Transfers among funds - additions (deductions)				
Transfers for bond payments	(23,952,862.70)	23,970,056.56	-	17,193.86
Transfers for renewal and replacement	(10,073,963.36)	-	10,079,146.90	5,183.54
Other transfers	(809,944.51)	-	(1,400,000.00)	(2,209,944.51)
Total transfers among funds	(34,836,770.57)	23,970,056.56	8,679,146.90	(2,187,567.11)
Net increase (decrease) in net position	392,870.43	(5,233.21)	3,044,205.76	3,431,842.98
Beginning net position	12,727,482.36	3,521,134.21	30,308,010.81	46,556,627.38
Prior Period Adjustment	3,283.62	-	-	3,283.62
Ending net position	\$ 13,123,636.41	\$ 3,515,901.00	\$ 33,352,216.57	\$ 49,991,753.98

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 2009, Series 2011, Series 2013A, Series 2014A, Series 2014B, Series 2015, Series 2016, and Series 2017 for the year ended June 30, 2019.

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.

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 2009, Series 2011, Series 2013A, Series 2014A, Series 2014B, Series 2015, Series 2016, and Series 2017 Bonds are limited obligations of the BOR issued by the Board of Regents and 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 2011, Series 2013A, Series 2014A, Series 2014B, Series 2015, Series 2016, and Series 2017 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, 2019, was \$4,100,000 for Series 2006; \$5,085,000 for Series 2007; \$2,590,000 for Series 2008A; \$3,025,000 for Series 2008B; \$52,495,000 for Series 2011; \$8,020,000 for Series 2013A Bonds; \$28,085,000 for Series 2014A; \$10,050,000 for Series 2014B; \$19,655,000 for Series 2015; \$18,630,000 for Series 2016; and \$87,650,000 for Series 2017. The Series 2009 bonds were legally defeased in FY18. The final remaining principal payments were made in FY19.

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 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.

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

SOUTH DAKOTA BOARD OF REGENTS - COMBINED
HOUSING AND AUXILIARY FACILITIES SYSTEM
SCHEDULE OF PLEDGED REVENUES - CASH BASIS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018
Unaudited

	2019			2018		
	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged
Bookstore	\$ 4,001,720.54	\$ 3,821,166.12	\$ 180,554.42	\$ 4,150,658.73	\$ 4,065,207.26	\$ 85,451.47
Student Center (Non-GAF)	2,001,276.64	1,898,857.51	102,419.13	2,084,625.08	1,760,675.21	323,949.87
Food Service	30,493,452.30	28,817,226.23	1,676,226.07	29,970,385.52	28,226,600.04	1,743,785.48
Residential Living	40,310,052.15	17,934,771.35	22,375,280.80	38,800,740.22	18,345,267.44	20,455,472.78
Conference Services	54,893.55	23,729.22	31,164.33	39,828.23	14,067.21	25,761.02
Other Facility Revenue	2,712,792.35	1,591,929.94	1,120,862.41	2,772,811.33	2,029,383.65	743,427.68
Revenues from facilities	79,574,187.53	54,087,680.37	25,486,507.16	77,819,049.11	54,441,200.81	23,377,848.30
General Activity Fee	13,402,205.84	3,902,865.07	9,499,340.77	13,018,512.14	3,162,493.14	9,856,019.00
Interest from Investments	584,308.16	-	584,308.16	515,724.40	-	515,724.40
Other Revenue	174,791.15	-	174,791.15	880,845.12	-	880,845.12
Total	<u>\$ 93,735,492.68</u>	<u>\$ 57,990,545.44</u>	35,744,947.24	<u>\$ 92,234,130.77</u>	<u>\$ 57,603,693.95</u>	34,630,436.82
Annual Debt Service			24,021,127.50			22,476,644.18
Coverage Ratio			1.49			1.54

SOUTH DAKOTA BOARD OF REGENTS - COMBINED
HOUSING AND AUXILIARY FACILITIES SYSTEM
DEBT SERVICE SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2019
Unaudited

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Amount</u>	<u>Total</u>
2018	\$ 11,350,000.00	\$ 11,126,644.18	\$ 22,476,644.18
2019	12,395,000.00	11,626,127.50	24,021,127.50
2020	12,475,000.00	11,075,721.26	23,550,721.26
2021	12,995,000.00	10,515,964.26	23,510,964.26
2022	13,655,000.00	9,908,097.26	23,563,097.26
2023	14,290,000.00	9,246,200.76	23,536,200.76
2024	14,655,000.00	8,561,669.76	23,216,669.76
2025	15,360,000.00	7,854,362.26	23,214,362.26
2026	13,115,000.00	7,149,168.76	20,264,168.76
2027	12,800,000.00	6,555,236.26	19,355,236.26
2028	13,410,000.00	5,952,011.26	19,362,011.26
2029	12,205,000.00	5,319,771.26	17,524,771.26
2030	11,795,000.00	4,745,706.26	16,540,706.26
2031	11,245,000.00	4,182,506.26	15,427,506.26
2032	11,805,000.00	3,623,606.26	15,428,606.26
2033	12,355,000.00	3,064,156.26	15,419,156.26
2034	12,400,000.00	2,478,518.76	14,878,518.76
2035	9,315,000.00	1,895,806.26	11,210,806.26
2036	9,715,000.00	1,496,837.52	11,211,837.52
2037	5,630,000.00	1,080,625.00	6,710,625.00
2038	5,870,000.00	842,312.50	6,712,312.50
2039	6,120,000.00	593,750.00	6,713,750.00
2040	3,555,000.00	334,550.00	3,889,550.00
2041	2,915,000.00	184,800.00	3,099,800.00
2042	1,705,000.00	68,200.00	1,773,200.00
	<u>\$ 263,130,000.00</u>	<u>\$ 129,482,349.86</u>	<u>\$ 392,612,349.86</u>

SOUTH DAKOTA BOARD OF REGENTS - BLACK HILLS STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
STATEMENT OF NET POSITION - CASH BASIS

JUNE 30, 2019

Unaudited

	Housing & Auxiliary Facilities Revenue Fund	Bond & Interest Sinking Fund Account	Repair & Replacement Reserve Account	(Memorandum Only) Total
Cash and Investments	\$ 427,311.55	\$ -	\$ 1,881,140.82	\$ 2,308,452.37
Total Assets	\$ 427,311.55	\$ -	\$ 1,881,140.82	\$ 2,308,452.37
Net Position				
Unrestricted	\$ 427,311.55	\$ -	\$ 2,160.82	\$ 429,472.37
Externally restricted	-	-	1,878,980.00	1,878,980.00
Total Net Position	\$ 427,311.55	\$ -	\$ 1,881,140.82	\$ 2,308,452.37

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, 2019
Unaudited

	Housing & Auxiliary Facilities Revenue Fund	Bond & Interest Sinking Fund Account	Repair & Replacement Reserve Account	(Memorandum Only) Total
Revenues and other additions:				
Net revenues from bonded facilities	\$ 2,106,847.28	\$ -	\$ -	\$ 2,106,847.28
Investment income	705.57	-	17,399.21	18,104.78
Net general activity fee	483,207.48	-	-	483,207.48
Total revenues and other additions	2,590,760.33	-	17,399.21	2,608,159.54
Expenses and other deductions:				
Bond principal payments	-	1,055,000.00	-	1,055,000.00
Bond interest expense	-	683,049.00	-	683,049.00
Trustee fees and bank charges	-	683.34	-	683.34
General and administrative expenses	-	-	232,378.34	232,378.34
Total expenses and other deductions	-	1,738,732.34	232,378.34	1,971,110.68
Revenues and other additions over (under) expenses and other deductions	2,590,760.33	(1,738,732.34)	(214,979.13)	637,048.86
Transfers among funds - additions (deductions)				
Transfers for bond payments	(1,738,004.68)	1,738,004.68	-	-
Transfers for renewal and replacement	(363,121.01)	-	368,304.55	5,183.54
Other transfers	(188,207.46)	-	-	(188,207.46)
Total transfers among funds - additions (deductions)	(2,289,333.15)	1,738,004.68	368,304.55	(183,023.92)
Net increase (decrease) in net position	301,427.18	(727.66)	153,325.42	454,024.94
Beginning net position	125,884.37	727.66	1,727,815.40	1,854,427.43
Ending net position	\$ 427,311.55	\$ -	\$ 1,881,140.82	\$ 2,308,452.37

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, 2019 AND 2018
Unaudited

	2019			2018		
	<u>Gross Revenues</u>	<u>Maintenance and Operating Costs</u>	<u>Net Revenues Pledged</u>	<u>Gross Revenues</u>	<u>Maintenance and Operating Costs</u>	<u>Net Revenues Pledged</u>
Bookstore	\$ 1,573,791.64	\$ 1,442,081.83	\$ 131,709.81	\$ 1,601,398.50	\$ 1,510,406.13	\$ 90,992.37
Student Center (Non-GAF)	5,047.50	7,459.12	(2,411.62)	5,230.17	1,350.66	3,879.51
Food Service	2,013,717.94	1,619,492.79	394,225.15	2,149,086.18	1,776,328.60	372,757.58
Residential Living	2,618,944.80	1,159,850.16	1,459,094.64	2,909,766.13	1,333,117.77	1,576,648.36
Conference Services	21,783.83	2,432.21	19,351.62	10,602.09	(3,625.64)	14,227.73
Other Facility Revenue	152,175.73	47,298.05	104,877.68	152,154.74	49,115.76	103,038.98
Revenues from facilities	6,385,461.44	4,278,614.16	2,106,847.28	6,828,237.81	4,666,693.28	2,161,544.53
General Activity Fee	996,594.36	513,386.88	483,207.48	1,006,425.71	517,154.70	489,271.01
Interest from Investments	18,104.78	-	18,104.78	24,912.61	-	24,912.61
Total	<u>\$ 7,400,160.58</u>	<u>\$ 4,792,001.04</u>	2,608,159.54	<u>\$ 7,859,576.13</u>	<u>\$ 5,183,847.98</u>	2,675,728.15
Annual Debt Service			1,738,049.00			1,748,834.00
Coverage Ratio			1.50			1.53

SOUTH DAKOTA BOARD OF REGENTS - BLACK HILLS STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
DEBT SERVICE SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2019
Unaudited

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Amount</u>	<u>Total</u>
2018	\$ 1,025,000.00	\$ 723,834.00	\$ 1,748,834.00
2019	1,055,000.00	683,049.00	1,738,049.00
2020	1,100,000.00	641,082.00	1,741,082.00
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>\$ 16,745,000.00</u>	<u>\$ 6,738,561.00</u>	<u>\$ 23,483,561.00</u>

SOUTH DAKOTA BOARD OF REGENTS - DAKOTA STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
STATEMENT OF NET POSITION - CASH BASIS
JUNE 30, 2019
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	\$ 479,544.65	\$ 284,615.46	\$ 1,338,150.43	\$ 2,102,310.54
Total Assets	<u>\$ 479,544.65</u>	<u>\$ 284,615.46</u>	<u>\$ 1,338,150.43</u>	<u>\$ 2,102,310.54</u>
<u>Net Position</u>				
Unrestricted	\$ 479,544.65	\$ -	\$ 314,799.43	\$ 794,344.08
Externally restricted	<u>-</u>	<u>284,615.46</u>	<u>1,023,351.00</u>	<u>1,307,966.46</u>
Total Net Position	<u>\$ 479,544.65</u>	<u>\$ 284,615.46</u>	<u>\$ 1,338,150.43</u>	<u>\$ 2,102,310.54</u>

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, 2019
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	\$ 1,481,192.00	\$ -	\$ -	\$ 1,481,192.00
Investment income	5,621.36	3,705.39	16,308.73	25,635.48
Net general activity fee	425,980.27	-	-	425,980.27
	<hr/>	<hr/>	<hr/>	<hr/>
Total revenues and other additions	1,912,793.63	3,705.39	16,308.73	1,932,807.75
	<hr/>	<hr/>	<hr/>	<hr/>
Expenses and other deductions:				
Bond principal payments	-	675,000.00	-	675,000.00
Bond interest expense	-	693,566.00	-	693,566.00
Trustee fees and bank charges	-	516.67	-	516.67
General and administrative expenses	-	-	174,786.85	174,786.85
	<hr/>	<hr/>	<hr/>	<hr/>
Total expenses and other deductions	-	1,369,082.67	174,786.85	1,543,869.52
	<hr/>	<hr/>	<hr/>	<hr/>
Revenues and other additions over (under) expenses and other deductions	1,912,793.63	(1,365,377.28)	(158,478.12)	388,938.23
Transfers among funds - additions (deductions)				
Transfers for bond payments	(1,368,832.67)	1,386,026.53	-	17,193.86
Transfers for renewal and replacement	(355,000.00)	-	355,000.00	-
Other transfers	(190,345.91)	-	-	(190,345.91)
	<hr/>	<hr/>	<hr/>	<hr/>
Total transfers among funds - additions (deductions)	(1,914,178.58)	1,386,026.53	355,000.00	(173,152.05)
	<hr/>	<hr/>	<hr/>	<hr/>
Net increase (decrease) in net position	(1,384.95)	20,649.25	196,521.88	215,786.18
Beginning net position	480,929.60	263,966.21	1,141,628.55	1,886,524.36
	<hr/>	<hr/>	<hr/>	<hr/>
Ending net position	\$ 479,544.65	\$ 284,615.46	\$ 1,338,150.43	\$ 2,102,310.54
	<hr/>	<hr/>	<hr/>	<hr/>

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, 2019 AND 2018
Unaudited

	2019			2018		
	<u>Gross Revenues</u>	<u>Maintenance and Operating Costs</u>	<u>Net Revenues Pledged</u>	<u>Gross Revenues</u>	<u>Maintenance and Operating Costs</u>	<u>Net Revenues Pledged</u>
Student Center (Non-GAF)	\$ 135.25	\$ -	\$ 135.25	\$ 17.50	\$ -	\$ 17.50
Food Service	2,665,795.08	2,477,931.33	187,863.75	2,368,201.38	2,214,868.79	153,332.59
Residential Living	2,442,154.59	1,148,961.59	1,293,193.00	2,243,996.82	942,353.39	1,301,643.43
Revenues from facilities	5,108,084.92	3,626,892.92	1,481,192.00	4,612,215.70	3,157,222.18	1,454,993.52
General Activity Fee	648,394.67	222,414.40	425,980.27	637,751.26	214,627.79	423,123.47
Interest from Investments	25,635.48	-	25,635.48	39,835.99	-	39,835.99
Total	<u>\$ 5,782,115.07</u>	<u>\$ 3,849,307.32</u>	1,932,807.75	<u>\$ 5,289,802.95</u>	<u>\$ 3,371,849.97</u>	1,917,952.98
Annual Debt Service			<u>1,368,566.00</u>			<u>1,369,266.00</u>
Coverage Ratio			1.41			1.40

SOUTH DAKOTA BOARD OF REGENTS - DAKOTA STATE UNIVERSITY**HOUSING AND AUXILIARY FACILITIES SYSTEM****DEBT SERVICE SCHEDULE****FOR THE YEAR ENDED JUNE 30, 2019****Unaudited**

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Amount</u>	<u>Total</u>
2018	\$ 650,000.00	\$ 719,266.00	\$ 1,369,266.00
2019	675,000.00	693,566.00	1,368,566.00
2020	700,000.00	664,128.00	1,364,128.00
2021	735,000.00	632,096.00	1,367,096.00
2022	775,000.00	598,426.00	1,373,426.00
2023	805,000.00	562,868.00	1,367,868.00
2024	845,000.00	525,825.00	1,370,825.00
2025	890,000.00	487,047.00	1,377,047.00
2026	725,000.00	446,187.00	1,171,187.00
2027	755,000.00	413,689.00	1,168,689.00
2028	790,000.00	379,803.00	1,169,803.00
2029	475,000.00	344,335.00	819,335.00
2030	465,000.00	325,850.00	790,850.00
2031	490,000.00	307,250.00	797,250.00
2032	515,000.00	282,750.00	797,750.00
2033	540,000.00	257,000.00	797,000.00
2034	565,000.00	230,000.00	795,000.00
2035	590,000.00	201,750.00	791,750.00
2036	625,000.00	172,250.00	797,250.00
2037	655,000.00	141,000.00	796,000.00
2038	690,000.00	108,250.00	798,250.00
2039	720,000.00	73,750.00	793,750.00
2040	755,000.00	37,750.00	792,750.00
	<u>\$ 15,430,000.00</u>	<u>\$ 8,604,836.00</u>	<u>\$ 24,034,836.00</u>

SOUTH DAKOTA BOARD OF REGENTS - NORTHERN STATE UNIVERSITY

HOUSING AND AUXILIARY FACILITIES SYSTEM

STATEMENT OF NET POSITION - CASH BASIS

JUNE 30, 2019

Unaudited

	Housing & Auxiliary Facilities Revenue Fund	Bond & Interest Sinking Fund Account	Repair & Replacement Reserve Account	(Memorandum Only) Total
<u>Assets</u>				
Cash and Investments	\$ 1,326,614.60	\$ 570,305.62	\$ 3,164,641.72	\$ 5,061,561.94
Total Assets	<u>\$ 1,326,614.60</u>	<u>\$ 570,305.62</u>	<u>\$ 3,164,641.72</u>	<u>\$ 5,061,561.94</u>
<u>Net Position</u>				
Unrestricted	\$ 1,326,614.60	\$ -	\$ 877,207.72	\$ 2,203,822.32
Externally restricted	-	570,305.62	2,287,434.00	2,857,739.62
Total Net Position	<u>\$ 1,326,614.60</u>	<u>\$ 570,305.62</u>	<u>\$ 3,164,641.72</u>	<u>\$ 5,061,561.94</u>

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, 2019
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	\$ 1,631,380.17	\$ -	\$ -	\$ 1,631,380.17
Investment income	-	-	65,025.06	65,025.06
Net general activity fee	420,000.00	-	-	420,000.00
Other income	-	859.95	-	859.95
	<u>2,051,380.17</u>	<u>859.95</u>	<u>65,025.06</u>	<u>2,117,265.18</u>
Total revenues and other additions				
Expenses and other deductions:				
Bond principal payments	-	670,000.00	-	670,000.00
Bond interest expense	-	731,163.73	-	731,163.73
Trustee fees and bank charges	-	725.00	-	725.00
General and administrative expenses	-	-	286,449.22	286,449.22
	<u>-</u>	<u>1,401,888.73</u>	<u>286,449.22</u>	<u>1,688,337.95</u>
Total expenses and other deductions				
Revenues and other additions over (under) expenses and other deductions	2,051,380.17	(1,401,028.78)	(221,424.16)	428,927.23
Transfers among funds - additions (deductions)				
Transfers for bond payments	(1,423,006.91)	1,423,006.91	-	-
Transfers for renewal and replacement	(881,472.00)	-	881,472.00	-
Other transfers	(191,349.24)	-	-	(191,349.24)
	<u>(2,495,828.15)</u>	<u>1,423,006.91</u>	<u>881,472.00</u>	<u>(191,349.24)</u>
Total transfers among funds - additions (deductions)				
Net increase (decrease) in net position	(444,447.98)	21,978.13	660,047.84	237,577.99
Beginning net position	1,767,778.96	548,327.49	2,504,593.88	4,820,700.33
Prior period adjustment	3,283.62	-	-	3,283.62
	<u>1,326,614.60</u>	<u>570,305.62</u>	<u>3,164,641.72</u>	<u>5,061,561.94</u>
Ending net position				

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, 2019 AND 2018
Unaudited

	2019			2018		
	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged
Bookstore	\$ 922,796.80	\$ 937,358.93	\$ (14,562.13)	\$ 958,546.35	\$ 996,176.58	\$ (37,630.23)
Student Center (Non-GAF)	1,633.67	63,684.37	(62,050.70)	7,792.42	71,833.56	(64,041.14)
Food Service	2,298,917.62	2,056,112.90	242,804.72	2,260,078.66	2,020,928.91	239,149.75
Residential Living	2,985,583.88	1,520,395.60	1,465,188.28	2,715,696.18	1,391,477.48	1,324,218.70
Revenues from facilities	6,208,931.97	4,577,551.80	1,631,380.17	5,942,113.61	4,480,416.53	1,461,697.08
General Activity Fee	645,103.42	225,103.42	420,000.00	650,000.00	220,000.00	430,000.00
Interest from Investments	65,025.06	-	65,025.06	48,529.64	-	48,529.64
Other Revenue	859.95	-	859.95	11,389.18	-	11,389.18
Total	<u>\$ 6,919,920.40</u>	<u>\$ 4,802,655.22</u>	2,117,265.18	<u>\$ 6,652,032.43</u>	<u>\$ 4,700,416.53</u>	1,951,615.90
Annual Debt Service			<u>1,401,163.76</u>			<u>1,387,968.35</u>
Coverage Ratio			1.51			1.41

SOUTH DAKOTA BOARD OF REGENTS - NORTHERN STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
DEBT SERVICE SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2019
Unaudited

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Amount</u>	<u>Total</u>
2018	\$ 635,000.00	\$ 752,968.35	\$ 1,387,968.35
2019	670,000.00	731,163.76	1,401,163.76
2020	685,000.00	703,386.26	1,388,386.26
2021	705,000.00	673,456.26	1,378,456.26
2022	745,000.00	642,276.26	1,387,276.26
2023	785,000.00	607,218.76	1,392,218.76
2024	815,000.00	570,261.26	1,385,261.26
2025	855,000.00	529,826.26	1,384,826.26
2026	905,000.00	490,645.00	1,395,645.00
2027	940,000.00	448,795.00	1,388,795.00
2028	990,000.00	402,155.00	1,392,155.00
2029	950,000.00	353,037.50	1,303,037.50
2030	645,000.00	305,537.50	950,537.50
2031	670,000.00	276,087.50	946,087.50
2032	705,000.00	242,587.50	947,587.50
2033	740,000.00	209,775.00	949,775.00
2034	765,000.00	175,325.00	940,325.00
2035	715,000.00	142,612.50	857,612.50
2036	745,000.00	112,643.76	857,643.76
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>\$ 16,700,000.00</u>	<u>\$ 8,620,558.43</u>	<u>\$ 25,320,558.43</u>

SOUTH DAKOTA BOARD OF REGENTS - SOUTH DAKOTA SCHOOL OF MINES AND TECHNOLOGY
HOUSING AND AUXILIARY FACILITIES SYSTEM
STATEMENT OF NET POSITION - CASH BASIS
JUNE 30, 2019
Unaudited

	Housing & Auxiliary Facilities Revenue Fund	Bond & Interest Sinking Fund Account	Repair & Replacement Reserve Account	(Memorandum Only) Total
<u>Assets</u>				
Cash and Investments	\$ 937,582.80	\$ 2,660,979.89	\$ 3,338,772.68	\$ 6,937,335.37
Total Assets	<u>\$ 937,582.80</u>	<u>\$ 2,660,979.89</u>	<u>\$ 3,338,772.68</u>	<u>\$ 6,937,335.37</u>
<u>Net Position</u>				
Unrestricted	\$ 937,582.80	\$ -	\$ 1,226,380.68	\$ 2,163,963.48
Externally restricted	-	2,660,979.89	2,112,392.00	4,773,371.89
Total Net Position	<u>\$ 937,582.80</u>	<u>\$ 2,660,979.89</u>	<u>\$ 3,338,772.68</u>	<u>\$ 6,937,335.37</u>

**SOUTH DAKOTA BOARD OF REGENTS - SOUTH DAKOTA 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, 2019

Unaudited

	Housing & Auxiliary Facilities Revenue Fund	Bond & Interest Sinking Fund Account	Repair & Replacement Reserve Account	(Memorandum Only) Total
Revenues and other additions:				
Net revenues from bonded facilities	\$ 1,677,668.02	\$ -	\$ -	\$ 1,677,668.02
Investment income	24,641.16	17,411.60	52,494.48	94,547.24
Net general activity fee	1,487,053.80	-	-	1,487,053.80
Other income	-	6,449.62	124,999.98	131,449.60
Total revenues and other additions	3,189,362.98	23,861.22	177,494.46	3,390,718.66
Expenses and other deductions:				
Bond principal payments	-	1,245,000.00	-	1,245,000.00
Bond interest expense	-	1,473,012.46	-	1,473,012.46
Trustee fees and bank charges	-	1,683.32	-	1,683.32
General and administrative expenses	-	-	923,199.47	923,199.47
Total expenses and other deductions	-	2,719,695.78	923,199.47	3,642,895.25
Revenues and other additions over (under) expenses and other deductions	3,189,362.98	(2,695,834.56)	(745,705.01)	(252,176.59)
Transfers among funds - additions (deductions)				
Transfers for bond payments	(2,648,801.60)	2,648,801.60	-	-
Transfers for renewal and replacement	(245,405.60)	-	245,405.60	-
Other transfers	18,074.36	-	-	18,074.36
Total transfers among funds - additions (deductions)	(2,876,132.84)	2,648,801.60	245,405.60	18,074.36
Net increase (decrease) in net position	313,230.14	(47,032.96)	(500,299.41)	(234,102.23)
Beginning net position	624,352.66	2,708,012.85	3,839,072.09	7,171,437.60
Ending net position	\$ 937,582.80	\$ 2,660,979.89	\$ 3,338,772.68	\$ 6,937,335.37

SOUTH DAKOTA BOARD OF REGENTS - SOUTH DAKOTA SCHOOL OF MINES AND TECHNOLOGY
HOUSING AND AUXILIARY FACILITIES SYSTEM
SCHEDULE OF PLEDGED REVENUES - CASH BASIS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018
Unaudited

	2019			2018		
	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged
Bookstore	\$ 1,505,132.10	\$ 1,441,725.36	\$ 63,406.74	\$ 1,590,713.88	\$ 1,558,624.55	\$ 32,089.33
Student Center (Non-GAF)	3,997.85	341.19	3,656.66	8,566.77	4,779.75	3,787.02
Food Service	3,024,198.16	2,956,698.41	67,499.75	2,952,466.08	2,899,984.72	52,481.36
Residential Living	3,113,014.94	1,311,398.78	1,801,616.16	2,679,091.06	1,287,877.87	1,391,213.19
Conference Services	33,109.72	21,297.01	11,812.71	29,226.14	17,692.85	11,533.29
Other Facility Revenue	-	270,324.00	(270,324.00)	-	374,057.00	(374,057.00)
Revenues from facilities	7,679,452.77	6,001,784.75	1,677,668.02	7,260,063.93	6,143,016.74	1,117,047.19
General Activity Fee	1,972,550.36	485,496.56	1,487,053.80	2,047,045.09	485,140.06	1,561,905.03
Interest from Investments	94,547.24	-	94,547.24	101,307.41	-	101,307.41
Other Revenue	131,449.60	-	131,449.60	212,203.49	-	212,203.49
Total	<u>\$ 9,877,999.97</u>	<u>\$ 6,487,281.31</u>	3,390,718.66	<u>\$ 9,620,619.92</u>	<u>\$ 6,628,156.80</u>	2,992,463.12
Annual Debt Service			2,718,012.50			2,161,767.77
Coverage Ratio			1.25			1.38

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, 2019
Unaudited

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Amount</u>	<u>Total</u>
2018	\$ 980,000.00	\$ 1,181,767.77	\$ 2,161,767.77
2019	1,245,000.00	1,473,012.50	2,718,012.50
2020	1,235,000.00	1,419,620.00	2,654,620.00
2021	1,285,000.00	1,364,510.00	2,649,510.00
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>\$ 32,250,000.00</u>	<u>\$ 17,546,585.29</u>	<u>\$ 49,796,585.29</u>

SOUTH DAKOTA BOARD OF REGENTS - SOUTH DAKOTA STATE UNIVERSITY

HOUSING AND AUXILIARY FACILITIES SYSTEM

STATEMENT OF NET POSITION - CASH BASIS

JUNE 30, 2019

Unaudited

	Housing & Auxiliary Facilities Revenue Fund	Bond & Interest Sinking Fund Account	Repair & Replacement Reserve Account	(Memorandum Only) Total
<u>Assets</u>				
Cash and Investments	\$ 9,209,964.69	\$ 0.03	\$ 9,454,579.79	\$ 18,664,544.51
Total Assets	<u>\$ 9,209,964.69</u>	<u>\$ 0.03</u>	<u>\$ 9,454,579.79</u>	<u>\$ 18,664,544.51</u>
<u>Net Position</u>				
Unrestricted	\$ 9,209,964.69	\$ -	\$ -	\$ 9,209,964.69
Externally restricted	<u>-</u>	<u>0.03</u>	<u>9,454,579.79</u>	<u>9,454,579.82</u>
Total Net Position	<u>\$ 9,209,964.69</u>	<u>\$ 0.03</u>	<u>\$ 9,454,579.79</u>	<u>\$ 18,664,544.51</u>

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, 2019
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>
Revenues and other additions:				
Net revenues from bonded facilities	\$ 12,899,115.23	\$ -	\$ -	\$ 12,899,115.23
Investment income	170,343.38	15,628.23	52,714.59	238,686.20
Net general activity fee	4,635,943.54	-	-	4,635,943.54
Other income	20,208.81	-	-	20,208.81
Total revenues and other additions	<u>17,725,610.96</u>	<u>15,628.23</u>	<u>52,714.59</u>	<u>17,793,953.78</u>
Expenses and other deductions:				
Bond principal payments	-	6,215,000.00	-	6,215,000.00
Bond interest expense	-	5,700,848.47	-	5,700,848.47
Trustee fees and bank charges	-	1,125.01	-	1,125.01
General and administrative expenses	-	-	2,414,634.62	2,414,634.62
Total expenses and other deductions	<u>-</u>	<u>11,916,973.48</u>	<u>2,414,634.62</u>	<u>14,331,608.10</u>
Revenues and other additions over (under) expenses and other deductions	17,725,610.96	(11,901,345.25)	(2,361,920.03)	3,462,345.68
Transfers among funds - additions (deductions)				
Transfers for bond payments	(11,901,245.28)	11,901,245.28	-	-
Transfers for renewal and replacement	(5,395,034.77)	-	5,395,034.77	-
Other transfers	(258,116.26)	-	-	(258,116.26)
Total transfers among funds - additions (deductions)	<u>(17,554,396.31)</u>	<u>11,901,245.28</u>	<u>5,395,034.77</u>	<u>(258,116.26)</u>
Net increase (decrease) in net position	171,214.65	(99.97)	3,033,114.74	3,204,229.42
Beginning net position	<u>9,038,750.04</u>	<u>100.00</u>	<u>6,421,465.05</u>	<u>15,460,315.09</u>
Ending net position	<u>\$ 9,209,964.69</u>	<u>\$ 0.03</u>	<u>\$ 9,454,579.79</u>	<u>\$ 18,664,544.51</u>

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, 2019 AND 2018
Unaudited

	2019			2018		
	<u>Gross Revenues</u>	<u>Maintenance and Operating Costs</u>	<u>Net Revenues Pledged</u>	<u>Gross Revenues</u>	<u>Maintenance and Operating Costs</u>	<u>Net Revenues Pledged</u>
Student Center (Non-GAF)	\$ 393,739.97	\$ 406,419.45	\$ (12,679.48)	\$ 365,641.69	\$ 299,190.64	\$ 66,451.05
Food Service	13,402,759.53	12,615,846.27	786,913.26	13,706,479.43	12,723,294.11	983,185.32
Residential Living	18,732,058.89	7,665,135.97	11,066,922.92	18,192,914.76	8,415,537.15	9,777,377.61
Other Facility Revenue	2,186,481.94	1,128,523.41	1,057,958.53	2,258,082.03	1,470,451.86	787,630.17
Revenues from facilities	34,715,040.33	21,815,925.10	12,899,115.23	34,523,117.91	22,908,473.76	11,614,644.15
General Activity Fee	5,432,236.00	796,292.46	4,635,943.54	5,147,432.00	-	5,147,432.00
Interest from Investments	238,686.20	-	238,686.20	211,981.69	-	211,981.69
Other Revenue	20,208.81	-	20,208.81	272,766.60	-	272,766.60
Total	<u>\$ 40,406,171.34</u>	<u>\$ 22,612,217.56</u>	17,793,953.78	<u>\$ 40,155,298.20</u>	<u>\$ 22,908,473.76</u>	17,246,824.44
Annual Debt Service			<u>11,915,848.50</u>			<u>10,968,204.01</u>
Coverage Ratio			1.49			1.57

SOUTH DAKOTA BOARD OF REGENTS - SOUTH DAKOTA STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
DEBT SERVICE SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2019
Unaudited

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Amount</u>	<u>Total</u>
2018	\$ 5,610,000.00	\$ 5,358,204.01	\$ 10,968,204.01
2019	6,215,000.00	5,700,848.50	11,915,848.50
2020	6,300,000.00	5,425,805.00	11,725,805.00
2021	6,580,000.00	5,136,765.00	11,716,765.00
2022	6,885,000.00	4,836,337.00	11,721,337.00
2023	7,215,000.00	4,500,975.00	11,715,975.00
2024	7,565,000.00	4,149,425.00	11,714,425.00
2025	7,935,000.00	3,776,791.00	11,711,791.00
2026	5,545,000.00	3,419,079.26	8,964,079.26
2027	5,185,000.00	3,179,243.76	8,364,243.76
2028	5,440,000.00	2,919,993.76	8,359,993.76
2029	5,710,000.00	2,647,993.76	8,357,993.76
2030	5,985,000.00	2,364,193.76	8,349,193.76
2031	6,095,000.00	2,071,943.76	8,166,943.76
2032	6,400,000.00	1,767,193.76	8,167,193.76
2033	6,690,000.00	1,472,056.26	8,162,056.26
2034	6,995,000.00	1,163,468.76	8,158,468.76
2035	5,230,000.00	842,600.00	6,072,600.00
2036	5,450,000.00	619,300.00	6,069,300.00
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>\$ 128,695,000.00</u>	<u>\$ 62,667,217.35</u>	<u>\$ 191,362,217.35</u>

SOUTH DAKOTA BOARD OF REGENTS - UNIVERSITY OF SOUTH DAKOTA
HOUSING AND AUXILIARY FACILITIES SYSTEM
STATEMENT OF NET POSITION - CASH BASIS
JUNE 30, 2019
Unaudited

	Housing & Auxiliary Facilities Revenue Fund	Bond & Interest Sinking Fund Account	Repair & Replacement Reserve Account	(Memorandum Only) Total
<u>Assets</u>				
Cash and Investments	\$ 742,618.12	\$ -	\$ 14,174,931.13	\$ 14,917,549.25
Total Assets	<u>\$ 742,618.12</u>	<u>\$ -</u>	<u>\$ 14,174,931.13</u>	<u>\$ 14,917,549.25</u>
<u>Net Position</u>				
Unrestricted	\$ 742,618.12	\$ -	\$ 9,254,373.13	\$ 9,996,991.25
Externally restricted	<u>-</u>	<u>-</u>	<u>4,920,558.00</u>	<u>4,920,558.00</u>
Total Net Position	<u>\$ 742,618.12</u>	<u>\$ -</u>	<u>\$ 14,174,931.13</u>	<u>\$ 14,917,549.25</u>

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, 2019
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>
Revenues and other additions:				
Net revenues from bonded facilities	\$ 5,690,304.46	\$ -	\$ -	\$ 5,690,304.46
Investment income	-	7,307.70	135,001.70	142,309.40
Net general activity fee	2,047,155.68	-	-	2,047,155.68
Other income	22,272.79	-	-	22,272.79
	<hr/>	<hr/>	<hr/>	<hr/>
Total revenues and other additions	7,759,732.93	7,307.70	135,001.70	7,902,042.33
	<hr/>	<hr/>	<hr/>	<hr/>
Expenses and other deductions:				
Bond principal payments	-	2,535,000.00	-	2,535,000.00
Bond interest expense	-	2,344,487.60	-	2,344,487.60
Trustee fees and bank charges	-	791.66	-	791.66
General and administrative expenses	-	-	2,067,436.39	2,067,436.39
	<hr/>	<hr/>	<hr/>	<hr/>
Total expenses and other deductions	-	4,880,279.26	2,067,436.39	6,947,715.65
	<hr/>	<hr/>	<hr/>	<hr/>
Revenues and other additions over (under) expenses and other deductions	7,759,732.93	(4,872,971.56)	(1,932,434.69)	954,326.68
Transfers among funds - additions (deductions)				
Transfers for bond payments	(4,872,971.56)	4,872,971.56	-	-
Transfers for renewal and replacement	(2,833,929.98)	-	2,833,929.98	-
Other transfers	-	-	(1,400,000.00)	(1,400,000.00)
	<hr/>	<hr/>	<hr/>	<hr/>
Total transfers among funds - additions (deductions)	(7,706,901.54)	4,872,971.56	1,433,929.98	(1,400,000.00)
	<hr/>	<hr/>	<hr/>	<hr/>
Net increase (decrease) in net position	52,831.39	-	(498,504.71)	(445,673.32)
Beginning net position	689,786.73	-	14,673,435.84	15,363,222.57
	<hr/>	<hr/>	<hr/>	<hr/>
Ending net position	\$ 742,618.12	\$ -	\$ 14,174,931.13	\$ 14,917,549.25
	<hr/>	<hr/>	<hr/>	<hr/>

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, 2019 AND 2018
Unaudited

	2019			2018		
	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged
Student Center (Non-GAF)	\$ 1,596,722.40	\$ 1,420,953.38	\$ 175,769.02	\$ 1,697,376.53	\$ 1,383,520.60	\$ 313,855.93
Food Service	7,088,063.97	7,091,144.53	(3,080.56)	6,534,073.79	6,591,194.91	(57,121.12)
Residential Living	10,418,295.05	5,129,029.25	5,289,265.80	10,059,275.27	4,974,903.78	5,084,371.49
Other Facility Revenue	374,134.68	145,784.48	228,350.20	362,574.56	135,759.03	226,815.53
Revenues from facilities	19,477,216.10	13,786,911.64	5,690,304.46	18,653,300.15	13,085,378.32	5,567,921.83
General Activity Fee	3,707,327.03	1,660,171.35	2,047,155.68	3,529,858.08	1,725,570.59	1,804,287.49
Interest from Investments	142,309.40	-	142,309.40	89,157.06	-	89,157.06
Other Revenue	22,272.79	-	22,272.79	384,485.85	-	384,485.85
Total	<u>\$ 23,349,125.32</u>	<u>\$ 15,447,082.99</u>	7,902,042.33	<u>\$ 22,656,801.14</u>	<u>\$ 14,810,948.91</u>	7,845,852.23
Annual Debt Service			<u>4,879,487.74</u>			<u>4,840,604.05</u>
Coverage Ratio			1.62			1.62

SOUTH DAKOTA BOARD OF REGENTS - UNIVERSITY OF SOUTH DAKOTA
HOUSING AND AUXILIARY FACILITIES SYSTEM
DEBT SERVICE SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2019
Unaudited

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Amount</u>	<u>Total</u>
2018	\$ 2,450,000.00	\$ 2,390,604.05	\$ 4,840,604.05
2019	2,535,000.00	2,344,487.74	4,879,487.74
2020	2,455,000.00	2,221,700.00	4,676,700.00
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>\$ 53,310,000.00</u>	<u>\$ 25,304,591.79</u>	<u>\$ 78,614,591.79</u>

SOUTH DAKOTA BOARD OF REGENTS
FINANCIAL STATEMENTS OF THE HOUSING
AND AUXILIARY FACILITIES SYSTEM

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING
AGREED-UPON PROCEDURES

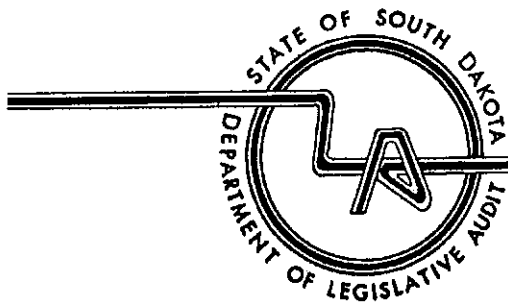
Fiscal Year Ended June 30, 2018



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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MARTIN L. GUINDON, CPA
AUDITOR GENERAL

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

Dr. Paul Beran
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, 2018. 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 sufficiency of these procedures is solely the responsibility of the Board's management. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

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, 2018, as prepared by management. We agreed the amounts on the statements to management's worksheets and agreed 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 as a result of these procedures.

- b. *We traced information in the footnotes to the statements and other supporting documentation.*

We found no exceptions as a result of this procedure.

- c. *We agreed 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 as a result of this procedure.

Compliance – Agreed-Upon Procedures

- d. *We determined that balances in the Repair and Replacement Reserve Fund for each institution were in compliance with bond covenants at June 30, 2018.*

We found no instances of noncompliance as a result of this procedure.

- e. *We determined that the bond accounts were maintained separately from all other accounts on the accounting system in accordance with bond covenants.*

We found no instances of noncompliance as a result of this procedure.

- f. *We reviewed the Board of Regents meeting minutes for meetings occurring during the fiscal year ended June 30, 2018, and obtained representations from management that none of the facilities of the Auxiliary and Facilities System had been sold or otherwise disposed of contrary to bond covenants as of June 30, 2018.*


We found no instances of noncompliance as a result of this procedure.

- g. *We verified compliance with the rate covenant for each institution which requires the ratio of net revenues to annual debt service to exceed 120%.*

We found no instances of noncompliance as a result of this procedure.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an 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, the objective of which would be the expression of an opinion or conclusion, respectively, 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.

This report is intended solely for the information and use of management and members of the Board of Regents and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.



Martin L. Guindon, CPA
Auditor General

November 8, 2018

**SOUTH DAKOTA BOARD OF REGENTS - COMBINED
HOUSING AND AUXILIARY FACILITIES SYSTEM
STATEMENT OF NET POSITION - CASH BASIS
JUNE 30, 2018
Unaudited**

	Housing & Auxiliary Facilities Revenue Fund	Bond & Interest Sinking Fund Account	Repair & Replacement Reserve Account	(Memorandum Only) Total
<u>Assets</u>				
Cash and Investments	\$ 12,727,482.36	\$ 3,521,134.21	\$ 30,308,010.81	\$ 46,556,627.38
Total Assets	\$ 12,727,482.36	\$ 3,521,134.21	\$ 30,308,010.81	\$ 46,556,627.38
<u>Net Position</u>				
Unrestricted	\$ 12,727,482.36	\$ -	\$ 12,896,845.36	\$ 25,624,327.72
Externally restricted (Note 3)	-	3,521,134.21	17,411,165.45	20,932,299.66
Total Net Position	\$ 12,727,482.36	\$ 3,521,134.21	\$ 30,308,010.81	\$ 46,556,627.38

The accompanying notes are an integral part of these financial statements.

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, 2018
Unaudited

	Housing & Auxiliary Facilities Revenue Fund	Bond & Interest Sinking Fund Account	Repair & Replacement Reserve Account	(Memorandum Only) Total
Revenues and other additions:				
Net revenues from bonded facilities (Note 1)	\$ 23,377,848.30	\$ -	\$ -	\$ 23,377,848.30
Investment income	182,663.49	57,140.14	275,920.77	515,724.40
Net general activity fee	9,856,019.00	-	-	9,856,019.00
Proceeds from bond issuance, net (Note 4)	-	101,095,039.35	-	101,095,039.35
Other Income	657,252.45	98,236.13	125,356.54	880,845.12
Total revenues and other additions	34,073,783.24	101,250,415.62	401,277.31	135,725,476.17
Expenses and other deductions:				
Bond principal payments	-	78,430,000.00	-	78,430,000.00
Bond interest expense	-	15,621,059.59	-	15,621,059.59
Bond issuance costs	-	725,618.43	-	725,618.43
Trustee fees and bank charges	-	5,212.50	-	5,212.50
General and administrative expenses	-	-	6,531,320.10	6,531,320.10
Total expenses and other deductions	-	94,781,890.52	6,531,320.10	101,313,210.62
Revenues and other additions over (under) expenses and other deductions	34,073,783.24	6,468,525.10	(6,130,042.79)	34,412,265.55
Transfers among funds - additions (deductions):				
Transfers for bond payments	(22,746,548.94)	22,926,548.94	(180,000.00)	-
Transfers for renewal and replacement	(10,139,225.12)	-	10,139,225.12	-
Other transfers	(344,649.69)	(28,793,249.29)	(957,165.24)	(30,095,064.22)
Total transfers among funds - additions (deductions)	(33,230,423.75)	(5,866,700.35)	9,002,059.88	(30,095,064.22)
Net increase (decrease) in net position	843,359.49	601,824.75	2,872,017.09	4,317,201.33
Beginning net position	11,867,910.70	2,919,309.46	27,479,474.72	42,266,694.88
Prior Period Adjustment	16,212.17	-	(43,481.00)	(27,268.83)
Ending net position	\$ 12,727,482.36	\$ 3,521,134.21	\$ 30,308,010.81	\$ 46,556,627.38

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 2009, Series 2011, Series 2013A, Series 2014A, Series 2014B, Series 2015, Series 2016, and Series 2017 for the year ended June 30, 2018.

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.

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 2009, Series 2011, Series 2013A, Series 2014A, Series 2014B, Series 2015, Series 2016, and Series 2017 Bonds are limited obligations of the BOR issued by the Board of Regents and 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 2009 Bonds are insured by Assured Guaranty Corp. for the timely payment of principal and interest. The Series 2006, Series 2007, Series 2008A, Series 2008B, Series 2011, Series 2013A, Series 2014A, Series 2014B, Series 2015, Series 2016, and Series 2017 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, 2018, was \$4,600,000 for Series 2006; \$5,495,000 for Series 2007; \$2,830,000 for Series 2008A; \$3,290,000 for Series 2008B; \$2,895,000 for Series 2009; \$54,495,000 for Series 2011; \$8,740,000 for Series 2013A; \$30,695,000 for Series 2014A; \$10,790,000 for Series 2014B; \$20,555,000 for Series 2015; \$19,135,000 for Series 2016; and \$88,260,000 for Series 2017

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 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: BOND PROCEEDS

The 2017 bonds represent a par balance of \$88,260,000 and \$12,835,039.35 for bond premium.

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

**SOUTH DAKOTA BOARD OF REGENTS - COMBINED
HOUSING AND AUXILIARY FACILITIES SYSTEM
SCHEDULE OF PLEDGED REVENUES - CASH BASIS
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017
Unaudited**

	2018			2017		
	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged
Bookstore	\$ 4,150,658.73	\$ 4,065,207.26	\$ 85,451.47	\$ 4,562,358.45	\$ 4,172,977.84	\$ 389,380.61
Student Center (Non-GAF)	2,084,625.08	1,760,675.21	323,949.87	1,731,400.32	1,436,456.78	294,943.54
Food Service	29,970,385.52	28,226,600.04	1,743,785.48	28,650,676.22	25,989,371.98	2,661,304.24
Residential Living	38,800,740.22	18,345,267.44	20,455,472.78	36,725,900.75	17,129,873.60	19,596,027.15
Conference Services	39,828.23	14,067.21	25,761.02	71,698.85	41,353.26	30,345.59
Other Facility Revenue	2,772,811.33	2,029,383.65	743,427.68	2,773,815.08	2,199,135.19	574,679.89
Revenues from facilities	77,819,049.11	54,441,200.81	23,377,848.30	74,515,849.67	50,969,168.65	23,546,681.02
General Activity Fee	13,018,512.14	3,162,493.14	9,856,019.00	10,048,535.59	3,170,301.49	6,878,234.10
Interest from Investments	515,724.40	-	515,724.40	548,708.32	-	548,708.32
Other Revenue	880,845.12	-	880,845.12	1,659,088.47	-	1,659,088.47
Capitalized Interest Applied to Debt Service	-	-	-	398,366.67	-	398,366.67
Total	<u>\$ 92,234,130.77</u>	<u>\$ 57,603,693.95</u>	<u>34,630,436.82</u>	<u>\$ 87,170,548.72</u>	<u>\$ 54,139,470.14</u>	<u>33,031,078.58</u>
Annual Debt Service			<u>22,476,644.18</u>			<u>22,130,893.82</u>
Coverage Ratio			1.54			1.49

SOUTH DAKOTA BOARD OF REGENTS - COMBINED
HOUSING AND AUXILIARY FACILITIES SYSTEM
DEBT SERVICE SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2018
Unaudited

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Amount</u>	<u>Total</u>
2017	\$ 10,315,000.00	\$ 11,815,893.82	\$ 22,130,893.82
2018	11,350,000.00	11,126,644.18	22,476,644.18
2019	12,395,000.00	11,626,127.50	24,021,127.50
2020	12,475,000.00	11,075,721.26	23,550,721.26
2021	12,995,000.00	10,515,964.26	23,510,964.26
2022	13,655,000.00	9,908,097.26	23,563,097.26
2023	14,290,000.00	9,246,200.76	23,536,200.76
2024	14,655,000.00	8,561,669.76	23,216,669.76
2025	15,360,000.00	7,854,362.26	23,214,362.26
2026	13,115,000.00	7,149,168.76	20,264,168.76
2027	12,800,000.00	6,555,236.26	19,355,236.26
2028	13,410,000.00	5,952,011.26	19,362,011.26
2029	12,205,000.00	5,319,771.26	17,524,771.26
2030	11,795,000.00	4,745,706.26	16,540,706.26
2031	11,245,000.00	4,182,506.26	15,427,506.26
2032	11,805,000.00	3,623,606.26	15,428,606.26
2033	12,355,000.00	3,064,156.26	15,419,156.26
2034	12,400,000.00	2,478,518.76	14,878,518.76
2035	9,315,000.00	1,895,806.26	11,210,806.26
2036	9,715,000.00	1,496,837.52	11,211,837.52
2037	5,630,000.00	1,080,625.00	6,710,625.00
2038	5,870,000.00	842,312.50	6,712,312.50
2039	6,120,000.00	593,750.00	6,713,750.00
2040	3,555,000.00	334,550.00	3,889,550.00
2041	2,915,000.00	184,800.00	3,099,800.00
2042	1,705,000.00	68,200.00	1,773,200.00
	<u>\$ 273,445,000.00</u>	<u>\$ 141,298,243.68</u>	<u>\$ 414,743,243.68</u>

SOUTH DAKOTA BOARD OF REGENTS - BLACK HILLS STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
STATEMENT OF NET POSITION - CASH BASIS
JUNE 30, 2018
Unaudited

	Housing & Auxiliary Facilities Revenue Fund	Bond & Interest Sinking Fund Account	Repair & Replacement Reserve Account	(Memorandum Only) Total
<u>Assets</u>				
Cash and Investments	\$ 125,884.37	\$ 727.66	\$ 1,727,815.40	\$ 1,854,427.43
Total Assets	<u>\$ 125,884.37</u>	<u>\$ 727.66</u>	<u>\$ 1,727,815.40</u>	<u>\$ 1,854,427.43</u>
<u>Net Position</u>				
Unrestricted	\$ 125,884.37	\$ -	\$ -	\$ 125,884.37
Externally restricted	<u>-</u>	<u>\$727.66</u>	<u>\$1,727,815.40</u>	<u>1,728,543.06</u>
Total Net Position	<u>\$ 125,884.37</u>	<u>\$ 727.66</u>	<u>\$ 1,727,815.40</u>	<u>\$ 1,854,427.43</u>

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, 2018
Unaudited

	Housing & Auxiliary Facilities Revenue Fund	Bond & Interest Sinking Fund Account	Repair & Replacement Reserve Account	(Memorandum Only) Total
Revenues and other additions:				
Net revenues from bonded facilities	\$ 2,161,544.53	\$ -	\$ -	\$ 2,161,544.53
Investment income	548.21	-	24,364.40	24,912.61
Net general activity fee	489,271.01	-	-	489,271.01
	<hr/>	<hr/>	<hr/>	<hr/>
Total revenues and other additions	2,651,363.75	-	24,364.40	2,675,728.15
	<hr/>	<hr/>	<hr/>	<hr/>
Expenses and other deductions:				
Bond principal payments	-	1,025,000.00	-	1,025,000.00
Bond interest expense	-	723,834.00	-	723,834.00
Trustee fees and bank charges	-	683.34	-	683.34
General and administrative expenses	-	-	822,593.61	822,593.61
	<hr/>	<hr/>	<hr/>	<hr/>
Total expenses and other deductions	-	1,749,517.34	822,593.61	2,572,110.95
	<hr/>	<hr/>	<hr/>	<hr/>
Revenues and other additions over (under) expenses and other deductions	2,651,363.75	(1,749,517.34)	(798,229.21)	103,617.20
Transfers among funds - additions (deductions)				
Transfers for bond payments	(1,750,245.00)	1,750,245.00	-	-
Transfers for renewal and replacement	(650,121.01)	-	650,121.01	-
Other transfers	(250,000.00)	-	(4,795.90)	(254,795.90)
	<hr/>	<hr/>	<hr/>	<hr/>
Total transfers among funds - additions (deductions)	(2,650,366.01)	1,750,245.00	645,325.11	(254,795.90)
	<hr/>	<hr/>	<hr/>	<hr/>
Net increase (decrease) in net position	997.74	727.66	(152,904.10)	(151,178.70)
Beginning net position	170,679.86	-	1,880,719.50	2,051,399.36
Prior period adjustment	(45,793.23)	-	-	(45,793.23)
	<hr/>	<hr/>	<hr/>	<hr/>
Ending net position	\$ 125,884.37	\$ 727.66	\$ 1,727,815.40	\$ 1,854,427.43
	<hr/>	<hr/>	<hr/>	<hr/>

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, 2018 AND 2017
Unaudited

	2018			2017		
	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged
Bookstore	\$ 1,601,398.50	\$ 1,510,406.13	\$ 90,992.37	\$ 1,708,902.85	\$ 1,614,334.79	\$ 94,568.06
Student Center (Non-GAF)	5,230.17	1,350.66	3,879.51	5,635.85	3,568.92	2,066.93
Food Service	2,149,086.18	1,776,328.60	372,757.58	2,020,877.86	1,666,236.22	354,641.64
Residential Living	2,909,766.13	1,333,117.77	1,576,648.36	2,820,338.69	1,277,850.98	1,542,487.71
Conference Services	10,602.09	(3,625.64)	14,227.73	36,113.31	14,935.65	21,177.66
Other Facility Revenue	152,154.74	49,115.76	103,038.98	171,411.87	34,942.04	136,469.83
Revenues from facilities	6,828,237.81	4,666,693.28	2,161,544.53	6,763,280.43	4,611,868.60	2,151,411.83
General Activity Fee	1,006,425.71	517,154.70	489,271.01	952,119.40	558,682.04	393,437.36
Interest from Investments	24,912.61	-	24,912.61	36,440.64	-	36,440.64
Total	<u>\$ 7,859,576.13</u>	<u>\$ 5,183,847.98</u>	2,675,728.15	<u>\$ 7,751,840.47</u>	<u>\$ 5,170,550.64</u>	2,581,289.83
Annual Debt Service			<u>1,748,834.00</u>			<u>1,742,841.00</u>
Coverage Ratio			1.53			1.48

SOUTH DAKOTA BOARD OF REGENTS - BLACK HILLS STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
DEBT SERVICE SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2018
Unaudited

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Amount</u>	<u>Total</u>
2017	\$ 980,000.00	\$ 762,841.00	\$ 1,742,841.00
2018	1,025,000.00	723,834.00	1,748,834.00
2019	1,055,000.00	683,049.00	1,738,049.00
2020	1,100,000.00	641,082.00	1,741,082.00
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>\$ 17,725,000.00</u>	<u>\$ 7,501,402.00</u>	<u>\$ 25,226,402.00</u>

SOUTH DAKOTA BOARD OF REGENTS - DAKOTA STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
STATEMENT OF NET POSITION - CASH BASIS
JUNE 30, 2018
Unaudited

	Housing & Auxiliary Facilities Revenue Fund	Bond & Interest Sinking Fund Account	Repair & Replacement Reserve Account	(Memorandum Only) Total
<u>Assets</u>				
Cash and Investments	\$ 480,929.60	\$ 263,966.21	\$ 1,141,628.55	\$ 1,886,524.36
Total Assets	\$ 480,929.60	\$ 263,966.21	\$ 1,141,628.55	\$ 1,886,524.36
<u>Net Position</u>				
Unrestricted	\$ 480,929.60	\$ -	\$ 279,117.55	\$ 760,047.15
Externally restricted	-	263,966.21	\$862,511.00	1,126,477.21
Total Net Position	\$ 480,929.60	\$ 263,966.21	\$ 1,141,628.55	\$ 1,886,524.36

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, 2018
Unaudited

	Housing & Auxiliary Facilities Revenue Fund	Bond & Interest Sinking Fund Account	Repair & Replacement Reserve Account	(Memorandum Only) Total
Revenues and other additions:				
Net revenues from bonded facilities	\$ 1,454,993.52	\$ -	\$ -	\$ 1,454,993.52
Investment income	7,625.59	10,197.22	22,013.18	39,835.99
Net general activity fee	423,123.47	-	-	423,123.47
	<u>1,885,742.58</u>	<u>10,197.22</u>	<u>22,013.18</u>	<u>1,917,952.98</u>
Total revenues and other additions				
	1,885,742.58	10,197.22	22,013.18	1,917,952.98
Expenses and other deductions:				
Bond principal payments	-	650,000.00	-	650,000.00
Bond interest expense	-	719,266.00	-	719,266.00
Trustee fees and bank charges	-	516.67	-	516.67
General and administrative expenses	-	-	591,471.66	591,471.66
	<u>-</u>	<u>1,369,782.67</u>	<u>591,471.66</u>	<u>1,961,254.33</u>
Total expenses and other deductions				
	-	1,369,782.67	591,471.66	1,961,254.33
Revenues and other additions over (under) expenses and other deductions	1,885,742.58	(1,359,585.45)	(569,458.48)	(43,301.35)
Transfers among funds - additions (deductions)				
Transfers for bond payments	(1,369,532.67)	1,369,532.67	-	-
Transfers for renewal and replacement	(380,000.00)	-	380,000.00	-
Other transfers	(160,000.00)	-	(702,000.00)	(862,000.00)
	<u>(1,909,532.67)</u>	<u>1,369,532.67</u>	<u>(322,000.00)</u>	<u>(862,000.00)</u>
Total transfers among funds - additions (deductions)				
	(1,909,532.67)	1,369,532.67	(322,000.00)	(862,000.00)
Net increase (decrease) in net position	(23,790.09)	9,947.22	(891,458.48)	(905,301.35)
Beginning net position	503,464.35	254,018.99	2,033,087.03	2,790,570.37
Prior period adjustment	1,255.34	-	-	1,255.34
	<u>504,719.69</u>	<u>254,018.99</u>	<u>2,033,087.03</u>	<u>2,791,823.01</u>
Ending net position	\$ 480,929.60	\$ 263,966.21	\$ 1,141,628.55	\$ 1,886,524.36

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, 2018 AND 2017
Unaudited

	2018			2017		
	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged
Student Center (Non-GAF)	\$ 17.50	\$ -	\$ 17.50	\$ 100.00	\$ 2,337.37	\$ (2,237.37)
Food Service	2,368,201.38	2,214,868.79	153,332.59	2,081,606.31	1,846,498.40	235,107.91
Residential Living	2,243,996.82	942,353.39	1,301,643.43	1,911,792.02	797,609.06	1,114,182.96
Revenues from facilities	4,612,215.70	3,157,222.18	1,454,993.52	3,993,498.33	2,646,444.83	1,347,053.50
General Activity Fee	637,751.26	214,627.79	423,123.47	614,047.64	202,041.88	412,005.76
Interest from Investments	39,835.99	-	39,835.99	38,534.24	-	38,534.24
Capitalized Interest Applied to Debt Service	-	-	-	318,450.00	-	318,450.00
Total	<u>\$ 5,289,802.95</u>	<u>\$ 3,371,849.97</u>	1,917,952.98	<u>\$ 4,964,530.21</u>	<u>\$ 2,848,486.71</u>	2,116,043.50
Annual Debt Service			1,369,266.00			1,206,831.00
Coverage Ratio			1.40			1.75

SOUTH DAKOTA BOARD OF REGENTS - DAKOTA STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
DEBT SERVICE SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2018
Unaudited

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Amount</u>	<u>Total</u>
2017	\$ 470,000.00	\$ 736,831.00	\$ 1,206,831.00
2018	650,000.00	719,266.00	1,369,266.00
2019	675,000.00	693,566.00	1,368,566.00
2020	700,000.00	664,128.00	1,364,128.00
2021	735,000.00	632,096.00	1,367,096.00
2022	775,000.00	598,426.00	1,373,426.00
2023	805,000.00	562,868.00	1,367,868.00
2024	845,000.00	525,825.00	1,370,825.00
2025	890,000.00	487,047.00	1,377,047.00
2026	725,000.00	446,187.00	1,171,187.00
2027	755,000.00	413,689.00	1,168,689.00
2028	790,000.00	379,803.00	1,169,803.00
2029	475,000.00	344,335.00	819,335.00
2030	465,000.00	325,850.00	790,850.00
2031	490,000.00	307,250.00	797,250.00
2032	515,000.00	282,750.00	797,750.00
2033	540,000.00	257,000.00	797,000.00
2034	565,000.00	230,000.00	795,000.00
2035	590,000.00	201,750.00	791,750.00
2036	625,000.00	172,250.00	797,250.00
2037	655,000.00	141,000.00	796,000.00
2038	690,000.00	108,250.00	798,250.00
2039	720,000.00	73,750.00	793,750.00
2040	755,000.00	37,750.00	792,750.00
	<u>\$ 15,900,000.00</u>	<u>\$ 9,341,667.00</u>	<u>\$ 25,241,667.00</u>

SOUTH DAKOTA BOARD OF REGENTS - NORTHERN STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
STATEMENT OF NET POSITION - CASH BASIS
JUNE 30, 2018
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	\$ 1,767,778.96	\$ 548,327.49	\$ 2,504,593.88	\$ 4,820,700.33
Total Assets	<u>\$ 1,767,778.96</u>	<u>\$ 548,327.49</u>	<u>\$ 2,504,593.88</u>	<u>\$ 4,820,700.33</u>
<u>Net Position</u>				
Unrestricted	\$ 1,767,778.96	\$ -	\$ 1,139,286.88	\$ 2,907,065.84
Externally restricted	-	548,327.49	1,365,307.00	1,913,634.49
Total Net Position	<u>\$ 1,767,778.96</u>	<u>\$ 548,327.49</u>	<u>\$ 2,504,593.88</u>	<u>\$ 4,820,700.33</u>

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, 2018
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>
Revenues and other additions:				
Net revenues from bonded facilities	\$ 1,461,697.08	\$ -	\$ -	\$ 1,461,697.08
Investment income	-	-	48,529.64	48,529.64
Net general activity fee	430,000.00	-	-	430,000.00
Proceeds from bond issuance, net	-	1,074,605.40	-	1,074,605.40
Other income	-	11,389.18	-	11,389.18
	<u>1,891,697.08</u>	<u>1,085,994.58</u>	<u>48,529.64</u>	<u>3,026,221.30</u>
Total revenues and other additions				
Expenses and other deductions:				
Bond principal payments	-	1,635,000.00	-	1,635,000.00
Bond interest expense	-	819,557.99	-	819,557.99
Bond issuance costs	-	8,015.66	-	8,015.66
Trustee fees and bank charges	-	662.50	-	662.50
General and administrative expenses	-	-	412,245.13	412,245.13
	<u>-</u>	<u>2,463,236.15</u>	<u>412,245.13</u>	<u>2,875,481.28</u>
Total expenses and other deductions				
Revenues and other additions over (under) expenses and other deductions	1,891,697.08	(1,377,241.57)	(363,715.49)	150,740.02
Transfers among funds - additions (deductions)				
Transfers for bond payments	(1,433,469.52)	1,433,469.52	-	-
Transfers for renewal and replacement	(47,049.00)	-	47,049.00	-
Other transfers	-	-	250,422.85	250,422.85
	<u>(1,480,518.52)</u>	<u>1,433,469.52</u>	<u>297,471.85</u>	<u>250,422.85</u>
Total transfers among funds - additions (deductions)				
Net increase (decrease) in net position	411,178.56	56,227.95	(66,243.64)	401,162.87
Beginning net position	<u>1,356,600.40</u>	<u>492,099.54</u>	<u>2,570,837.52</u>	<u>4,419,537.46</u>
Ending net position	<u>\$ 1,767,778.96</u>	<u>\$ 548,327.49</u>	<u>\$ 2,504,593.88</u>	<u>\$ 4,820,700.33</u>

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, 2018 AND 2017
Unaudited

	2018			2017		
	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged
Bookstore	\$ 958,546.35	\$ 996,176.58	\$ (37,630.23)	\$ 1,064,900.50	\$ 1,017,662.19	\$ 47,238.31
Student Center (Non-GAF)	7,792.42	71,833.56	(64,041.14)	1,030.09	71,187.66	(70,157.57)
Food Service	2,260,078.66	2,020,928.91	239,149.75	2,059,239.25	1,816,373.84	242,865.41
Residential Living	2,715,696.18	1,391,477.48	1,324,218.70	2,196,577.97	1,238,791.31	957,786.66
Revenues from facilities	5,942,113.61	4,480,416.53	1,461,697.08	5,321,747.81	4,144,015.00	1,177,732.81
General Activity Fee	\$650,000.00	\$220,000.00	430,000.00	673,877.70	228,877.70	445,000.00
Interest from Investments	\$48,529.64	-	48,529.64	48,379.36	-	48,379.36
Other Revenue	\$11,389.18	-	11,389.18	21,892.61	-	21,892.61
Capitalized Interest Applied to Debt Service	-	-	-	79,916.67	-	79,916.67
Total	<u>\$ 6,652,032.43</u>	<u>\$ 4,700,416.53</u>	<u>1,951,615.90</u>	<u>\$ 6,145,814.15</u>	<u>\$ 4,372,892.70</u>	<u>1,772,921.45</u>
Annual Debt Service			<u>1,387,968.35</u>			<u>1,026,882.93</u>
Coverage Ratio			1.41			1.73

SOUTH DAKOTA BOARD OF REGENTS - NORTHERN STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
DEBT SERVICE SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2018
Unaudited

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Amount</u>	<u>Total</u>
2017	\$ 445,000.00	\$ 581,882.93	\$ 1,026,882.93
2018	635,000.00	752,968.35	1,387,968.35
2019	670,000.00	731,163.76	1,401,163.76
2020	685,000.00	703,386.26	1,388,386.26
2021	705,000.00	673,456.26	1,378,456.26
2022	745,000.00	642,276.26	1,387,276.26
2023	785,000.00	607,218.76	1,392,218.76
2024	815,000.00	570,261.26	1,385,261.26
2025	855,000.00	529,826.26	1,384,826.26
2026	905,000.00	490,645.00	1,395,645.00
2027	940,000.00	448,795.00	1,388,795.00
2028	990,000.00	402,155.00	1,392,155.00
2029	950,000.00	353,037.50	1,303,037.50
2030	645,000.00	305,537.50	950,537.50
2031	670,000.00	276,087.50	946,087.50
2032	705,000.00	242,587.50	947,587.50
2033	740,000.00	209,775.00	949,775.00
2034	765,000.00	175,325.00	940,325.00
2035	715,000.00	142,612.50	857,612.50
2036	745,000.00	112,643.76	857,643.76
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>\$ 17,145,000.00</u>	<u>\$ 9,202,441.36</u>	<u>\$ 26,347,441.36</u>

SOUTH DAKOTA BOARD OF REGENTS - SOUTH DAKOTA SCHOOL OF MINES AND TECHNOLOGY
HOUSING AND AUXILIARY FACILITIES SYSTEM
STATEMENT OF NET POSITION - CASH BASIS
JUNE 30, 2018
Unaudited

	Housing & Auxiliary Facilities Revenue Fund	Bond & Interest Sinking Fund Account	Repair & Replacement Reserve Account	(Memorandum Only) Total
<u>Assets</u>				
Cash and Investments	\$ 624,352.66	\$ 2,708,012.85	\$ 3,839,072.09	\$ 7,171,437.60
Total Assets	<u>\$ 624,352.66</u>	<u>\$ 2,708,012.85</u>	<u>\$ 3,839,072.09</u>	<u>\$ 7,171,437.60</u>
<u>Net Position</u>				
Unrestricted	\$ 624,352.66	\$ -	\$ 1,726,676.09	\$ 2,351,028.75
Externally restricted	<u>-</u>	<u>2,708,012.85</u>	<u>2,112,396.00</u>	<u>4,820,408.85</u>
Total Net Position	<u>\$ 624,352.66</u>	<u>\$ 2,708,012.85</u>	<u>\$ 3,839,072.09</u>	<u>\$ 7,171,437.60</u>

SOUTH DAKOTA BOARD OF REGENTS - SOUTH DAKOTA 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, 2018

Unaudited

	Housing & Auxiliary Facilities Revenue Fund	Bond & Interest Sinking Fund Account	Repair & Replacement Reserve Account	(Memorandum Only) Total
Revenues and other additions:				
Net revenues from bonded facilities	\$ 1,117,047.19	\$ -	\$ -	\$ 1,117,047.19
Investment income	26,098.41	16,707.66	58,501.34	101,307.41
Net general activity fee	1,561,905.03	-	-	1,561,905.03
Proceeds from bond issuance, net	-	19,044,431.15	-	19,044,431.15
Other income	-	86,846.95	125,356.54	212,203.49
Total revenues and other additions	2,705,050.63	19,147,985.76	183,857.88	22,036,894.27
Expenses and other deductions:				
Bond principal payments	-	8,590,000.00	-	8,590,000.00
Bond interest expense	-	1,688,222.07	-	1,688,222.07
Bond issuance costs	-	135,900.85	-	135,900.85
Trustee fees and bank charges	-	1,558.32	-	1,558.32
General and administrative expenses	-	-	1,096,410.88	1,096,410.88
Total expenses and other deductions	-	10,415,681.24	1,096,410.88	11,512,092.12
Revenues and other additions over (under) expenses and other deductions	2,705,050.63	8,732,304.52	(912,553.00)	10,524,802.15
Transfers among funds - additions (deductions)				
Transfers for bond payments	(2,412,838.00)	2,592,838.00	(180,000.00)	-
Transfers for renewal and replacement	(388,617.43)	-	388,617.43	-
Other transfers	500,000.00	(10,790,320.00)	(500,792.19)	(10,791,112.19)
Total transfers among funds - additions (deductions)	(2,301,455.43)	(8,197,482.00)	(292,174.76)	(10,791,112.19)
Net increase (decrease) in net position	403,595.20	534,822.52	(1,204,727.76)	(266,310.04)
Beginning net position	221,043.40	2,173,190.33	5,043,799.85	7,438,033.58
Prior Period Adjustment	(285.94)	-	-	(285.94)
Ending net position	\$ 624,352.66	\$ 2,708,012.85	\$ 3,839,072.09	\$ 7,171,437.60

SOUTH DAKOTA BOARD OF REGENTS - SOUTH DAKOTA SCHOOL OF MINES AND TECHNOLOGY
HOUSING AND AUXILIARY FACILITIES SYSTEM
SCHEDULE OF PLEDGED REVENUES - CASH BASIS
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017
Unaudited

	2018			2017		
	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged
Bookstore	\$ 1,590,713.88	\$ 1,558,624.55	\$ 32,089.33	\$ 1,788,555.10	\$ 1,540,980.86	\$ 247,574.24
Student Center (Non-GAF)	8,566.77	4,779.75	3,787.02	9,319.32	1,963.69	7,355.63
Food Service	2,952,466.08	2,899,984.72	52,481.36	2,690,523.78	2,677,828.92	12,694.86
Residential Living	2,679,091.06	1,287,877.87	1,391,213.19	2,111,751.51	1,060,849.99	1,050,901.52
Conference Services	29,226.14	17,692.85	11,533.29	35,585.54	26,417.61	9,167.93
Other Facility Revenue	-	374,057.00	(374,057.00)	-	465,000.00	(465,000.00)
Revenues from facilities	7,260,063.93	6,143,016.74	1,117,047.19	6,635,735.25	5,773,041.07	862,694.18
General Activity Fee	2,047,045.09	485,140.06	1,561,905.03	2,076,678.76	494,857.77	1,581,820.99
Interest from Investments	101,307.41	-	101,307.41	115,180.58	-	115,180.58
Other Revenue	212,203.49	-	212,203.49	367,666.67	-	367,666.67
Total	<u>\$ 9,620,619.92</u>	<u>\$ 6,628,156.80</u>	2,992,463.12	<u>\$ 9,195,261.26</u>	<u>\$ 6,267,898.84</u>	2,927,362.42
Annual Debt Service			<u>2,161,767.77</u>			<u>2,174,881.28</u>
Coverage Ratio			1.38			1.35

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, 2018
Unaudited

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Amount</u>	<u>Total</u>
2017	\$ 940,000.00	\$ 1,234,881.28	\$ 2,174,881.28
2018	980,000.00	1,181,767.77	2,161,767.77
2019	1,245,000.00	1,473,012.50	2,718,012.50
2020	1,235,000.00	1,419,620.00	2,654,620.00
2021	1,285,000.00	1,364,510.00	2,649,510.00
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>\$ 33,190,000.00</u>	<u>\$ 18,781,466.57</u>	<u>\$ 51,971,466.57</u>

SOUTH DAKOTA BOARD OF REGENTS - SOUTH DAKOTA STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
STATEMENT OF NET POSITION - CASH BASIS
JUNE 30, 2018
Unaudited

	Housing & Auxiliary Facilities Revenue Fund	Bond & Interest Sinking Fund Account	Repair & Replacement Reserve Account	(Memorandum Only) Total
<u>Assets</u>				
Cash and Investments	\$ 9,038,750.04	\$ 100.00	\$ 6,421,465.05	\$ 15,460,315.09
Total Assets	<u>\$ 9,038,750.04</u>	<u>\$ 100.00</u>	<u>\$ 6,421,465.05</u>	<u>\$ 15,460,315.09</u>
<u>Net Position</u>				
Unrestricted	\$ 9,038,750.04	\$ -	\$ -	\$ 9,038,750.04
Externally restricted	<u>-</u>	<u>100.00</u>	<u>6,421,465.05</u>	<u>6,421,565.05</u>
Total Net Position	<u>\$ 9,038,750.04</u>	<u>\$ 100.00</u>	<u>\$ 6,421,465.05</u>	<u>\$ 15,460,315.09</u>

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, 2018
Unaudited

	Housing & Auxiliary Facilities Revenue Fund	Bond & Interest Sinking Fund Account	Repair & Replacement Reserve Account	(Memorandum Only) Total
Revenues and other additions:				
Net revenues from bonded facilities	\$ 11,614,644.15	\$ -	\$ -	\$ 11,614,644.15
Investment income	148,391.28	24,296.19	39,294.22	211,981.69
Net General Activity Fee	5,147,432.00	-	-	5,147,432.00
Proceeds from bond issuance, net	-	43,808,396.30	-	43,808,396.30
Other income	272,766.60	-	-	272,766.60
	<u>17,183,234.03</u>	<u>43,832,692.49</u>	<u>39,294.22</u>	<u>61,055,220.74</u>
Total revenues and other additions				
Expenses and other deductions:				
Bond principal payments	-	29,510,000.00	-	29,510,000.00
Bond interest expense	-	6,948,673.78	-	6,948,673.78
Bond issuance costs	-	314,997.24	-	314,997.24
Trustee fees and bank charges	-	1,062.51	-	1,062.51
General and administrative expenses	-	-	2,469,838.54	2,469,838.54
	<u>-</u>	<u>36,774,733.53</u>	<u>2,469,838.54</u>	<u>39,244,572.07</u>
Total expenses and other deductions				
Revenues and other additions over (under) expenses and other deductions	17,183,234.03	7,057,958.96	(2,430,544.32)	21,810,648.67
Transfers among funds - additions (deductions)				
Transfers for B&I	(10,945,070.33)	10,945,070.33	-	-
Transfers for RRR	(5,724,669.38)	-	5,724,669.38	-
Transfers for Other	(434,649.69)	(18,002,929.29)	-	(18,437,578.98)
	<u>(17,104,389.40)</u>	<u>(7,057,858.96)</u>	<u>5,724,669.38</u>	<u>(18,437,578.98)</u>
Total transfers among funds - additions (deductions)				
Net increase (decrease) in Net Position	78,844.63	100.00	3,294,125.06	3,373,069.69
Beginning Net Position	8,898,869.41	-	3,170,820.99	12,069,690.40
Prior Period Adjustment	61,036.00	-	(43,481.00)	17,555.00
	<u>\$ 9,038,750.04</u>	<u>\$ 100.00</u>	<u>\$ 6,421,465.05</u>	<u>\$ 15,460,315.09</u>
Ending Net Position				

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, 2018 AND 2017
Unaudited

	2018			2017		
	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged
Student Center (Non-GAF)	\$ 365,641.69	\$ 299,190.64	\$ 66,451.05	\$ 89,684.62	\$ 39,741.45	\$ 49,943.17
Food Service	13,706,479.43	12,723,294.11	983,185.32	13,500,964.09	11,740,064.86	1,760,899.23
Residential Living	18,192,914.76	8,415,537.15	9,777,377.61	18,095,117.29	8,038,276.17	10,056,841.12
Other Facility Revenue	2,258,082.03	1,470,451.86	787,630.17	2,235,719.36	1,620,510.20	615,209.16
Revenues from facilities	34,523,117.91	22,908,473.76	11,614,644.15	33,921,485.36	21,438,592.68	12,482,892.68
General Activity Fee	5,147,432.00	-	5,147,432.00	2,251,757.90	-	2,251,757.90
Interest from Investments	211,981.69	-	211,981.69	245,238.41	-	245,238.41
Other Revenue	272,766.60	-	272,766.60	524,107.38	-	524,107.38
Total	<u>\$ 40,155,298.20</u>	<u>\$ 22,908,473.76</u>	17,246,824.44	<u>\$ 36,942,589.05</u>	<u>\$ 21,438,592.68</u>	15,503,996.37
Annual Debt Service			<u>10,968,204.01</u>			<u>10,489,363.87</u>
Coverage Ratio			1.57			1.48

SOUTH DAKOTA BOARD OF REGENTS - SOUTH DAKOTA STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
DEBT SERVICE SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2018
Unaudited

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Amount</u>	<u>Total</u>
2017	\$ 5,090,000.00	\$ 5,399,363.87	\$ 10,489,363.87
2018	5,610,000.00	5,358,204.01	10,968,204.01
2019	6,215,000.00	5,700,848.50	11,915,848.50
2020	6,300,000.00	5,425,805.00	11,725,805.00
2021	6,580,000.00	5,136,765.00	11,716,765.00
2022	6,885,000.00	4,836,337.00	11,721,337.00
2023	7,215,000.00	4,500,975.00	11,715,975.00
2024	7,565,000.00	4,149,425.00	11,714,425.00
2025	7,935,000.00	3,776,791.00	11,711,791.00
2026	5,545,000.00	3,419,079.26	8,964,079.26
2027	5,185,000.00	3,179,243.76	8,364,243.76
2028	5,440,000.00	2,919,993.76	8,359,993.76
2029	5,710,000.00	2,647,993.76	8,357,993.76
2030	5,985,000.00	2,364,193.76	8,349,193.76
2031	6,095,000.00	2,071,943.76	8,166,943.76
2032	6,400,000.00	1,767,193.76	8,167,193.76
2033	6,690,000.00	1,472,056.26	8,162,056.26
2034	6,995,000.00	1,163,468.76	8,158,468.76
2035	5,230,000.00	842,600.00	6,072,600.00
2036	5,450,000.00	619,300.00	6,069,300.00
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>\$ 133,785,000.00</u>	<u>\$ 68,066,581.22</u>	<u>\$ 201,851,581.22</u>

SOUTH DAKOTA BOARD OF REGENTS - UNIVERSITY OF SOUTH DAKOTA
HOUSING AND AUXILIARY FACILITIES SYSTEM
STATEMENT OF NET POSITION - CASH BASIS
JUNE 30, 2018
Unaudited

	Housing & Auxiliary Facilities Revenue Fund	Bond & Interest Sinking Fund Account	Repair & Replacement Reserve Account	(Memorandum Only) Total
<u>Assets</u>				
Cash and Investments	\$ 689,786.73	\$ -	\$ 14,673,435.84	\$ 15,363,222.57
Total Assets	\$ 689,786.73	\$ -	\$ 14,673,435.84	\$ 15,363,222.57
<u>Net Position</u>				
Unrestricted	\$ 689,786.73	\$ -	\$ 9,751,764.84	\$ 10,441,551.57
Externally restricted	-	-	\$4,921,671.00	4,921,671.00
Total Net Position	\$ 689,786.73	\$ -	\$ 14,673,435.84	\$ 15,363,222.57

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, 2018
Unaudited

	Housing & Auxiliary Facilities Revenue Fund	Bond & Interest Sinking Fund Account	Repair & Replacement Reserve Account	(Memorandum Only) Total
Revenues and other additions:				
Net revenues from bonded facilities	\$ 5,567,921.83	\$ -	\$ -	\$ 5,567,921.83
Investment income	-	5,939.07	\$83,217.99	89,157.06
Net general activity fee	1,804,287.49	-	-	1,804,287.49
Proceeds from bond issuance	-	37,167,606.50	-	37,167,606.50
Other income	384,485.85	-	-	384,485.85
Total revenues and other additions	<u>7,756,695.17</u>	<u>37,173,545.57</u>	<u>83,217.99</u>	<u>45,013,458.73</u>
Expenses and other deductions:				
Bond principal payments	-	37,020,000.00	-	37,020,000.00
Bond interest expense	-	4,721,505.75	-	4,721,505.75
Bond issuance costs	-	266,704.68	-	266,704.68
Trustee fees and bank charges	-	729.16	-	729.16
General and administrative expenses	-	-	1,138,760.28	1,138,760.28
Total expenses and other deductions	<u>-</u>	<u>42,008,939.59</u>	<u>1,138,760.28</u>	<u>43,147,699.87</u>
Revenues and other additions over (under) expenses and other deductions	7,756,695.17	(4,835,394.02)	(1,055,542.29)	1,865,758.86
Transfers among funds - additions (deductions)				
Transfers for bond payments	(4,835,393.42)	4,835,393.42	-	-
Transfers for renewal and replacement	(2,948,768.30)	-	2,948,768.30	-
Total transfers among funds - additions (deductions)	<u>(7,784,161.72)</u>	<u>4,835,393.42</u>	<u>2,948,768.30</u>	<u>-</u>
Net increase (decrease) in net position	(27,466.55)	(0.60)	1,893,226.01	1,865,758.86
Beginning net position	<u>717,253.28</u>	<u>0.60</u>	<u>12,780,209.83</u>	<u>13,497,463.71</u>
Ending net position	<u>\$ 689,786.73</u>	<u>\$ -</u>	<u>\$ 14,673,435.84</u>	<u>\$ 15,363,222.57</u>

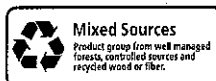
SOUTH DAKOTA BOARD OF REGENTS - UNIVERSITY OF SOUTH DAKOTA
HOUSING AND AUXILIARY FACILITIES SYSTEM
SCHEDULE OF PLEDGED REVENUES - CASH BASIS
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017
Unaudited

	2018			2017		
	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged
Student Center (Non-GAF)	\$ 1,697,376.53	\$ 1,383,520.60	\$ 313,855.93	\$ 1,625,630.44	\$ 1,317,657.69	\$ 307,972.75
Food Service	6,534,073.79	6,591,194.91	(57,121.12)	6,297,464.93	6,242,369.74	55,095.19
Residential Living	10,059,275.27	4,974,903.78	5,084,371.49	9,590,323.27	4,716,496.09	4,873,827.18
Other Facility Revenue	362,574.56	135,759.03	226,815.53	366,683.85	78,682.95	288,000.90
Revenues from facilities	18,653,300.15	13,085,378.32	5,567,921.83	17,880,102.49	12,355,206.47	5,524,896.02
General Activity Fee	3,529,858.08	1,725,570.59	1,804,287.49	3,480,054.19	1,685,842.10	1,794,212.09
Interest from Investments	89,157.06	-	89,157.06	64,935.09	-	64,935.09
Other Revenue	384,485.85	-	384,485.85	745,421.81	-	745,421.81
Total	\$ 22,656,801.14	\$ 14,810,948.91	7,845,852.23	\$ 22,170,513.58	\$ 14,041,048.57	8,129,465.01
Annual Debt Service			4,840,604.05			5,490,093.74
Coverage Ratio			1.62			1.48

SOUTH DAKOTA BOARD OF REGENTS - UNIVERSITY OF SOUTH DAKOTA
HOUSING AND AUXILIARY FACILITIES SYSTEM
DEBT SERVICE SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2018
Unaudited

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Amount</u>	<u>Total</u>
2017	\$ 2,390,000.00	\$ 3,100,093.74	\$ 5,490,093.74
2018	2,450,000.00	2,390,604.05	4,840,604.05
2019	2,535,000.00	2,344,487.74	4,879,487.74
2020	2,455,000.00	2,221,700.00	4,676,700.00
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>\$ 55,700,000.00</u>	<u>\$ 28,404,685.53</u>	<u>\$ 84,104,685.53</u>

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SOUTH DAKOTA BOARD OF REGENTS

Joint BOR / BOES / BOTE Meeting

REVISED

AGENDA ITEM: 3

DATE: December 9-10, 2020

SUBJECT

Joint Board Meeting to Focus on Attainment – Setting the Stage for Success through Student Enrollment and Student Success

CONTROLLING STATUTE, RULE, OR POLICY

None

BACKGROUND / DISCUSSION

The Board of Regents, Board of Education Standards, and the Board of Technical Education will hold a joint meeting to discuss various topics related to their partnership on achieving state attainment goals. The following topics are included in the agenda:

- A. FAFSA Completion – Pathways to Success
 - 1) FAFSA Impact to Student Enrollment
 - 2) FAFSA Impact to Student Access
 - 3) FAFSA Impact to Student Success
- B. High School Dual Credit (HSDC)
 - 1) Review of Success/Partnerships
 - 2) Review of College Readiness
 - 3) Review of Barriers (if they exist)
 - 4) Future Needs for HSDC
- C. Articulation Agreements
 - 1) Review of Success/Partnerships
 - 2) Review of Workforce Needs
 - 3) Review of Barriers (if they exist)
- D. Policy Round Table

Catherine (Cathy) Mueller from Mapping Your Future will join the boards as a guest speaker to present topics related to the FAFSA (Free Application for Federal Student Aid). This presentation will take approximately 40 minutes and will focus on needs around the FAFSA including partnership opportunities for the boards to consider.

(Continued)

INFORMATIONAL ITEM

Guest Speaker Biography:

Catherine Mueller is the Executive Director of [Mapping Your Future](#), a South Dakota incorporated nonprofit organization.

With support from the South Dakota Education Access Foundation, Catherine oversees Mapping Your Future's programs to encourage the pursuit of post-secondary education and FAFSA completion in the state. In addition to services provided in South Dakota, Mapping Your Future provides college, career, financial aid, and financial literacy services nationally.

Catherine has been included as a source for articles on higher education and financial aid issues and has presented at numerous conferences. She has previously worked in higher education, communications, journalism, and public relations. She has a Bachelor's Degree in Communication from the University of Delaware and a Master's in Digital Communications from the University of North Texas.

Following the FAFSA discussion, staff will facilitate a short presentation on both the High School Dual Credit program and Articulation partnerships. The presentation will be followed by a dialog among the boards.

The policy round table will include thoughts from executive leaders of each board on action items taken from the meeting discussion.

IMPACT AND RECOMMENDATION

This joint board meeting will create an avenue to share ideas and discuss important topics as they relate to attainment and academic goals for the boards.

ATTACHMENTS

None

SOUTH DAKOTA BOARD OF REGENTS

AGENDA ITEM: 4 – B (1)
DATE: December 9-10, 2020

SUBJECT

Senate Bill 55 Task Force Update

CONTROLLING STATUTE, RULE, OR POLICY

[Senate Bill 55](#)

BACKGROUND / DISCUSSION

The state legislature passed Senate Bill 55 (SB 55) during the 2020 legislative session. The bill requires the Board of Regents to assemble a task force to examine possible program and administrative efficiencies at the six public universities. Specifically, the bill requires the task force to examine:

- (1) The possible combining of administration at all levels of operation within an institution;
- (2) The possible combining of operations and functions across multiple institutions;
- (3) The possible combining of the administration of programs across multiple institutions;
- (4) A review of the duplication of program offerings;
- (5) A review of the academic majors with low enrollments and low numbers of graduates;
- (6) A review of functions outside the core missions of teaching, learning, and research;
- (7) A review of the operations and functions provided as an efficiency through the central office of the Board of Regents;
- (8) A review of the viability of the university centers; and
- (9) Any other possible cost-effective measures the task force determines are worthy of examination.

SB 55 requires Task Force findings presented to the Governor and Joint Committee on Appropriations no later than November 15, 2021.

(Continued)

INFORMATIONAL ITEM

SB 55 Task Force Membership

The Board appointed a taskforce with the following membership:

- Brian L. Maher, regents' executive director and CEO
- Sen. Ryan Maher, Isabel; Sen. Reynold Nesiba, Sioux Falls; Rep. Hugh Bartels, Watertown; and Rep. Chris Karr, Sioux Falls; representing the Legislature's Joint Committee on Appropriations
- Regent Jim Thares, Aberdeen; Regent Joan Wink, Howes; and Regent Barb Stork, Dakota Dunes
- USD President Sheila Gestring, BHSU President Laurie Nichols, and SDSU President Barry Dunn
- Jim Neiman, Hulett, Wyo., Neiman Enterprises CEO
- Tyler Tordsen, Sioux Falls, southeast regional director for U.S. Sen. Mike Rounds
- Paulette Davidson, Rapid City, Monument Health CEO
- Elsie Meeks, Pine Ridge, Lakota Funds board chair
- Nadifa Mahamed, Sioux Falls, South Dakota State University student
- Hal Clemensen, Aberdeen, Agtegra Cooperative Board of Directors
- Jon Veenis, Sioux Falls, ELM Resources CEO (retired)
- Jim Lochner, Dakota Dunes, Tyson Foods COO (retired)
- Doug Morrison, Sioux Falls, Sioux Falls School District director of research, innovation, and accountability

SB 55 Task Force Subcommittees

The SB 55 Task Force is divided into three subcommittees with each one assigned analysis of specific aspects of the legislation. These include:

Academic Programs Subcommittee (co-chaired by Regent Wink and President Nichols): A review of the duplication of program offerings; A review of the academic majors with low enrollments and low numbers of graduates; Any other possible cost-effective measures the task force determines are worthy of examination (all subcommittees).

Administration Subcommittee (co-chaired by Regent Thares and President Gestring): The possible combining of administration at all levels of operation within an institution; The possible combining of operations and functions across multiple institutions; The possible combining of the administration of programs across multiple institutions; Any other possible cost-effective measures the task force determines are worthy of examination (all subcommittees).

Infrastructure/Ancillary Subcommittee (co-chaired by Regent Stork and President Dunn): A review of functions outside the core missions of teaching, learning, and research; A review of the operations and functions provided as an efficiency through the central office of the Board of Regents; A review of the viability of the university centers; Any

other possible cost-effective measures the task force determines are worthy of examination (all subcommittees).

First Meeting, October 7-8, 2020 (Rapid City)

The SB 55 Task Force has met in full twice. The first meeting occurred in Rapid City in conjunction with the Board's October 7-8, 2020 meeting. During that meeting, the SB 55 Task Force heard presentations on the evolution of the university system from former Executive Director Tad Perry, former university presidents Jim Abbott (USD) and Kay Schallenkamp (BHSU), and former regents Pat Lebrun and Kathryn Johnson. In addition, Task Force members began work within assigned subcommittees to address specific items stated in SB 55.

Second Meeting, November 11-12, 2020 (Vermillion)

The second meeting occurred in Vermillion over November 11-12, 2020. Task Force members heard presentations on the return on investment in higher education from Teresa Lubbers (Indiana Commissioner for Higher Education), former Regent Harvey Jewett, and former USD President Jim Abbott. Subcommittees met to continue their analysis of the issues under their assigned charge. Additionally, subcommittees have also met virtually on their own outside of the formal SB 55 Task Force meetings.

Next Meeting(s)

The next formal meeting of the SB 55 Task Force is tentatively scheduled for April 14-15, 2021 in Spearfish. Additional tentative meeting dates are May 12-13, 2021 in Sioux Falls and June 2-3, 2021 in Brookings. Additional virtual/online subcommittee meetings are expected between now and the next formal meeting of the Task Force.

IMPACT AND RECOMMENDATION

The SB 55 Task Force continues working on recommendations for their final report. Co-chairs of the subcommittees will be available for Board questions and comments during the Board meeting.

ATTACHMENTS

None

SOUTH DAKOTA BOARD OF REGENTS

AGENDA ITEM: 4 – B (2)
DATE: December 9-10, 2020

SUBJECT

Pandemic Planning Lessons Learned in the University Setting

CONTROLLING STATUTE, RULE, OR POLICY

None

BACKGROUND / DISCUSSION

The South Dakota Board of Regents' universities have made tremendous adjustments since March 2019 to quickly and safely respond to the changing dynamics caused by the COVID-19 pandemic.

IMPACT AND RECOMMENDATIONS

The university presidents will provide brief summaries of the major lessons learned from preparing for and navigating within the COVID environment.

ATTACHMENTS

None

INFORMATIONAL ITEM

SOUTH DAKOTA BOARD OF REGENTS

AGENDA ITEM: 4 – B (3)
DATE: December 9-10, 2020

SUBJECT

SDBOR Lean Update

CONTROLLING STATUTE, RULE, OR POLICY

[Letter of Intent Regarding Board of Regents Implementation](#)

BACKGROUND / DISCUSSION

The Legislative Research Council has contracted with ReEngine Consulting, LLC to perform a Lean process-improvement effort for the South Dakota Board of Regents (BOR). The work is scheduled to take place in 2021. The contract indicates a required completion date of September 30, 2021.

ReEngine, a firm specializing in Lean processes, has been hired to guide the system through its Lean implementation. ReEngine will do this by (1) training Lean practitioners or Lean leaders within the organization who will be able to lead process improvement projects in the future and (2) working with the BOR to apply Lean methodology to three identified system-wide processes that could benefit from thoughtful review.

The first Lean project selected by the BOR for review is a critical examination of the way individual universities and the greater system enter into software contracts. This project was selected because the BOR felt there is real benefit to creating better system-processes and expectations around these business decisions. The project intersects each university and has potential to show real financial savings.

The next two projects have not yet been determined.

IMPACT AND RECOMMENDATIONS

Lean creates opportunity in the system to find efficiencies, but it also creates the opportunity to improve morale since it helps employees understand their value while finding streamlined ways to accomplish that value.

ATTACHMENTS

None

INFORMATIONAL ITEM



South Dakota Student Federation
Report to the Board of Regents

October 7, 2020

President Bastian and the Board of Regents,

On behalf of the South Dakota Student Federation, please see attached our December report. You will find progress reports from the Student Federation as a whole, as well as from each of our member institutions.

If you have any questions or concerns, feel free to reach out.

Best,

Macy Halverson
Executive Director
South Dakota Student Federation
macy.halverson@coyotes.usd.edu

Attachments:

Student Federation Progress Report
Member Student Associations' Progress Reports



South Dakota Student Federation Report to the Board of Regents

October 7, 2020

Student Federation

Contact: Executive Director Macy Halverson, macy.halverson@coyotes.usd.edu

- Lobbying Efforts: We have started ramping up our lobbying efforts and will begin making contacts after the new year.
- SHED: At the moment, we will be hosting a board-only lobbying event in order to be responsible during the ongoing pandemic. That will potentially change to a virtual event if needed.

Black Hills State University

Contact: President Juliana Nielsen & Vice President Julianne Graham

#'s from students impacted from our campaigns - estimated around 700 students altogether

December Campaigns - Finals - ways to destress - Holiday - Gingerbread house contest, holiday recipes, movie lists

Meeting with President Nichols

SHED

- Request for West River Health Science Center
 - Associate nursing degree to combine with SDSU
 - Join the two programs
- Teacher education Bill to work with Reservations and school districts to work with paraprofessionals. Targeting Pine Ridge and Cheyenne River

Feb. 16th Spearfish Day in the capital

Redesigning our University Logo - Two designs for vote in the spring - Senate will be starting an initiative with the administration to get this going

Talked with her about what the plans are for spring - Library renovation - COVID-19 Guidelines Plans for Spring

- Prepare for SHED
- Logo initiative
- Trick or Treat in January
- Senator Retreat

Dakota State University

Contact: President Nathan Harmer & Vice President James Bigger

- DSU has forged a new partnership with Sanford Health, the CyberHealth Strategic Alliance



South Dakota Student Federation

Report to the Board of Regents

October 7, 2020

- Developing a cyber solutions accelerator lab which would be only the third in the nation, designed as a destination for testing and proving technology capabilities to solve real-world problems
- It's predicted that there's enough interest from the industry in hiring students trained by DSU that the alliance is potentially going to double the student body
- Some additional workforce development programs being spearheaded by our Cyber Operations PhD programs
- DSU senate is doing great, getting the ball rolling this year.

Northern State University

Contact: President Emeline Glover & Vice President Kahden Mooney

- Northern's strategic action planning committee is now in the process of vetting a proposed 5-year plan
- 10-year review is currently being written
- President Down's performance review was held
- Northern is currently in the design phase of a mural on campus for the student union building
- Will be doing randomized testing for the spring semester as well as having rapid testing available
- Students will be back on campus January 11th with a mass testing event happening during the first week of classes.

South Dakota School of Mines & Technology

Contact: President Shelby Guthrie & Vice President Rosalia Dawley

- We had our last official student association senate meeting on November 11, 2020. So not much has been updated since the November Student Federation Meeting. We decided to have a senate social on November 18 where we had a Secret Senate gift exchange on Zoom. Senators drew names through an online generator and then left the gifts in the senate office. Senators then picked up their gifts and opened them online. It seemed to increase senate morale as classes have been getting harder.
- We are close to finalizing designs for the Devereaux library renovation more to come on this in the future.
- Our Dean of Students, Dean Mahon, officially put in her resignation and will be leaving



South Dakota Student Federation

Report to the Board of Regents

October 7, 2020

the school after this spring semester. She is looking forward to retirement. The school is putting together a committee to look for a new dean and the application will open over winter break. The committee will be a mix of faculty and students. We look forward to being a part of this process.

- We are currently looking at COVID-19 testing for the spring semester. The ideal case would be for everyone to test before they come to school. We might have a campaign asking people to semi quarantine after New Year's day.

South Dakota State University

Contact: Vice President Reis Bruley & Government Affairs Chair Zebadiah Johnson

- **Resolutions:**
 - South Dakota State University Students' Association acknowledges November 30th, 2020 and December 1st, 2020 as Rabbit Recognition and Rest Days
- **Senate Business:**
 - One of our three advisors have left the university are we are looking into filling that position
 - Approved a new venture request for the Graphic Arts Student Group
 - Task force is meeting to determine how we can move Senate meeting to in person/hybrid for the spring semester
 - Strategic mentoring groups continue to meet
 - Looking into getting bike fix it stands on campus
 - Looking into getting all of our SA files added into University archives
 - Planning a senate retreat in the Spring
 - Filled one senator at large seat and we will be opening another 2 when we return in the Spring
 - We have begun the election planning process and are adapting to ensure a successful election during a pandemic
- **University Business**
 - Test before turkey campaign
 - University is looking into COVID-19 guidelines campus wide

University of South Dakota

Contact: President Abuk Jiel & Carter Larson

- It will be a hard-hitting semester as things start to heat up, we will continue with our senator retreats, Shed retreat and campus activities



South Dakota Student Federation

Report to the Board of Regents

October 7, 2020

- Next semester will run by so to make sure we are on track instead of hosting an informal meeting January 12th I will be sending out a video itinerary with what to know for spring semester.
- Our first meeting of the spring semester will kick off January 19th in the ballroom thankfully doug wagner and facilities have done a great job by squeezing us into the MUC this semester with all the covid restrictions in mind next semester we will be able to see each other more in person so im looking forward to that .
- GAF Deliberations have been finalized and our request for the 2022 budget put in place come January myself and DOF Mallinger will present our proposed budget plan
- Finals week is wrapping up students where allowed to quarantine if you are in quarantine or isolation going into Christmas break you will be able to stay on campus and if you have technology issues you have the ability to stay on campus. Food options will be available for students as well
- From the last BOR meeting individuals had some concerns about the board pushing for 50% capacity in classrooms as of now the university will continue with the current plan along with staying at the 6% mark and its intended to go lower by offering hybrid methods of instruction
- At our first meeting of the semester is when I will be naming the individuals on the Election Steering Committee and Executive Candidacy's declarations must be announced as well. Come march 2-3 the Annual SGA elections will take place and myself and VP Larson will be handing over the responsibilities hopefully to a pair sitting on this call.
- Discussion point: How are you and others around you feeling about the universities decision to send students virtually how are we feeling what have you heard 😊
- Very happy with having the option to get tested and although being alone is a bummer it's great to know that we are keeping our family safe
- We anticipate students to go on holidays/ vacations allow hybrid/online learning for days following break

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – A
DATE: December 9-10, 2020

SUBJECT

Graduation Lists

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 2:17](#) – Awarding of Degrees, Graduation Dates, and Catalog of Graduation

BACKGROUND / DISCUSSION

Board of Regents Policy 2:17 specifies that the Board “approves the awarding of academic degrees after receiving the university president's recommendation on behalf of the university,” following each academic term. Once submitted on behalf of the institution, the President certifies that all candidates have successfully completed degree or program requirements as approved by the Board, and that no degree requirements were waived for any individual student.

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 University of South Dakota request approval of the graduation lists for Fall 2020.

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 20201209_5-A:

I move to approve the Fall 2020 graduation lists for BHSU, DSU, NSU, SDSMT, SDSU, and USD contingent upon the students’ completion of all degree requirements.

Black Hills State University
December 9-10, 2020

DECEMBER 2020**ASSOCIATE OF ARTS**

Fortuna, Alyssa	Hauck, ShaRell
Hairgrove, Zona	Takacs, Kylie

ASSOCIATE OF SCIENCE

Demma, Michelle	Johnson, Madeline	Sewell, Savanna
Dressler, Hannah	Kirsch, Brooklyn	Sheets, Faith
Fjelstad, Samuel	Mesman, Michael	Staricha, Erin
Holmes, Joshua	Moseley, Leah	Vigil, Lorraine
Jockheck, Katherine	Norton, Aaron	Zuniga, DeVee

BACHELOR ARTS

Terkildsen, Nicolette

BACHELOR OF FINE ARTS

Adkins Sr., Joshua	Grassel, Sarah	VanderPol, Shanaea
Concha, Tiffany	Meier, Zachary	Wolff, Katie

BACHELOR OF GENERAL STUDIES

Gloria Gonzalez, Angel	Natvig, Cassie	Shockley, Erika Laine
Hinkle, Brittany	Reid, Isaac	
Koch, Rose	Rook, Bruce	

BACHELOR OF SCIENCE

Allerdings, Nicole	Burke, Emily	Creceilius, Shane
Anderson, Carissa	Bussinger, Jarica	Davis, Justin
Basinger, Jake	Caesar, Matthew	DeWolfe, Carlee
Bauer, Elizabeth	Case, Bethany	Dill, Bailie
Baxter, Callan	Cervenly, Erika	Dyson, Nicholas
Boever, Margaret	Ciccariello, Anne	Escudero, Claudio
Brinkerhoff, Leanna	Cliff, Jordan	Espinosa, Kelsey
Brown, Mathew	Clover, Frankie	Fabricius, Daniel

Black Hills State University
December 9-10, 2020

DECEMBER 2020

Feiler, Cory	Lenz, Tayler	Russell, Kristopher
Feldt, Lauren	Litzen, Isabel	Sadowsky, Hayden
Fitzgerald, Jacob	Lothspeich, Derek	Scarborough, Claire
Flannagan, Micheal	Mahaffy, Amanda	Schubbel, Deeana
Foreman, Brady	Martinez, Chynna	Scott, David
Franke, Hayley	McGuire, Kyle	Sin, Joyce
Gamble, Tanner	Mehalick, Ryan	Skvicalo, Peter
Ganaway, Jarrell	Mesteth, Justin	Smith, Cassie
Gerry, Lee	Miller, Austin	Smith, Dillon
Gilmore, Payten	Moraga, Joseph	Stepp IV, Charles
Gossard, Adrienne	Myers, Taylor	Stillman, Sarah
Hamm, Lexi	Nehmer, Sharlee	Strong, Makenzi
Hanson, Jordan	Neville, Kayley	Swan, Amanda
Harpham, Kielar	Newbrough, K'Dyn	Tadra, Tanner
Hays, Brynn	Nold, Abigail	Tate, Ashley
Heaney, Conor	Noteboom, Destannie	Teaney, Brian
Holder, Landon	Opp, Stephanie	Terkildsen, Nicolette
Howell, Rainey	Pea, Collin	Trapp, Austin
Hubbard, Shaylyn	Piper, Chaz	Ulrich, Krista
Iverson, Megan	Piper, Jenna	Walbye, Jackson
Jacobs, Taylor	Rabenberg, Abby	Walton, Christina
Joseph, Aaroon	Raherisoanjato,	Welbig, Janae
Kerr, Carrie	Anjaratiana	Westbrock, Logan
Kirby, Jessica	Raile, Samantha	Young, Amanda
Klein, Karson	Rhoden, Tristen	Zacher, Jacob
Koehn, Sydney	Ridinger, Rachel	Zahlen, Michael
Kringen, Sandra	Ristau, Jessie	
Landa, Isaac	Robidoux, John	

BACHELOR OF SCIENCE IN EDUCATION

Armstrong, Harrison	Davila, Dorothy	Hagen, Jacqueline
Barrows, Rachael	Day, Ryleigh	Harris, Daniel
Bilbrey, Ashley	Erskin, Dalton	Harvey, Stacia
Butolph, Hayley	Foerster, Madeline	Hepp, Brittany
Campbell, Katherine	Gainey, Nicholas	Jensen, Amber
Chohon, Hayes	Greager, Elizabeth	Koenig, Nile
Cryan, Shantel	Hagen, Austin	LaVallie, Michelle

Black Hills State University
December 9-10, 2020

DECEMBER 2020

Lenz, Tayler	Pyle, Abby	Wagner, Jada
Loveday, William	Rehmeier, Hannah	Walk, Brennan
McLaughlin, Paul	Richards, Brooke	Wallace, Amber
Morton, Dennis	Schallenkamp, Agnes	Waterland, Bailie
Murphy, Mikayla	Skalicky, Marissa	Wentz, Hunter
Oleson, Morghan	Soesbe, Jessica	
Olson, Austin	Swenson, Cody	

MASTER OF BUSINESS ADMINISTRATION

Davaadulam, Tamir	Schutz, Wade
Puffer, Angela	

MASTER OF SCIENCE

Bierbaum, Darin	Horkey, Scott
Herbes, Paul	Watkins, Raynell

CERTIFICATES

Fitzgerald, Jacob	Little, Jennifer	Tate, Ashley
Howell, Rainey	Loveday, William	VanderPol, Shanaea
Koehn, Sydney	Neville, Kayley	Waterland, Bailie

Fall Graduates, Class of 2020 Dakota State University

ASSOCIATE OF ARTS

Rachel Elizabeth Benson
Bailey Ray Fleming

William James Janssen
Nathan K McFarland

Logan Blade Smith

ASSOCIATE OF SCIENCE

Rachel Benson
John David Doherty
Travis John Fox

Brett James Goodwin
Zachary Michael Hagberg
Ryan Paul Moody

Jaekob Stephen Olson
Virgil Somsawat
Nathan L. Wilson

BACHELOR OF BUSINESS ADMINISTRATION

Catherine Nicole Anthony
Dalyn Noah Bakkedahl
Miranda Jo Engels
Dylan Donovan Hjelm
Jacob Hult

Daidrick Kibbie
Kayla Jae Mentele
Amerudin Yassin Mohammed
Trisha Diane Patel
Trae Rebel Ramsey

Johnathan Vincent Randall
Kayla Marie Warnke
Kristen Williams
Jacob Scott Yaeger

BACHELOR OF GENERAL STUDIES

Adeon Xavier Patterson

Rachel Marie Westra

Samantha Ranae Zell

BACHELOR OF SCIENCE

Levi Austin Anderson
Christopher R Archer
Patrick Allen Bamburg
Barbara Briceno Hernandez
Jaron Burnnett
Connor J Carson
Sean William Cicmanec
Nolan Vaughn Czerwinski
William Russell DeCurtins
Rylan C DeHaai
Micah Mitchell DeHarty
Sujan Dhakal
Gregory Allen Engbrecht
Kamry Lee Esser
Anna Joy Fields
Tyler Kristopher Gabel
Patrick Richard Glenning
Alyssa Anne Gross
Giana Nicole Guarascio
Grant Jacob Gustafson
Justin Lee Gyolai
Skylar Nichole Hagen
Detrian James Hallem

Cole Merlin Hanselman
Jonathan Robert Hardy
Cameron Robert John
Harming
Alex Cameron Harrington
Nicholas Everett Hauser
Xzayana Richel Henderson
Joseph Robert Hopkins
Olivia June Janssen
Colin Chresten Jensen IV
Madison Anne Krell
Robert Dean Kutch
Kira Nicole Lange
Ishara Lansakara
Adam Jacob Larson
Nicholas Leat
Riley James Lentz
Ryan M Little
Nicolette Marie Locker
Jasmin Marie Lucero
Danial Madson
Michael Brooks Manker
Ethan Robert Masching

Morgan Jean Matlock
David Charles Stewart
Moracco
Jeremy Michael Moseman
Samuel James Neubauer
Thang Dinh Nguyen
Aarne Amadeus Nixon
David Christopher Noid
Fischer Alex Nordin
Aaron John Oakland
Jared Edward Palmer
Jamie Domenic Procida
Oliver J Puppel
Adam Timothy Ratz
Quinn Micheal Remmers
Lisa M Reuland
Jeremy Ryan Ring
Zachary Allen Roehrich
Marianna D Sallman
Russell Thomas Salmen
Joshua M Sauer
Steven Ray Scheppelman
AlJorden Bane Schoenfelder

Zachary Schroeder
 Marc Isaac Switzer
 Dylan Joseph Arias Teller
 Hanna Lynn Thiry
 Derrek Jordan Thompson

Kayla Marie Thury
 Amanda Grace Tommerdahl
 Erick Miguel Ventura
 Clifford Thomas Watson
 Mitchell Alan Weaver

Zach Russell Werner
 Truman Andrew Weyand
 Mason Scott Wieman
 Lloyd Tiger Zhu

BACHELOR OF SCIENCE IN EDUCATION

Tyler Scott Basye
 Kristene M Daugaard
 Rebecca Lynn Fedderson-
 Nelson
 Samantha Leigh Jennings

Sydney Lyn Johnson
 Shaun Christian Maher
 Maranda Marie McMartin
 Savannah Estee Miller
 Courtney Marie O'Connell

Bailee A. Ramstad
 Kyla Marie Swier
 Jennifer Jo VonEye
 Viana Elise Waldner
 Seth Allen Henry Weidenbach

MASTER OF BUSINESS ADMINISTRATION

Drew Daniel O'Brien

Rajesh Maganbhai Parmar

Karthik Vangury

MASTER OF SCIENCE

Betigil Asaye Abere
 Nick Alholinna
 Louis Thomas Christopher
 Alley
 Loknath Sai Ambati
 Micah Allen Flack
 Brendan Fitzsimmons Grant
 Alicia Robyn Hanson
 Samuel Allen Heuchert
 Mohammed Aiman Iqbal

Corey Allen Kapp
 Alex Timothy Ketcham
 Nathan D. Kramer
 Robert L Miller
 Kaushik Nagarajan
 Muthusamy Ragotheraman
 Suranjana Nag
 Joshua Ohar
 Francisca Afua Opoku-
 Boateng

Viren Bachubhai Patel
 Benjamin Allen Risher
 Emily Marie Sartor
 Brianne Y Severson
 Ryan Adam Styles
 Justin Donald Tank
 Lauren Torkelson
 Piyush Vyas
 Robyn Marie Wilson

MASTER OF SCIENCE IN EDUCATION

Shawnalisa Elaine Adee
 Jalen Alan Boyd

Mahyle Renae Hausman
 Shelby Kay Rang

Jayda Laurine Templeton
 Jill M Vincent

DOCTOR OF PHILOSOPHY

Armél B Djangone

**NORTHERN STATE UNIVERSITY
APPLICANTS FOR DECEMBER GRADUATION
December 8, 2020
Commencement Ceremony – November 21, 2020**

CANDIDATES FOR THE MASTER'S DEGREES

MASTER OF MUSIC EDUCATION

Jayme Lee Fuchs John Norman Guidry Hiltje Landman Peitz

MASTER OF SCIENCE

Ty Scott Brown

MASTER OF SCIENCE IN EDUCATION

Andre Sean Cobbs Megan Marie Howard LeAnn L. Thompson

CANDIDATES FOR THE BACCALAUREATE DEGREES

BACHELOR OF ARTS IN HONORIBUS

Morgan Lorraine Binfet Amanda Raychelle McIlravy Danielle Nicole Notz

BACHELOR OF SCIENCE IN EDUCATION IN HONORIBUS

Alyson Janae Hageman

BACHELOR OF MUSIC EDUCATION IN HONORIBUS

Tierra Kaye Cassens

BACHELOR OF ARTS

Sydney Mackay Ehrlich	Carleigh Jeen Klein	Ann Louise Scott
Grace Marie Gasperich	Hannah Leialoha Evelyn Lopes	Paxton E. Steen
Ashley Michelle Hernández Torres	Naomi Solange Macamo	Madison Micaela Swier
Bushra Hulmani	Brianna Leigh Neri	Aldous James Ulvog
Jeff Jacob Hyke	Jason Arthur Reed	Nicole Wanttie
Dallas D. Johnson		

BACHELOR OF GENERAL STUDIES

Elias J. Rostad Dean Thiery James David Torbert

BACHELOR OF SCIENCE

Bailey Sue Andrews
 Boston Shawn Bauer
 Morgan Mackenzie Baufield
 Austin William Coombes
 Lane Allen Doxtader
 Christian James Dreier
 William Clifford Ellwanger
 Jake Henry Flakus
 Grace Marie Gasperich
 Taylor Nicole Hagen
 Zachary Scott Hrvol

Shauna Lynn Larson
 Drew Willard Loudon
 Shelby M. Marcotte
 Codi Lee Martinez
 Jeremiah Joseph Maxfield
 Tasnim Mayasir
 Sumire Oda
 William D. Olander
 Jessica Jo Podoll
 Monica Jean Rajkowski
 Tyler Todd Rozell

Jasmine Kay Schaller
 Rujeko Jacqueline Shavi
 Alyssa Mae Sippel
 Julia Pauline Sullwold
 Madison Micaela Swier
 Hunter Patrick Trautman
 Sara Tvedt
 Nicole Wanttie
 Torey James Whittlinger
 Michael Thomas Wiesmann
 Victoria Win

BACHELOR OF SCIENCE IN EDUCATION

Taylor Jo Achterberg
 Emily Irene Bicek
 McKayla Marie Carda
 Edann Cay Cloos
 Jacob David Copenhaver
 Darby Grace Duncan
 Amber Engraf
 Katelyn Rose Fetsch

Bailey Lynn Finke
 Jake Henry Flakus
 Kylie Gross
 Morgan Charlotte Hoffman
 Layne Gregory Johnson
 Garret James Knebel
 Toni Marie Lemon
 Matthew Scott Lepke

Kyra Rae Liebig
 Haley N. McDonald
 Cordell Lee Ring
 Rachel Lillian Secker
 Sierra L. Smith
 Amélie Wachsmuth
 Kira Leigh Whitmore

CANDIDATES FOR THE ASSOCIATE DEGREES**ASSOCIATE OF ARTS**

Blessing Bridge

Samantha Mae Schwabe

Aleshia L. White

ASSOCIATE OF SCIENCE

Kelly M. Radke

Karrie Alison Woodring

CANDIDATES FOR A CERTIFICATE**CERTIFICATE**

Tierra Kaye Cassens
 Sydney Mackay Ehrlich

Grace Marie Gasperich

Carleigh Jeen Klein

	First Name	Middle Name	Last Name	Degree	Major	Honors	Graduation Date
1	Sever	Thomas	Gilbertson	AA	General Studies		20-Dec
2	Timothy	James	Hays	BS	Applied and Computational Mathematics	Magna Cum Laude	20-Dec
3	Shashwati		Shradha	BS	Applied and Computational Mathematics	Summa Cum Laude	20-Dec
4	Thomas	Wayne	Dirks	BS	Applied Biological Sciences		20-Dec
5	Hope	Cheyenne	Dosch	BS	Applied Biological Sciences		20-Dec
6	Meghan	Hattie	Chada	BS	Atmospheric and Environmental Sciences		20-Dec
7	Per	Russell	Lundquist	BS	Atmospheric and Environmental Sciences		20-Dec
8	Kaelyn	Jo	Kaul	BS	Biology		20-Dec
9	Hunter	Sage	Roy	BS	Biology		20-Dec
10	Elizabeth	Anne	Wendt	BS	Biology		20-Dec
11	Sherif	Amad	Zineldine	BS	Biology	Magna Cum Laude	20-Dec
12	Tanister	Kline	Peterson	BS	Business Management in Technology		20-Dec
13	Matthew	Peter	Braun	BS	Chemical Engineering		20-Dec
14	Alexandra	Paige	Brown	BS	Chemical Engineering		20-Dec
15	Lance	Lewis	Garrett	BS	Chemical Engineering		20-Dec
16	Dyson	Julius	Heizelman	BS	Chemical Engineering	Cum Laude	20-Dec
17	Colleen	McGovern	Hyer	BS	Chemical Engineering		20-Dec
18	Dalton	Gene	Kotilinek	BS	Chemical Engineering	Magna Cum Laude	20-Dec
19	Jordan	Robert	Lokken	BS	Chemical Engineering		20-Dec
20	Gabriela	Michelle	Ponce Molina	BS	Chemical Engineering		20-Dec
21	William	Edward	Tibbitt	BS	Chemical Engineering		20-Dec
22	Chase	Christian	Wood	BS	Chemical Engineering		20-Dec
23	Kevin	Daniel	Barz	BS	Chemistry		20-Dec
24	Sherif	Amad	Zineldine	BS	Chemistry	Magna Cum Laude	20-Dec
25	Tewodros	Alemayehu	Abebe	BS	Civil Engineering		20-Dec
26	Bayley	Robert	Colemer	BS	Civil Engineering		20-Dec
27	Katrina	Michelle	Davidson	BS	Civil Engineering		20-Dec
28	Bryant	Mark	Gernes	BS	Civil Engineering	Magna Cum Laude	20-Dec
29	Harrison	David	Irwin	BS	Civil Engineering		20-Dec
30	Samuel	Clyde	Irwin	BS	Civil Engineering		20-Dec
31	Peter	Ian	Iverson	BS	Civil Engineering		20-Dec
32	Guanxuan		Liang	BS	Civil Engineering		20-Dec
33	Nathan	Jacob	Martian	BS	Civil Engineering		20-Dec
34	Casey	William	Martin	BS	Civil Engineering		20-Dec
35	Justin	Ryman	Smith	BS	Civil Engineering		20-Dec
36	Alexander	James	Westerbuhr	BS	Civil Engineering		20-Dec
37	Morgan	Melissa	Wetz	BS	Civil Engineering	Cum Laude	20-Dec
38	Dustin	Hartwell	Williams	BS	Civil Engineering		20-Dec
39	Sherwyn	Carmo Edward	Braganza	BS	Computer Engineering		20-Dec
40	Justin	Luther	Nielson	BS	Computer Engineering	Magna Cum Laude	20-Dec
41	Timothy	James	Hays	BS	Computer Science	Magna Cum Laude	20-Dec
42	Tyler	James	Holinka	BS	Computer Science		20-Dec
43	Riley	Donovan	Kopp	BS	Computer Science		20-Dec
44	Dennis	James	Kovarik	BS	Computer Science		20-Dec
45	Adam	Lee	Lenox	BS	Computer Science		20-Dec
46	Lane		Moseley	BS	Computer Science		20-Dec
47	Adeshkumar	Udaykumar	Naik	BS	Computer Science		20-Dec
48	Mangesh	Sagar	Sakordekar	BS	Computer Science	Cum Laude	20-Dec
49	Shashwati		Shradha	BS	Computer Science	Summa Cum Laude	20-Dec
50	Michael	John	Theesen	BS	Computer Science		20-Dec
51	Serjio		Chavez	BS	Electrical Engineering		20-Dec
52	Weston	Kyle	Crockett	BS	Electrical Engineering	Cum Laude	20-Dec
53	Alex	Paul	Greenfield	BS	Electrical Engineering		20-Dec
54	Isaac	Jordon	Kortemeyer	BS	Electrical Engineering	Magna Cum Laude	20-Dec
55	Justin	Luther	Nielson	BS	Electrical Engineering	Magna Cum Laude	20-Dec
56	Tristan	Duval	Picotte	BS	Electrical Engineering		20-Dec
57	Ethan	Tate	Unruh	BS	Electrical Engineering		20-Dec
58	Jacob	Kyle	Wicklund	BS	Electrical Engineering		20-Dec
59	Miranda	Faith	Berge	BS	Geological Engineering		20-Dec
60	Dominic	Jeffrey	Krause	BS	Geological Engineering		20-Dec
61	Perrin	Alexander	Salonek	BS	Geological Engineering	Magna Cum Laude	20-Dec
62	Regan	Michelle	Wess	BS	Geological Engineering	Magna Cum Laude	20-Dec
63	Joseph	Alan	Durst	BS	Geology		20-Dec
64	Rachel	Rose	Jones	BS	Geology		20-Dec
65	Garrett	Milton	Bonzell	BS	Industrial Engineering and Engineering Management		20-Dec
66	Dorian	Anton	Cowart	BS	Industrial Engineering and Engineering Management		20-Dec
67	George	Brian	Dahlstrom	BS	Industrial Engineering and Engineering Management	Cum Laude	20-Dec

	First Name	Middle Name	Last Name	Degree	Major	Honors	Graduation Date
68	Kaitlyn	Lee	Fiala	BS	Industrial Engineering and Engineering Management		20-Dec
69	Quentin	R K	Galuteria Soares	BS	Industrial Engineering and Engineering Management		20-Dec
70	Andrea	Cheyenne	Gracia	BS	Industrial Engineering and Engineering Management		20-Dec
71	Eli	Walker	Jeans	BS	Industrial Engineering and Engineering Management		20-Dec
72	Spencer	Timothy	Malsom	BS	Industrial Engineering and Engineering Management		20-Dec
73	Alex	Alan	Mattheis	BS	Industrial Engineering and Engineering Management		20-Dec
74	Nicholas	James	Ritchie	BS	Industrial Engineering and Engineering Management		20-Dec
75	Summer	Marie	Rogers	BS	Industrial Engineering and Engineering Management		20-Dec
76	Jesus	Gerardo	Roman Pinilla	BS	Industrial Engineering and Engineering Management		20-Dec
77	Jordan	Michael	Swanson	BS	Industrial Engineering and Engineering Management		20-Dec
78	Marken		Vilson	BS	Industrial Engineering and Engineering Management		20-Dec
79	Nathaniel	Jacob	Wimmer	BS	Industrial Engineering and Engineering Management		20-Dec
80	Owen	Palmer	Winger	BS	Industrial Engineering and Engineering Management	Cum Laude	20-Dec
81	Grayson	Peter	Young	BS	Industrial Engineering and Engineering Management		20-Dec
82	Kaylee	Elaine	Wilson	BS	Interdisciplinary Sciences		20-Dec
83	Joseph	Harris	Allen	BS	Mechanical Engineering	Cum Laude	20-Dec
84	Justin	Lee	Barkow	BS	Mechanical Engineering	Summa Cum Laude	20-Dec
85	Benjamin	Guenther	Braun	BS	Mechanical Engineering		20-Dec
86	Connor	James	Carey	BS	Mechanical Engineering		20-Dec
87	Jorge	L	Cisneros Hernandez	BS	Mechanical Engineering		20-Dec
88	Jacob	Dylan	Crist	BS	Mechanical Engineering		20-Dec
89	John	Taylor	DeBoer	BS	Mechanical Engineering	Cum Laude	20-Dec
90	Kaytie	Marie	DeWitt	BS	Mechanical Engineering	Magna Cum Laude	20-Dec
91	Tanner	Thomas	Farnsworth	BS	Mechanical Engineering		20-Dec
92	Brock	Don	Folkers	BS	Mechanical Engineering		20-Dec
93	Jacob	Andrew	Goulet	BS	Mechanical Engineering		20-Dec
94	Ethan	Patrick	Hanson	BS	Mechanical Engineering		20-Dec
95	Jacob	Anthony	Hanson	BS	Mechanical Engineering		20-Dec
96	Dalton	Robert	Jenkins	BS	Mechanical Engineering		20-Dec
97	Kaycee	Jo	Johnson	BS	Mechanical Engineering		20-Dec
98	Molly	Anne	Keller	BS	Mechanical Engineering		20-Dec
99	Nicolas	Richard	Kirkvold	BS	Mechanical Engineering		20-Dec
100	Christian	Louis	Leckband	BS	Mechanical Engineering		20-Dec
101	Paige	Nicole	Ling	BS	Mechanical Engineering		20-Dec
102	Caiden	Daniel	Merritt	BS	Mechanical Engineering		20-Dec
103	Tanner	John	Nelson	BS	Mechanical Engineering		20-Dec
104	Darren	Andrew	Nissen	BS	Mechanical Engineering	Cum Laude	20-Dec
105	Jacob	Barnette	Peterson	BS	Mechanical Engineering		20-Dec
106	Alec	William	Ralph	BS	Mechanical Engineering	Cum Laude	20-Dec
107	Justin	Lee	Rau	BS	Mechanical Engineering		20-Dec
108	Matthew	Bradley	Rens	BS	Mechanical Engineering		20-Dec
109	Crai	Ferdinand	Rodrigues	BS	Mechanical Engineering	Magna Cum Laude	20-Dec
110	Grant	Paul	Russell	BS	Mechanical Engineering		20-Dec
111	Jonah	Malcolm	Sayre	BS	Mechanical Engineering	Magna Cum Laude	20-Dec
112	Enis		Sefa	BS	Mechanical Engineering		20-Dec
113	Jake	Ryan	Siewert	BS	Mechanical Engineering		20-Dec
114	George	Alexander	Bernard	BS	Metallurgical Engineering	Summa Cum Laude	20-Dec
115	Tanner	Donald	Colpitts	BS	Metallurgical Engineering		20-Dec
116	Kain	Robert	Nugent	BS	Metallurgical Engineering		20-Dec
117	Melinda	Ann	Ravnaas	BS	Metallurgical Engineering		20-Dec
118	Bryce	Michael	Watson	BS	Metallurgical Engineering		20-Dec
119	Tyler	David	Wentworth	BS	Metallurgical Engineering		20-Dec
120	Ian	Christopher	Becket	BS	Mining Engineering	Magna Cum Laude	20-Dec
121	Kathryn	Ann	Heaton	BS	Mining Engineering		20-Dec
122	Dominic	Jeffrey	Krause	BS	Mining Engineering		20-Dec
123	Wade	Nathan	Shoop	BS	Mining Engineering	Cum Laude	20-Dec
124	John	William	Weyeneth	BS	Mining Engineering		20-Dec
125	Anthony	Allen	Ackerman	BS	Physics		20-Dec
126	Catalina	Beatriz	Bennett	BS	Pre-Professional Health Sciences		20-Dec
127	Christopher	Nicholas	Woody	MS	Atmospheric and Environmental Sciences		20-Dec
128	Kayode	Olufemi	Bello	MS	Chemical Engineering		20-Dec
129	Craig	Keith	Fatherlos	MS	Chemical Engineering		20-Dec
130	James	Martin	Votel	MS	Chemical Engineering		20-Dec
131	Mohammadreza		Moeini	MS	Civil and Environmental Engineering		20-Dec
132	Emily	Elise	Sande	MS	Civil and Environmental Engineering		20-Dec
133	Eric	Samuel	Simonton	MS	Civil and Environmental Engineering		20-Dec
134	Allison	Jane	Smith	MS	Civil and Environmental Engineering		20-Dec

	First Name	Middle Name	Last Name	Degree	Major	Honors	Graduation Date
135	Kyle	W	MacMillan	MS	Computational Sciences and Robotics		20-Dec
136	Hannah	Elizabeth	Covey	MS	Construction Engineering and Management		20-Dec
137	Drew	Milton	Hinker	MS	Construction Engineering and Management		20-Dec
138	Tyler	Allen	Kleinsasser	MS	Construction Engineering and Management		20-Dec
139	Laughlin		Louison	MS	Construction Engineering and Management		20-Dec
140	Alexander	James	Warren	MS	Construction Engineering and Management		20-Dec
141	Md Ali		Azam	MS	Electrical Engineering		20-Dec
142	Shawon		Dey	MS	Electrical Engineering		20-Dec
143	Kunal		Khade	MS	Electrical Engineering		20-Dec
144	Theodore	Owen	Seeley	MS	Electrical Engineering		20-Dec
145	Connor	Ronald	Silveria	MS	Electrical Engineering		20-Dec
146	Christa	Haley	Hollister	MS	Engineering Management		20-Dec
147	Timothy	Dale	Johnson	MS	Engineering Management		20-Dec
148	Sean	Coulter	Meberg	MS	Engineering Management		20-Dec
149	Michael	Matthew	Day	MS	Geology and Geological Engineering		20-Dec
150	Hannah	Marie	Moen	MS	Materials Engineering and Science		20-Dec
151	James	L	Tomich	MS	Materials Engineering and Science		20-Dec
152	Lucas	Rangel	Bittencourt	MS	Mining Engineering and Management		20-Dec
153	Frank		Owusu	MS	Mining Engineering and Management		20-Dec
154	Alfonso		Palacio Castilla	MS	Mining Engineering and Management		20-Dec
155	Robert	Russell	Spear	MS	Mining Engineering and Management		20-Dec
156	Cameron	David	Tymstra	MS	Mining Engineering and Management		20-Dec
157	Tomaso		Veneroso	MS	Mining Engineering and Management		20-Dec
158	Eden		Bhatta	PhD	Biomedical Engineering		20-Dec
159	Akshay	Anand	Chowdu	PhD	Mining Engineering and Management		20-Dec
160	Lin		Kang	PhD	Nanoscience and Nanoengineering		20-Dec
161	Ni Putu Dewi		Nurmalasari	PhD	Nanoscience and Nanoengineering		20-Dec
162	Eric	D	Schmid	PhD	Nanoscience and Nanoengineering		20-Dec
163	Nathan	William	Smaglik	PhD	Nanoscience and Nanoengineering		20-Dec
164	Hari		Chapagain	PhD	Physics		20-Dec

South Dakota State University
Fall 2020 Candidates

DOCTOR OF PHILOSOPHY

A K M Ahsan Ahmed
Linto Antony
Biyi Chen
Ke Chen
Ahmed El-Magrous
Maryam Enteshari
Hanxiao Feng

Yue Huang
Amanda Hyett
Balawanthrao Jadhav
Shuang Li
Achyut Mishra
Rajesh Pathak
Khan Reza

Ranen Roy
Kaboro Samasse
Christopher Skaggs
Yenni Vetrita
Hiral Vora
Jianmin Wang
Shenggang Wang

DOCTOR OF NURSING PRACTICE

Angela Yates-Wycoff

MASTER OF ARCHITECTURE

David Stewart

MASTER OF ARTS

Larissa Durkin

MASTER OF ENGINEERING

Jennifer Olejar

MASTER OF MASS COMMUNICATION

Kristin Cottrell
Quinn Kelsey

Taylor Kenney
Thalissa McClure

MASTER OF PUBLIC HEALTH

Brent Calkin

Kristofer Keller

Nancy Prempeh Jackson

MASTER OF SCIENCE

Karim Abdelazim Soliman
Patra Akaya
Farhana Akhter
Muhannad Alamer

Ahmed Essa Alharthi
Meshal Alhasri
Anas Ahmed Alhindi

Meagib Mohammed
Alqahtani
Holly Anderson
Jeffery Bartel

Sara Bear	Jacquelyn Krakow	Mitchell Sangl
Anna Bearss	Megan Kuipers	Christopher Santini
Heidi Becker	Pavan Kulkarni	Natasha Scherber
Jonathan Benson	Scott Landes	Hannah Scriver
Ivy Bentz	Revanth Kumar Lankipalle	Samjhana Shakya
Abigail Blanchard	Amber Leafstedt	Anuj Shrestha
Jamie Bohaboj	Bailey Lulf	Brooke Shumate
Nathaly Carpinelli	Namrata Maharjan	Dathan Smerchek
Zhisheng Cen	Suzanne Maloney	Cassandra Stangeland
Leticia De Freitas	Rachel Martens	Jennifer Thiessen
Ruchi Dubey	Jessica Martinez	Sierra Toms
Amber Erickson	Noah Meyer	Md Mahi Uddin
Charles Gallman	Jacob Olson	Brittany Van Iperen
Melinda Goblirsch	Kayla Pavel	Kristina Vazquez
Leyby Guifarro Rodriguez	Ashlyn Pearson	Isabela Vilella Arnizaut
Faye Harrison	Teresa Pederson	Roberto Villegas-Diaz
Marcus Haselhoff	Brooke Pond	Anna Walraven
Alicen Hauck	Sarah Potthoff	Max Weaver
Charlotte Heim	Aileen Profir	Austin Wieseler
Jessica Janssen	Mohammad Jahir Raihan	Jalen Williams
Sakib Kabir	Christian Ramirez Camba	Jared Wollman
Sameer Keshavan	Ranju Sainju	Andrea Zavadil
Clinton Kolbeck	Anne Salazar	

BACHELOR OF SCIENCE IN NURSING

Josey Aasby	Stephanie Denny	Brian Gusek
Anthony Andera	Avrey Dicke	Brianna Haffner
Hannah Bauer	Baylor Dobbs	Taylor Halverson
Myranda Becking	Halli Dobler	Maisie Heldt
Anna Bellinghiere	Elizabeth Doom	Ericka Heltzel-LeVeque
Brianna Benjamin	Grace Doorn	Natasha Hesse
Sierra Bivens	Zachary Dorgan	Nicole Hoepner
Julia Bowers	Michael Dumdei	Jessica Hollingsworth
Ashley Braun	Lyndsey Effling	Chloe Holtz
Jacob Burton	Marisa Eimers	Mackenzie Huber
Kordell Buyck	Rory Forest	Savannah Huber
Kathrine Cannedy	Emma Friesel	Kathleen Hupp
Mia Casas	Kate Gillette	Jenna Jagow
Jessica Christensen	McKenzie Gloege	Laura Johnson
Crystal Clark	Brooklynne Gober	Madison Jones
Brandon Davidson	Vanesa Gomez Bedoya	Emily Jons
Madison DeJong	Kendra Groeneweg	Kelli Keyes

Tram Kim	Cydney Peterson	Jacqueline Stengel
Laura Kosberg	Rachael Peterson	Chrystal Stephenson
Kylie Krcil	Cody Ptacek	Michelle Stillwell
Brenna Kress	Andrew Resick	Jenna Stoutland
Maggie Kruse	Kelsea Reyerson	Christina Stuerman
Khurshid Kurbanov	Erin Richardt	Ryan Sullivan
Krystal Kvalheim	Kamdyn Roemen	Brenna Sundby
Connor Lang	Morgan Rohlf	Breanna Swee
Madeleine Logue	Monica Ruiz	Allison Swenson
Ivy Mahan-Deitte	Jessica Ryan	Taylor Telford
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Makenna Bucher

The University of South Dakota

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Justin Q. Fang
Daniel Greenwood

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SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – B (1)
DATE: December 9-10, 2020

SUBJECT

Revisions to BOR Policy 2:10 – Grades and Use of Grade Point Averages (Second Reading)

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 2:10](#) – Grades and Use of Grade Point Averages (GPA)

BACKGROUND / DISCUSSION

At the October 2020 Board of Regents (BOR) meeting, the Regents reviewed the initial policy changes for Board Policy 2:10. This is the second and final review/reading of this policy.

Specifically, Section 7 of Board Policy 2:10 provides an academic amnesty policy intended to “respond to the academic needs of” individuals “as they develop newly identified potential. Through the application of academic amnesty, the student’s prior academic record can be excluded from current work under certain conditions.” Students who meet all of the standards in Section 7.2 may have previous coursework excluded from calculation of the student’s GPA and removed from coursework (such courses remain on the transcript with an asterisk).

This board policy recommended change will move the 24 graded credit hours to 12 graded credit hours.

7.2.3. Have completed a minimum of ~~twelve~~ ~~twenty-four~~ (~~12~~ ~~24~~) graded credit hours taken at any Regental university with a minimum grade point average of 2.0 for the ~~twelve~~ ~~twenty-four~~ (~~12~~ ~~24~~) credit hours after the most recent admission to the home institution;

(Continued)

DRAFT MOTION 20201209_5-B(1):

I move to approve the second and final reading of the proposed revisions to BOR Policy 2:10, as presented in Attachment I.

IMPACT AND RECOMMENDATION

There have been no additional edits since the first reading of the policy at the October Board meeting. The recommendation was approved by the Academic Affairs Council and is supported by the Interim System Vice President of Academic Affairs.

Board staff recommends approval.

ATTACHMENTS

Attachment I – Proposed Revisions to BOR Policy 2:10 – Grades and Use of Grade Point Averages (GPA)

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Grades and Use of Grade Point Averages (GPA)

NUMBER: 2:10

A. PURPOSE

To define undergraduate and graduate level grades to be used at Board of Regents institutions, and to describe the use of grade point averages for the purposes of minimum progression, graduation standards, academic amnesty, and various academic honors.

B. DEFINITIONS

- 1. External Transfer Student:** A degree or non-degree seeking student who transfers from a non-Regental institution.
- 2. Internal Transfer Student:** A degree or non-degree seeking student who transfers among one of the six Regental institutions which results in the change to the students “home” designation.
- 3. Dual Credit Student:** A student who has earned college credit prior to their high school graduation, where the credit is included on both the official high school and postsecondary institution transcript.

C. POLICY

1. Undergraduate Grades

Undergraduate Grades will be assigned to the undergraduate academic level and to all courses and sections with course numbers ranging from 001 to 499. Plus and minus grades are not used.

A	Exceptional	4.00 grade points per semester hour
B	Above Average	3.00 grade points per semester hour
C	Average	2.00 grade points per semester hour
D	Lowest Passing Grade	1.00 grade points per semester hour
F	Failure	0.00 grade points per semester hour
S	Satisfactory	Does not calculate into any GPA
U	Unsatisfactory	Does not calculate into any GPA
RI	Incomplete (Remedial)	Does not calculate into any GPA
RS	Satisfactory (Remedial)	Does not calculate into any GPA
RU	Unsatisfactory (Remedial)	Does not calculate into any GPA
W	Withdrawal	Does not calculate into any GPA, no credit granted
WD	Withdrawal (First 6 Courses)	Does not calculate into any GPA, no credit granted

WW	Withdrawal (All Courses in a term)	Does not calculate into any GPA, no credit granted
WFL	Withdrawal (7 th Course or higher)	0.0 grade points per semester hour
AU	Audit	Does not calculate into any GPA
I	Incomplete	Does not calculate into any GPA
IP	In Progress	Does not calculate into any GPA
SP	Satisfactory Progress	Does not calculate into any GPA
EX	Credit by Exam	Does not calculate into any GPA
CR	Credit	Does not calculate into any GPA
TR	Note for NSE/MEDT	Does not calculate into any GPA, no credit granted
LR	Lab grade linked to Recitation Grade	0 credit course
NG	No Grade	0 credit tracking course
NR	Grade not Reported by Instructor	Does not calculate into any GPA
Grade*	Academic Amnesty	Does not calculate into any GPA, no credit given

2. Undergraduate Grade Descriptions, Uses, and Restrictions

- 2.1. AU: An audit (AU) grade may be granted only when the student has elected the AU option on or prior to the census date of the term.
- 2.2. CR: A credit (CR) grade may be granted only for non-course credit that is not related to an examination or to equating transfer grades to the BOR grading system. This grade is not used for any Regental university course.
- 2.3. EX: An examination for credit (EX) grade may be granted only for non-course credit validation obtained through a validation process. This grade is not used for any Regental university course.
- 2.4. I: An incomplete (I) grade may be granted only when all of the following conditions apply:
 - A student has encountered extenuating circumstances that do not permit him/her to complete the course.
 - The student must be earning a passing grade at the time the Incomplete is necessitated. Anticipated course failure is not a justification for an incomplete.
 - The student does not have to repeat the course to meet the requirements.
 - The instructor must agree to grant an incomplete grade.
 - The instructor and student must agree on a plan to complete the coursework.
 - The coursework must be completed within one semester; extensions may be granted by the Chief Academic Affairs Officer.
 - If the student completes the course within the specified time, the grades that may be assigned are A, B, C, D, F, S, RS, RU, or U.

- If the student does not complete the course within the specified time, the grade assigned will be F (Failure) or U (Unsatisfactory) or RU (Remedial Unsatisfactory) if the student had requested S/U within the time specified in BOR Policy 2:6, section 9.
- 2.5. IP: An in progress (IP) grade may be granted only when all of the following conditions apply:
- The requirements for the course (for every student enrolled in the course) extend beyond the current term.
 - The extension beyond the current term must be defined before the class begins.
 - The instructor must request permission to award IP grades for a course from their Department Head and Dean, and then approval must be obtained from the Chief Academic Affairs Officer.
 - A definite date for completion of the course must be established in the course syllabus.
- 2.6. NG: A grade of NG will be used only with those course sections that are designated as Tracking/Program Sustaining (Q) and those that are assigned the code for Master's Research Problems/Projects Sustaining, Thesis Sustaining, or Dissertation Sustaining (U).
- 2.7. RI, RS, RU: Remedial grades (RI, RS, RU) may be granted only for courses numbered 001 to 099.
- 2.8. S/U: A Satisfactory/Unsatisfactory (S/U) grade may be granted only when the entire course requires the S/U grade or the student has elected the S/U option on or prior to the census date of the term.
- 2.9. SP: A satisfactory progress (SP) grade may be granted only for students enrolled in MATH 095. If the grade of SP is awarded the following conditions apply:
- The grade is an alternative to RS and RU.
 - The student must have made satisfactory progress during the course but the student did not develop mastery of all the required content. If the student successfully mastered the materials, the grade of RS should be assigned. If satisfactory progress was not made, the grade of RU should be assigned.
- 2.10. WD: Beginning with the Fall 2015 term, a grade of withdrawal (WD) may be assigned only six times during a student's undergraduate career. If the student drops additional classes, a grade of WFL will be assigned. Withdrawal grades assigned to continuously enrolled students prior to this term will not count against the limit. Additionally, those withdrawal grades assigned at a non-Regental institution prior to entry as a transfer student will not be counted against the six course limits. This limit does not include W grades assigned if a student withdraws from all classes in a given term, which will be assigned a WW grade. The campus Chief Academic Affairs Officer may make exceptions to this requirement in those cases where there are unique factors.

3. Definition and Calculation of Grade Point Averages

The following grade point averages are calculated each academic term (Fall, Spring, Summer):

- 3.1. Institutional GPA: based on credits earned at a specific Regental university. Utilized to determine if degree requirements have been met and to determine Honors Designation at graduation.
- 3.2. System Term GPA: based on credits earned at any of the six Regental universities within a given academic term (Fall, Spring, Summer). Utilized to determine minimum progression status.
- 3.3. Transfer GPA: based on credits earned and officially transferred from an accredited college or university outside the Regental system. When a letter grade that normally calculates into the grade point average exists for a non-academic course (e.g., credit earned via examination), it will be included in the transfer GPA.
- 3.4. Cumulative GPA: based on all credits earned by the student (transfer credit plus system credit). Utilized to determine minimum progression status and to determine if degree requirements have been met and to determine Honors Designation at graduation.
 - 3.4.1. When a course has been repeated for credit, all attempts will be entered on the transcript, but the last grade earned will be used in the calculation of the cumulative grade point average (See also 2:5, section B.7).

4. Minimum Progression Standards

- 4.1. Minimum progression standards and related actions are based on the student's cumulative grade point average and system term grade point average.
 - 4.1.1. Good Academic Standing: A student who meets or exceeds the cumulative grade point average requirements listed below is considered to be in good academic standing. The required GPAs are based on class level. Students who have taken more credit hours are expected to meet a higher GPA standard.

<u>Class</u>	<u>Credit Hour Range</u>	<u>GPA Standard</u>
Freshman	0-29.99	1.8
Sophomore	30-59.99	1.8
Junior	60-89.99	2.0
Senior	90+	2.0

- 4.1.2. Academic Probation: If a student's cumulative grade point average falls below the GPA standard for his/her designated class rank as listed in Section 4.1.1 in any academic term (i.e. fall, spring, summer), the student is placed on academic probation for the following term.
 - 4.1.2.1. While on academic probation the student must earn a system term grade point average that meets or exceeds the GPA standard required for their class level.

- 4.1.2.2. When a student on academic probation achieves a cumulative grade point average that meets or exceeds the GPA standard for his/her class level, the student is returned to good academic standing.
- 4.1.3. Academic Suspension: A student on academic probation who fails to maintain a term grade point average that meets or exceeds the GPA standard required for his/her class level is placed on academic suspension for a minimum of two academic terms.
 - 4.1.3.1. A student on academic suspension will not be allowed to enroll for any coursework at any Regental university except when an appeal has been approved by the Regental university from which the student is pursuing a degree. An approved appeal granted by one Regental university will be honored by all Regental universities. (Also refer to BOR Policy 2:3, Section C.9.7. Students on Probation/Suspension.)
 - 4.1.3.2. Only Academic Suspension will be entered on the student's transcript. Academic probation will be noted in the internal academic record only.
- 4.2. Students enrolling in the Regental system for the first time with prior credit, including internal and external transfer students and dual credit students, shall not be placed on probation by their designated home institution until they have been enrolled at a Regental university for one (1) academic term.

5. Minimum Progression Standard Report

Each year the Board of Regents will receive data on the minimum progression status for students in the Regental system. For each institution, data will be disaggregated to identify the number of undergraduate students in Good Standing, Returning to Good Standing, Placed on Probation, and Suspended for each admission classification.

6. Minimum Graduation Standards

To be awarded a baccalaureate degree, an associate degree or a certificate a student must at a minimum have a cumulative GPA of 2.0 or higher. With Board approval, additional requirements including more specific GPA requirements may be established for some programmatic offerings and these must be met.

7. Academic Amnesty

- 7.1. The goal of academic amnesty is to respond to the academic needs of ~~matured~~ individuals as they develop newly identified potential. Through the application of academic amnesty, the student's prior academic record can be excluded from current work under certain conditions.
- 7.2. To be eligible for Academic Amnesty, the student must:
 - 7.2.1. Be an undergraduate, full-time or part-time, degree-seeking student at one of the universities in the South Dakota Regental system;
 - 7.2.2. Not have been enrolled in any postsecondary institution for a minimum of three consecutive terms (including only Fall and/or Spring terms) prior to the most recent admission to the home institution. Exceptions may be granted in rare

cases only by the Board of Regents Vice President for Academic Affairs upon recommendation by the Chief Academic Affairs Officer;

- 7.2.3. Have completed a minimum of ~~twenty-four (24)~~ twelve (12) graded credit hours taken at any Regental university with a minimum grade point average of 2.0 for the ~~twenty-four (24)~~ twelve (12) credit hours after the most recent admission to the home institution;
 - 7.2.4. Not have earned a baccalaureate degree from any university;
 - 7.2.5. Not have been granted any prior academic amnesty at any Regental university;
 - 7.2.6. Submit a formal Academic Amnesty Petition to his/her home university following the procedures established by that university.
- 7.3. Conditions of Academic Amnesty:
- 7.3.1. Academic amnesty does not apply to individual courses.
 - 7.3.2. Academic amnesty may be requested for:
 - 7.3.2.1. All previous postsecondary education courses, or
 - 7.3.2.2. All previous postsecondary education courses at a specific postsecondary institution, or
 - 7.3.2.3. A specified time period not to exceed one academic year (Fall/Spring) completed at any postsecondary institution(s).
 - 7.3.3. Academic amnesty, if granted, shall not be rescinded.
 - 7.3.4. Courses for which academic amnesty is granted will:
 - 7.3.4.1. Remain on the student's permanent record;
 - 7.3.4.2. Be recorded on the student's undergraduate transcript with the original grade followed by an asterisk (*);
 - 7.3.4.3. Not be included in the calculation of the student's grade point average because no credit is given;
 - 7.3.4.4. Not be used to satisfy any of the graduation requirements of the current degree program.
- 7.4. Academic amnesty decisions will be made by the student's home institution, will be honored by all undergraduate programs within the home institution, and will be honored by all undergraduate programs at other institutions within the South Dakota Regental system.
- 7.5. Universities outside of the South Dakota Regental system are not bound by the academic amnesty decisions made by the South Dakota Regental system.
- 7.6. Regental graduate programs and graduate professional schools may consider all previous undergraduate course work when making admission decisions.

8. Dean's List Designation

- 8.1. Undergraduate, full-time students may be designated for the Dean's List at the end of the fall and spring terms. The Dean's List designation is determined by the home university and is based on a student's total course registrations for academic credit for the term from any Regental university. The Dean's List designation does not appear on the transcript.
- 8.2. To be awarded Dean's List designation, students must meet the following guidelines.
 - 8.2.1. Students must have earned a minimum of twelve (12) credit hours in courses numbered 100-699 during the term.
 - 8.2.2. Students must achieve a System Term GPA of at least 3.50.
 - 8.2.3. Students with F, I, U, RI, or RU grades are not eligible regardless of System Term GPA attained.

9. Academic Recognition for Undergraduate, Part-Time Students

- 9.1. Undergraduate, part-time students taking fewer than twelve (12) credits per term may be designated for Academic Recognition for Part-Time Students at the end of the fall and spring terms. The Academic Recognition for Part-Time Students designation is determined by the home university. The Academic Recognition for Part-Time Students designation does not appear on the transcript. To be awarded the Academic Recognition for Part-Time Students designation, students must meet the following guidelines:
 - 9.1.1. Students must have completed at least twelve (12) credit hours prior to the current semester at one or more Regental institutions.
 - 9.1.2. The student must have earned at least three (3) and up to eleven (11) credit hours of 100-699 level courses during the term.
 - 9.1.3. Students must achieve a System Term GPA of at least 3.50.
 - 9.1.4. Students with F, I, U, RI, or RU grades are not eligible regardless of System Term GPA attained.

10. Honors Designation at Graduation

- 10.1. Post-baccalaureate Degree: The institution granting the degree determines the Honors Designation for its post-baccalaureate graduates. Common practices of the academy and of the specific discipline shall be followed.
- 10.2. Baccalaureate Degree: The institution granting the degree determines the Honors Designation for its graduates. To earn an Honors Designation at graduation the undergraduate student must meet both the following cumulative and institutional grade point averages:

Summa Cum Laude	equal to or greater than 3.9
Magna Cum Laude	equal to or greater than 3.7 and less than 3.9
Cum Laude	equal to or greater than 3.5 and less than 3.7

10.2.1. The undergraduate student must have completed a minimum of sixty (60) credit hours at the institution granting the degree. Courses that are part of a formal collaborative agreement among Regental universities are considered to be earned from the institution granting the degree. (Also refer to BOR Policy 2:29.)

10.3. Associate Degree: The institution granting the degree determines the Honors Designation for its associate-level graduates. To earn an Honors Designation at graduation, an associate-level graduate must meet both the following cumulative and institutional grade point averages:

With highest honor	equal to or greater than 3.9
With high honor	equal to or greater than 3.7 and less than 3.9
With honor	equal to or greater than 3.5 and less than 3.7

10.3.1. An associate-level graduate must have completed a minimum of thirty (30) credit hours at the institution granting the degree. Courses that are part of a formal collaborative agreement among Regental universities are considered to be earned from the institution granting the degree. (Also refer to BOR Policy 2:29.)

11. Graduate Grades

Graduate Grades will be assigned to the Graduate Academic Level and to all Courses and Sections with course numbers of 500 or greater. Plus and minus grades are not used.

A	Exceptional	4.00 grade points per semester hour
B	Good	3.00 grade points per semester hour
C	Average	2.00 grade points per semester hour
D	Unsatisfactory	1.00 grade points per semester hour
F	Failure	0.00 grade points per semester hour
S	Satisfactory	Does not calculate into any GPA
U	Unsatisfactory	Does not calculate into any GPA
W	Withdrawal	Does not calculate into any GPA, no credit granted
AU	Audit	Does not calculate into any GPA
I	Incomplete	Does not calculate into any GPA
IP	In Progress	Does not calculate into any GPA
NG	No Grade	0 credit tracking course
NP	Normal Progress	Does not calculate into any GPA
NR	Grade not Reported by instructor	Does not calculate into any GPA
EX	Credit by Exam	Does not calculate into any GPA
CR	Credit	Does not calculate into any GPA
TR	Note for NSE/MEDT	Does not calculate into any GPA, no credit granted
LR	Lab grade linked to Recitation Grade	0 credit course

12. Graduate Grade Descriptions, Uses, and Restrictions

- 12.1. AU: An audit (AU) grade may be granted only when the student has elected the AU option on or prior to the census date of the term.
- 12.2. CR: A credit (CR) grade may be granted only for non-course credit that is not related to an examination or to equating transfer grades to the BOR grading system. This grade is not used for any Regental university course.
- 12.3. EX: An examination for credit (EX) grade may be granted only for non-course credit validation obtained through a validation process. This grade is not used for any Regental university course.
- 12.4. I: An incomplete (I) grade may be granted only when all of the following conditions apply:
- A student has encountered extenuating circumstances that do not permit him/her to complete the course.
 - The student must be earning a passing grade at the time the Incomplete is necessitated. Anticipated course failure is not a justification for an incomplete.
 - The student does not have to repeat the course to meet the requirements.
 - The instructor must agree to grant an incomplete grade.
 - The instructor and student must agree on a plan to complete the coursework.
 - The coursework must be completed within one calendar year; extensions may be granted by the Graduate Dean.
 - If the student completes the course within the specified time, the grades that may be assigned are A, B, C, D, F, S, or U.
 - If the student does not complete the course within the specified time, the Incomplete grade remains on the transcript.
- 12.5. IP: An in progress (IP) grade may be granted only when all of the following conditions apply:
- The requirements for the course (for every student enrolled in the course) extend beyond the current term.
 - The extension beyond the current term must be defined before the class begins.
 - The instructor must request permission to award IP grades for a course from their Department Head and Dean, and then approval must be obtained from the Chief Academic Affairs Officer.
 - A definite date for completion of the course must be established in the course syllabus.
- 12.6. NG: A grade of NG will be used only with those course sections that are designated as Tracking/Program Sustaining (Q) and those that are assigned the code for Master's Research Problems/Projects Sustaining, Thesis Sustaining, or Dissertation Sustaining (U).

- 12.7. NP: A normal progress (NP) grade may be granted by an instructor when the instructor determines that a graduate student is making normal progress in a graduate Thesis/Dissertation course. If a graduate student does not enroll for a period of one calendar year, the NP grade may change to I (Incomplete) upon approval by the Graduate Dean. The NP grade calculates into attempted credits but does not calculate into completed credits or grade point averages.
- 12.8. S/U: A Satisfactory/Unsatisfactory (S/U) grade may be granted only when the entire course requires the S/U grade or the student has elected the S/U option on or prior to the census date of the term.

13. Last Date of Academic Activity

Each university must have in place a practice for determining and recording the Last Date of Academic Activity, whenever reporting a final grade of F, U, or RU.

FORMS / APPENDICES:

None

SOURCE:

BOR May 1996; BOR December 1998; BOR March 2002; BOR June 2002; BOR August 2002; BOR October 2002; BOR June 2003; BOR October 2003; BOR March 2004; BOR May 2004; BOR October 2004; BOR March 2005; BOR May 2005; BOR June 2005; BOR August 2005; BOR October 2005; BOR August 2006; BOR October 2006; BOR June 2009; BOR August 2009; BOR March-April 2011; BOR December 2011; BOR December 2013; BOR December 2014; BOR June 2015; BOR August 2015; BOR May 2018; [BOR December 2020](#).

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – B (2)
DATE: December 9-10, 2020

SUBJECT

Revisions to BOR Policy 1:5 – Executive Director (First and Final Reading)

CONTROLLING STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

As a result of the elimination of collective bargaining after the passage of [Senate Bill 147](#) during the 2020 Legislative Session, BOR Policy 1:5 is being updated for AAC review to provide clarity to the COHE reference in that it applies to the two special schools (SDSD and SDSBVI). The goal is to take this to the Board of Regents in December 2020 as a first and final reading.

IMPACT AND RECOMMENDATION

Board staff recommends approval.

ATTACHMENTS

Attachment I – Proposed Revisions to BOR Policy 1:5

DRAFT MOTION 20201209_5-B(2):

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 proposed revisions to BOR Policy 1:5, as presented.

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Executive Director

NUMBER: 1:5

A. PURPOSE

To address the appointment of the Executive Director and designate the duties, responsibilities, and authority of the position of Executive Director of the Board of Regents.

B. DEFINITIONS

None

C. POLICY

1. Appointment, Term and Qualifications

The Board of Regents shall appoint an Executive Director of the Board of Regents, who shall be a full-time employee of the Board. The Executive Director shall be responsible to the Board and removable at the pleasure of the Board, shall have a graduate degree from an accredited college or university and shall by training and experience be familiar with the operations and problems of institutions of higher education. The Executive Director shall serve on the basis of an employment contract.

2. Authority and Responsibility

The Executive Director shall carry out the directives of the Board of Regents and shall be under the Board's general jurisdiction and supervision. He or she shall administer the policies of the Board, secure compliance with Board regulations, and advise the Board of problems affecting higher education. The Executive Director may act for the Board to the extent authorized by the Board and shall at all times report such action to the Board.

Any requests or directives by the Executive Director for information or action shall be directed to the president or superintendent of the university or special school who shall receive such request or directive as if it were received directly from the Board of Regents. While the presidents and superintendents report to the Board of Regents, they report to the Board through the Executive Director.

The responsibilities of the Executive Director shall include the following:

- 2.1. Administer the Board Office of the Board of Regents; recruit and select the staff; conduct professional development programs for the staff, evaluate their performance, and maintain an organizational structure in the Office that serves the needs of the System and the Board of Regents.

- 2.2. Preside at meetings of the Council of Presidents and Superintendents.
- 2.3. Coordinate the collective bargaining process for the System.
- 2.4. Serve as arbitrator in the South Dakota School for the Deaf and the South Dakota School for the Blind and Visually Impaired COHE grievances for the System prior to the final stage of submitting a grievance to a hearing officer.
- 2.5. Maintain the Policy Manual for the Board and the Fact Book for the System for the Regents, presidents and superintendents.
- 2.6. Authorize correction of clerical errors in the Policy Manual and updating cross references and references to external authorities; provided that such changes do not effect a substantive change in Board policy.
- 2.7. Compile, distribute and maintain regular and special reports as directed by the Regents.
- 2.8. Review and monitor institutional personnel action requests for compliance with Board policies.
- 2.9. Coordinate the preparation and submission of legislative bills authorized by the Board; monitor the progress of legislation affecting higher education and provide timely reports to the Board and the presidents and superintendents; and present testimony - as authorized by the Board - on legislation that affects the System.
- 2.10. Coordinate the orientation program for new members of the Board.
- 2.11. Coordinate and monitor reciprocity agreements with contiguous states.
- 2.12. Serve as a spokesperson for the accomplishments and needs of public higher education in South Dakota.
- 2.13. Convene System-wide standing committees on behalf of the Board.
- 2.14. In the recruitment and appointment of presidents and superintendents, coordinate the appointment of a search committee, arrange for staffing, and serve as an ex officio member of the committee.
- 2.15. Direct – as required by the Board – and coordinate planning for the System, including the regular review of the missions and programs of the institutions.
- 2.16. Conduct system-wide studies to guide policy decisions of the Board.
- 2.17. Keep the Board informed of developments in the state, the nation, and internationally that could affect the System.
- 2.18. Coordinate the preparation, presentation and accounting of the budget for the System.
- 2.19. Coordinate the activities of the Regents, the presidents and superintendents, and Board staff in relations with state officials.
- 2.20. Receive personnel recommendations from the presidents and superintendents, and place these on the agenda of the Board if they are consistent with Board policy.
- 2.21. Transmit campus operating budgets and appropriation requests to the Board with independent, written recommendations.

- 2.22. Approve and submit to the Board, with recommendations, significant contracts for goods and services, subject to the limits specified in Board policy.

Additional responsibilities may be assigned to the Executive Director by the Board of Regents as required.

3. Emergency Contract Approval

For contracts requiring Board approval pursuant to Board Policy 5:3 or another Board Policy, the Executive Director is authorized to approve any such contract on behalf of the Board in situations where the Executive Director determines that immediate contract approval is necessary as follows:

- 3.1. Contracts that involve a payment or liability by the Board of more than \$50,000 requires the Executive Director to consult with, and obtain the concurrence of, the President of the Board.
- 3.2. Contracts that involve a payment or liability of \$50,000 or less by the Board, may be approved by the Executive Director without consulting with the President of the Board.

4. Curricular Requests

The Executive Director or his/her designee as the System Chief Academic Officer is authorized to approve new courses and substantive course and program modifications subject to Board Policy 2:23. Experimental courses may be offered on campus twice before obtaining Executive Director approval.

5. Delegation of Authority in Employment Actions

Except where exclusively reserved, the Board delegates authority for personnel appointments, terminations, and compensation management to the Executive Director as described below. In fulfilling this responsibility, the Executive Director shall exercise their authority consistent with Board policies and procedures, the South Dakota Civil Service Act and its implementing regulations, or the collective bargaining agreement between the Board and the Council of Higher Education. Notwithstanding this delegation, the Board retains full authority regarding personnel appointments, terminations, and compensation management consistent with the Board's constitutional duty to control the institutions under its governance. The provisions of Section C(5) of this policy will supersede any other inconsistent policy requirements in the Board of Regents policy manual relating to employment actions.

5.1. Delegation to the Executive Director

Except as provided in Section C (5.2), the Executive Director shall have the authority subject to this section to appoint, terminate, manage, supervise, control and determine compensation for the personnel of the Office of the Executive Director.

5.2. Authority Exclusively Reserved to the Board

Board approval is required for:

- 5.2.1. The initial appointment of any employee who reports directly to the Executive Director;

- 5.2.2. The initial appointment of an employee to any position with salary that is greater than or equal to seventy-five percent (75%) of the salary of the applicable Executive Director;
- 5.2.3. Any mid-year, permanent compensation adjustments, outside of salary policy, that are five percent (5%), or greater, for benefit eligible non-faculty exempt employees in the Office of the Executive Director;
- 5.2.4. Annual salary policy increases that are greater than the Board approved salary policy pool by five percent (5%), or more; and
- 5.2.5. The granting of professional development leave for non-faculty employees.

FORMS / APPENDICES:

None

SOURCE:

SDCL 13-49-10; BOR April 1981; BOR February; BOR March 1989; BOR June 1991; BOR January 1996; BOR December 1996; BOR December 1997; BOR August 2014; BOR March 2018; BOR June 2018; BOR May 2020; [BOR December 2020](#).

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – B (3)
DATE: December 9-10, 2020

SUBJECT

Revisions to BOR Policy 1:6 – Appointment, Authority, and Responsibilities of Presidents and Superintendents (First and Final Reading)

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 1:6](#) – Appointment, Authority, and Responsibilities of Presidents and Superintendents

BACKGROUND / DISCUSSION

As a result of the elimination of collective bargaining after the passage of [Senate Bill 147](#) during the 2020 Legislative Session, BOR Policy 1:6 is being updated for AAC review to provide clarity to the COHE reference in that it applies to the two special schools (SDSD and SDSBVI). The goal is to take this to the Board of Regents in December 2020 as a first and final reading.

IMPACT AND RECOMMENDATION

Board staff recommends approval.

ATTACHMENTS

Attachment I – Proposed Revisions to BOR Policy 1:6

DRAFT MOTION 20201209_5-B(3):

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 proposed revisions to BOR Policy 1:6, as presented.

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Appointment, Authority, and Responsibilities of Presidents and Superintendents

NUMBER: 1.6

A. PURPOSE

To address the appointment of a president or superintendent, and to define the primary responsibilities and the authority granted to a president or superintendent by the Board of Regents.

B. DEFINITIONS

1. **Executive Director:** The chief executive officer of the SD Board of Regents.
2. **Institution:** Black Hills State University, Dakota State University, Northern State University, South Dakota School of Mines & Technology, South Dakota State University, South Dakota School for the Blind and the Visually Impaired, State School for the Deaf, and the University of South Dakota.
3. **President:** The chief executive officer of a SD Board of Regents higher education institution.
4. **Superintendent:** The chief executive officer of a SD Board of Regents Special School.

C. POLICY

1. Appointment

The presidents and superintendents shall be appointed by the Board of Regents. The Board may conduct a nation-wide search by utilizing a search and screen committee consistent with Board bylaws. The president or superintendent shall serve on the basis of an employment contract. The presidents and superintendents shall report to the Board of Regents through the executive director.

2. Responsibilities

The president or superintendent of each institution shall be responsible for the administration of the institution and the respective component entities. He or she shall have the following specific responsibilities:

- 2.1. Maintain an effective communications link between the institution and the Board, the Executive Director, other System institutions, and all constituencies at the institutional level, including faculty, students, administrators, employees, alumni, and community.
- 2.2. Provide academic leadership and promote academic excellence at the institution and formulate educational policies and academic standards consistent with Board policy.

- 2.3. Maintain institutional expenditures within the budgetary authorizations and limitations of the Board of Regents and the Legislature.
- 2.4. Recommend budget allocation and apportion funds within allocations.
- 2.5. Assign specific responsibility for coordinating institutional oversight of compliance with pertinent federal, state and Board constitutional rights and limitations, statutes, regulations and policies, including development of implementing institutional policy statements and practices, and including routine training and periodic compliance audits, and generally assure enforcement of policies of the Board of Regents, and the constitutions, statutes and regulations of the State of South Dakota and the United States of America.
- 2.6. Recommend for appointment, tenure, and dismissal all members of academic and non-academic staff in accordance with Board policy and procedures.
- 2.7. Determine the overall administrative organization of the institution and annually present to the Board an outline of the structure noting any recommended changes.
- 2.8. Attend all Council of Presidents and Superintendents meetings unless excused by the Executive Director.
- 2.9. Attend all regular meetings of the Board unless excused by the Executive Director.
- 2.10. Perform such other duties as the Board may from time to time specify.

3. Executive Powers

The executive powers delegated through this section remain subject to such substantive or procedural limitations as may otherwise be established by law or policy. The presidents and superintendents shall have all powers necessary to carry out their executive responsibilities, including, but not limited to, the following:

- 3.1. Organize a structure of academic governance and provide for the establishment, review and assessment of curricula and instruction, of research and scholarly programs and of public service activities.
- 3.2. Provide for the governance of students and for the establishment of programs to address their educational, social, cultural and ethical development within available resources.
- 3.3. Establish regular or special consultative bodies as deemed useful or necessary.
- 3.4. Determine and manage institutional budgets.
- 3.5. Expend monies and enter into contracts.
- 3.6. Acquire, preserve, register, manage, lease, license or assign institutional properties, including intellectual properties, within the limits of state law and Board policy; and provide assurance of right or of title or make such similar undertakings as may be customarily incidental to the diligent management of such properties.
- 3.7. Recommend the hiring, promotion and termination of employees to the Board, pursuant to Section C(4) of this policy.

- 3.8. Assign, transfer, evaluate and discipline employees and investigate and adjust grievances.
- 3.9. Participate on behalf of the institution in the activities of affiliated organizations.
- 3.10. Determine and present official institutional positions, policies and practices.
- 3.11. Preside at all general faculty meetings or delegate that function to another member of the administration or faculty.

4. Delegation of Authority in Employment Actions

Except where exclusively reserved, the Board delegates authority for personnel appointments, terminations, and compensation management to the presidents and superintendent as described below. In fulfilling this responsibility, the presidents and superintendents shall exercise their authority consistent with Board policies and procedures, the South Dakota Civil Service Act and its implementing regulations, and the collective bargaining agreement between the Board and the Council of Higher Education (for the South Dakota School for the Deaf and the South Dakota School for the Blind and Visually Impaired). Notwithstanding this delegation, the Board retains full authority regarding personnel appointments, terminations, and compensation management consistent with the Board's constitutional duty to control the institutions under its governance. The provisions of Section C(4) of this policy will supersede any other inconsistent policy requirements in the Board of Regents policy manual relating to employment actions.

4.1. Delegation to Presidents and Superintendents

Except as provided in Section C (4.2), the president or superintendent shall have the authority, subject to this section, to appoint, terminate, manage, supervise, control and determine compensation for the personnel of the institution.

4.2. Authority Exclusively Reserved to the Board

Board approval is required for:

- 4.2.1. The initial appointment of any employee who reports directly to the president or superintendent;
- 4.2.2. The initial appointment of an employee to any position with salary that is greater than or equal to seventy-five percent (75%) of the salary of the applicable president or superintendent;
- 4.2.3. The appointment of any coach or athletic director that has a term greater than one year;
- 4.2.4. Any mid-year, permanent compensation adjustments that are five percent (5%), or greater, for benefit eligible non-faculty exempt employees and faculty members;
- 4.2.5. Annual salary policy increases that are greater than the Board approved salary policy pool by five percent (5%), or more; and

- 4.2.6. Any employment action that requires Board action or approval pursuant to the South Dakota School for the Deaf and the South Dakota School for the Blind and Visually Impaired collective bargaining agreement;
- 4.2.7. The awarding of promotion and tenure, approving prior service credit, sabbatical, faculty member improvement and career redirection leave;
- 4.2.8. Extending the maximum periods of time allowed for progress towards promotion to associate professor and the award of tenure;
- 4.2.9. Granting exceptions to minimum rank qualifications and promotion eligibility criteria; and
- 4.2.10. The granting of professional development leave for non-faculty exempt employees.

5. Provisional Delegation of Authority in Matters Relating to Governance, Discipline and Grievances

The South Dakota Supreme Court, in *Worzella v. Board of Regents of Education*, 77 S.D. 447, 93 N.W.2d 411 (S.D. 1958), held that the South Dakota Constitution limits the Board's power of delegation. The Board may only delegate provisional authority to its subordinates. The court has decided that the Board can neither authorize nor adopt policies that create procedural bars to Board consideration of a matter. Nor can the Board vest a delegatee with the power to prevent the Board from taking up a matter that it deems of public interest.

The court has also held that the legislature may limit the Board's power over certain aspects of certain employment relations. It upheld the Civil Service Act and the Public Employees' Unions Act as legitimate exercises of legislative power, notwithstanding the fact that the acts remove certain employment decisions from final Board action. *South Dakota Board of Regents v. Meister*, 309 N.W.2d 121 (S.D. 1981); *South Dakota Board of Regents v. Meierhenry*, 351 N.W.2d 450 (S.D. 1984).

- 5.1. In order to give effect to the constitutional limitations described in *Worzella*, the delegation of authority provided in this policy shall be understood to be provisional in the following sense.
 - 5.1.1. The authority vested in chief executive officers must, at all times, be exercised in a manner that is consistent with Board policy.
 - 5.1.2. Except as provided in section 5.1.3 below, the authority to take binding action without specific prior Board approval is subject to the condition that the Board may require that a matter be forwarded to it for review.
 - 5.1.2.1. Such a review shall not ordinarily result in a modification of an action that has created third party rights, but the Board may direct that such responsive measures be taken as it deems necessary.
 - 5.1.2.2. Where the action in question relates to the implementation of Board policy involving governance, discipline or grievances, the Board may reconsider the matter. Ordinarily, the Board's review of the final decision reached by the president or superintendent pursuant to this policy will be limited

to determining whether (i) any material decisions lack substantial support in the record, and (ii) any procedural errors materially impact the integrity of the decision. In the context of a disciplinary action or a grievance, the Board may:

- 5.1.2.2.1. Accept the factual findings that were reached below and accept the conclusions drawn from those facts and the action taken on their basis; or
- 5.1.2.2.2. Accept the factual findings that were reached below, but modify the conclusions drawn from those facts or the action taken on their basis; or
- 5.1.2.2.3. Reject the factual findings that were reached below and hold new hearings, upon due notice, to reconsider the matter in its entirety.
- 5.1.3. Nothing herein shall be interpreted to modify the procedural requirements of regulations or agreements duly adopted pursuant to the Civil Service Act or the Public Employees' Unions Act.
- 5.2. Presidents or superintendents may delegate provisionally to their subordinates or to such administrative or consultative bodies as they may establish from time to time the authority that the Board has delegated to them.
 - 5.2.1. A provisional delegation of authority by a president or superintendent shall be understood to authorize only actions that are consistent with Board policy and with institutional policies previously approved by the president or superintendent.
 - 5.2.2. The authority to take binding action without specific prior approval by the president or superintendent approval is subject to the condition that the president or superintendent may require that a matter be forwarded for his/her review.
 - 5.2.3. Where the action undertaken with delegated authority involves the implementation of Board or institutional policy involving governance, discipline or grievances, the president or superintendent may reconsider the matter anew.
 - 5.2.3.1. In the context of a disciplinary action or a grievance, the president or superintendent may:
 - 5.2.3.1.1. Accept the factual findings that were reached below and accept the conclusions drawn from those facts and the action taken on their basis; or
 - 5.2.3.1.2. Accept the factual findings that were reached below, but modify the conclusions drawn from those facts or the action taken on their basis; or
 - 5.2.3.1.3. Reject the factual findings that were reached below, and hold new hearings, upon due notice, to re-examine the matter in its entirety.
 - 5.2.4. Nothing herein shall be interpreted to modify the procedural requirements of regulations or agreements duly adopted pursuant to the Civil Service Act or the Public Employees' Unions Act.

6. Acting President or Superintendent

Each president and superintendent shall designate a staff member to act in his or her place when he or she is outside the state, otherwise not reasonably accessible or subject to temporary illness or disability. Each president and superintendent shall provide the Executive Director an updated succession plan on an annual basis.

7. Evaluation

Presidents and superintendents shall be evaluated at least annually by the Board in a format and setting determined by the Board.

FORMS / APPENDICES:

None

SOURCE:

BOR June 1974; BOR August 1979; BOR April 1992; BOR March 1993; BOR January 1996; BOR June 2015, BOR March 2018; BOR June 2018; BOR December 2020.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – C
DATE: December 9-10, 2020

SUBJECT

New Site: SDSU A.S. & B.S. in Respiratory Care (Monument Health – Rapid City)

CONTROLLING STATUTE, RULE, OR POLICY

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

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

BACKGROUND / DISCUSSION

South Dakota State University (SDSU) requests approval to offer both the A.S. and B.S. in Respiratory Care at Monument Health – Rapid City. The degree is currently authorized to be delivered in Sioux Falls. The Rapid City site was initially authorized by SDBOR, but was terminated in 2017 for unknown reasons.

IMPACT AND RECOMMENDATION

This request will likely attract new students to the program, as there is a high demand for respiratory therapists throughout the U.S., and offering this degree in Rapid City will help meet this need in the state. SDSU anticipates 13 new graduates from the new site within four years.

The university requests no new resources.

Board office staff recommends approval to offer the degrees at Monument Health – Rapid City.

ATTACHMENTS

Attachment I – New Site Request Form: SDSU A.S. & B.S. in Respiratory Care

DRAFT MOTION 20201209_5-C:

I move to approve SDSU's new site proposal to offer the A.S. & B.S. in Respiratory Care at Monument Health – Rapid City.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

New Site Request

UNIVERSITY:	SDSU
DEGREE(S) AND PROGRAM:	Respiratory Care (A.S. & B.S.)
NEW SITE(S): <i>Include address of new physical locations. Delivery methods are defined in AAC Guideline 5.5.</i>	Monument Health 353 Fairmont Blvd Rapid City, SD
INTENDED DATE OF IMPLEMENTATION:	Spring 2021
CIP CODE:	51.0908
UNIVERSITY DEPARTMENT:	Allied & Population Health
BANNER DEPARTMENT CODE:	SAPH
UNIVERSITY DIVISION:	College of Pharmacy & Allied Health Professions
BANNER DIVISION CODE:	3P

☒ **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

9/25/2020

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. and B.S. in Respiratory Care in Rapid City. The Respiratory Care degrees are currently authorized to be delivered in Sioux Falls. The Rapid City site was initially authorized by the South Dakota Board of Regents in 1992 for the A.S. and 2004 for the B.S. but was terminated in 2017 for unknown reasons. In order to meet the demand for respiratory therapists, South Dakota State University is requesting that the Rapid City site be added back to the list of approved sites. Demand for respiratory therapists throughout the United States is high. According to the Bureau of Labor Statistics, demand for respiratory therapists is growing much faster than

average, with 21% projected growth between 2018 and 2028.¹ Demand for respiratory therapists in South Dakota is also high. The Director of Respiratory Care at Monument Health states that the department has an average vacancy rate of 5%. Offering the Respiratory Care program in both Sioux Falls and Rapid City is critical to meeting the need for respiratory therapists in the state and nation.

Coursework and clinical experiences for the Rapid City site will be offered at Monument Health in Rapid City or online. Students can complete general education requirements online or at physical locations in Rapid City – BHSU Rapid City or the South Dakota School of Mines and Technology. The University does not request new state resources or new student fees to support delivery in Rapid City.

- 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.**

No other Regental universities offer respiratory care programs.

- 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 (replace “XX” in the table with the appropriate year).**

The Respiratory Care program has authorization from the specialty accrediting body Commission on Accreditation for Respiratory Care (CoARC) to offer 8 spots at the Rapid City location in the A.S. degree. Each year 4-5 students continue in the program to pursue their bachelor’s degree.

The first fall and spring semesters of the A.S. program are spent completing general education requirements. After the student’s first year’s classes are completed, the student has class and clinical experiences at the primary clinical affiliate hospitals (Avera McKennan and Sanford Hospitals in Sioux Falls or Monument Health Rapid City). Following completion of the A.S. portion, students can complete the B.S. degree (third and fourth year).

	Fiscal Years*			
	1 st	2 nd	3 rd	4 th
<i>Estimates</i>	FY 22	FY 23	FY 24	FY 25
Students new to the university	12	12	13	13
Students from other university programs	0	0	0	0
=Total students in the program at the site	12	16	16	17
Program credit hours (major courses)**	336	360	372	372
Graduates	12	12	13	13

*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.

¹ <https://www.bls.gov/ooh/healthcare/respiratory-therapists.htm>

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

No impact on existing Regental programs is anticipated.

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.

Respiratory Care (A.S.)	Credit hours	Credit hours currently available from this university at this site	Credit hours currently available from other universities available at this site	Credit hours currently available online	Credit hours new to this university
System General Education Requirements	17	0	17	17	0
<i>Subtotal, Degree Requirements</i>	17	0	17	17	0
Major Requirements	51	39	0	12	0
<i>Subtotal, Requirements of the Proposed Major</i>	51	39	0	12	0
Free Electives	0	0	0	0	0
<i>Total, Degree with Proposed Major</i>	68				

Requirements for Respiratory Care (A.S.)

System General Education Requirements

- Goal #1 Written Communication: ENGL 101 Composition I Credits: 3
- Goal #2 Oral Communication: SGR #2 Elective Credits: 3
- Goal #5 Mathematics: MATH 114 College Algebra Credits: 3
- Goal #6 Natural Sciences: BIOL 151-151L General Biology I & Lab Credits: 4 and CHEM 106-106L Chemistry Survey & Lab Credits: 3, 1 or CHEM 112-112L General Chemistry I & Lab Credits: 3, 1

Major Requirements

- BIOL 221-221L Human Anatomy and Lab Credits: 4
- CSC 105 Introduction to Computers Credits: 3
- HIM 130 Basic Medical Terminology Credits: 2
- RESP 105 Respiratory Care Physical Science Credits: 3
- RESP 110 Introduction to Respiratory Care Credits: 6
- RESP 150 Clinical Experience I Credits: 6
- RESP 180 Pathophysiology for Respiratory Care Credits: 3
- RESP 210 Respiratory Critical Care Credits: 5
- RESP 250 Clinical Experience II Credits: 5
- RESP 310 Advanced Respiratory Care Credits: 4
- RESP 350 Clinical Experience III Credits: 5

- RESP 355 Respiratory Care in Clinical Medicine Credits: 3
- RESP 395 Practicum Credits: 2

Total Credit Hours Required: 68 credits

	Credit hours	Credit hours currently available from this university at this site	Credit hours currently available from other universities available at this site	Credit hours currently available online	Credit hours new to this university
Respiratory Care (B.S.)					
System General Education Requirements	32	0	32	32	0
<i>Subtotal, Degree Requirements</i>	32	0	32	32	0
Major Requirements	82	39	4	43	0
<i>Subtotal, Requirements of the Proposed Major</i>	82	39	0	12	0
Free Electives	6	0	6	6	0
<i>Total, Degree with Proposed Major</i>	120				

Requirements for Respiratory Care (B.S.)

System General Education Requirements

- Goal #1 Written Communication: ENGL 101 Composition I Credits: 3 and ENGL 201 Composition II Credits: 3
- Goal #2 Oral Communication: SGR #2 Elective Credits: 3
- Goal #3 Social Sciences/Diversity: PSYC 101 General Psychology Credits: 3 and SGR #3 Elective Credits: 3
- Goal #4 Arts and Humanities/Diversity: SGR #4 Electives Credits: 6
- Goal #5 Mathematics: MATH 114 College Algebra Credits: 3
- Goal #6 Natural Sciences: BIOL 151-151L General Biology I & Lab Credits: 4 and CHEM 106-106L Chemistry Survey & Lab Credits: 3, 1 or CHEM 112-112L General Chemistry I & Lab Credits: 3, 1

Major Requirements

- BIOL 221-221L Human Anatomy and Lab Credits: 4
- CSC 105 Introduction to Computers Credits: 3
- CIS 206 Advanced Applications: Word Credits: 1
- CIS 207 Advanced Applications: Spreadsheets Credits: 1
- CIS 208 Advanced Applications: Database Credits: 1
- CIS 123 Problem Solving and Programming Credits: 3
or CSC 130 Visual Basic Programming Credits: 3
or CSC 150 Computer Science I Credits: 3
- HIM 130 Basic Medical Terminology Credits: 2
- MICR 231-231L General Microbiology and Lab Credits: 4
- NURS 322 Pharmacology Credits: 3
- RESP 105 Respiratory Care Physical Science Credits: 6

- RESP 110 Introduction to Respiratory Care Credits: 6
- RESP 150 Clinical Experience I Credits: 6
- RESP 180 Pathophysiology for Respiratory Care Credits: 3
- RESP 210 Respiratory Critical Care Credits: 5
- RESP 250 Clinical Experience II Credits: 5
- RESP 310 Advanced Respiratory Care Credits: 4
- RESP 350 Clinical Experience III Credits: 5
- RESP 355 Respiratory Care in Clinical Medicine Credits: 3
- RESP 395 Practicum Credits: 2
- RESP 440 Ethics for Health Professionals Credits: 4
- RESP 460 Current Issues in Respiratory Care Credits: 4
- RESP 495 Practicum Credits: 3
- Advanced level BIOL or science course Credits: 4

Electives Credits: 6

Total Credit Hours Required: 120 credits

The Respiratory Care major courses are delivered via a combination of online courses and face-to-face lecture and clinical courses at Monument Health. Students can complete the system general education requirements, supporting courses, and electives via distance education or at physical locations in Rapid City – BHSU or the South Dakota School of Mines and Technology.

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

Students will have timely access to faculty and academic support services for help with their academic concerns and problems regardless of location of instruction. The Respiratory Care Program Director is located at Monument Health in Rapid City, and the program has one additional faculty member at the Rapid City site. Faculty in Sioux Falls are also available to assist students. The Office of Student Services for the College of Pharmacy and Allied Health Professions offers virtual office hours for students at remote locations. Students have online access to resources through Briggs Library and the Wegner Health Science Information Center. Technical support services are available to students via phone and e-mail. Students also have access to academic support services such as the writing center remotely.

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).

The A.S. in Respiratory Care is accredited by the Commission on Accreditation for Respiratory Care (CoARC). The program has approval by the accrediting body to offer the A.S. in Rapid City.

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

The program has prior approval for an exception on the number of general education credits required to obtain the A.S. degree. This exception was based on the number of courses required by accreditation standards. No curriculum modifications are proposed for the Rapid City site.

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.

The College of Pharmacy and Allied Health Professions does not request additional state resources to support delivery of the respiratory care program (AS and BS) in Rapid City. State-support tuition and discipline fees generated for this offering will adequately fund the program. Because all courses are already being delivered at the partnering sites in Sioux Falls, a budget is not provided. Growth (personnel) will be covered through state-support tuition and discipline fees. The estimated revenue is between \$100,000 to \$150,000 with an enrollment of 8 students each year. Per accreditation standards (CoARC), the program is only allowed to accept up to 8 students in the second year professional courses at the Rapid City site.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – D (1)
DATE: December 9-10, 2020

SUBJECT

New Program: SDSU Minor in Early Childhood Education

CONTROLLING STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

South Dakota State University (SDSU) requests authorization to offer a minor in Early Childhood Education to address a critical need in preparing individuals to appropriately care for and educate children and create programs for children and families. These individuals need a strong knowledge base in child development, must be prepared to communicate with diverse families and children, and develop skills to work with young children and families in a variety of settings. .

The proposed curriculum includes coursework that is grounded in theory and research in the field and supported by the standards of the Council for Accreditation of Educator Preparation (CAEP) and the National Association for the Education of Young Children (NAEYC) as well as the South Dakota Department of Education Early Childhood Education minor requirements.

The proposed program will prepare professionals to work in formal and informal settings with young children in order to assist their cognitive, physical, emotional, and social development. Program content also includes the theory and practice of working with families.

IMPACT AND RECOMMENDATION

SDSU currently offers the B.S. in Early Childhood Education.

SDSU requests no new resources and needs no new courses to offer the minor.

Board office staff recommends approval of the program.

ATTACHMENTS

Attachment I – New Program Request Form: SDSU – Minor in Early Childhood Education

DRAFT MOTION 20201209_5-D(1):

I move to authorize SDSU to offer a minor in Early Childhood Education, on campus and online.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

New Baccalaureate Degree Minor

UNIVERSITY:	SDSU
TITLE OF PROPOSED MINOR:	Early Childhood Education
DEGREE(S) IN WHICH MINOR MAY BE EARNED:	Any
EXISTING RELATED MAJORS OR MINORS:	Early Childhood Education (B.S.)
INTENDED DATE OF IMPLEMENTATION:	2021-2022 Academic Year
PROPOSED CIP CODE:	13.1210
UNIVERSITY DEPARTMENT:	Teaching, Learning, & Leadership
BANNER DEPARTMENT CODE:	STLL
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 2.8](#), 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

9/23/2020

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.

N/A
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.

There is a growing need for individuals who work with children in various settings to have a better understanding of child and family development and how to apply this knowledge to

work settings with young children. Staff in childcare settings, non-profit agencies, and health and human service organizations are in need of professional development in this area. Additionally, elementary and secondary educators are also asking for further training in child and human development. This is an area of continuing education that is in high demand by teachers who are obtaining credits for certification renewal. A minor in Early Childhood Education would meet a critical need in helping qualified professionals increase their understanding in caring for and educating children across South Dakota and the nation. It is imperative for individuals who work with children and families to have a strong understanding of how children develop and progress and, be prepared to design and deliver developmentally appropriate curriculum and teaching strategies.

4. How will the proposed minor benefit students?

Students who seek to obtain professional positions that impact young children and families will benefit from completing the minor as they will have a better understanding of children's development, family needs and support, and how to work with young children. The minor is expected to appeal to students majoring in Human Development and Family Studies, Sport and Recreation Management, Nutrition and Dietetics, Community and Public Health, Theatre, Journalism, Sociology, Psychology, and secondary education programs. For example, students seeking a Sport and Recreation Management major may want to obtain this minor to better understand how to appropriately plan, design, and build recreational areas and materials for young children and their families. In addition, elementary educators may want to obtain this minor if they are working in junior kindergarten through 3rd grade settings, to better understand children's overall development and behavior and to complete required credits for teacher certification renewal.

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.

South Dakota Labor statistics (May 2020) indicate there were 31 unfilled childcare positions in SD that require training in early childhood education.¹ This does not include other positions that may also need training including social service workers, kindergarten teachers, dietitians, and others who work directly with children. For future projections, in South Dakota alone, there will be 60 teacher assistants, 26 preschool teachers, 79 elementary teachers, 12 kindergarten teachers, and 13 child, family, and school social workers who may require knowledge in Early Childhood Education.² This number grows when careers in other related fields such as nursing, health and human services, sport and recreation are included.

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

The estimates below were developed based on approximately 2% of students interested in working with children indirectly and directly who are majoring in Human Development and Family Studies (212), Nutrition and Dietetics (82), Sport and Recreation Management (82),

¹ South Dakota Department of Labor & Regulation. (May 8, 2020). Search for Childcare needs. Retrieved from <https://www.southdakotaworks.org/vosnet/jobbanks/joblist.aspx>

² South Dakota Department of Labor & Regulation. (May 8, 2020). Occupational Short-Term (2019-2021) employment projection for statewide SD. (Excel document) Retrieved from https://dlr.sd.gov/lmic/menu_projections_occupation.aspx

and Psychology (306) for the 2nd and 3rd years. The number will increase as other majors identify the benefit of adding this minor.

	Fiscal Years*			
	1 st	2 nd	3 rd	4 th
<i>Estimates</i>	FY 20	FY 21	FY 22	FY 23
Students enrolled in the minor (fall)	5	12	15	18
Completions by graduates	0	5	12	15

*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.

A minor in Early Childhood Education addresses a critical need in preparing individuals to appropriately care for and educate children and create programs for children and families. These individuals need a strong knowledge base in child development, must be prepared to communicate with diverse families and children, and develop skills to work with young children and families in a variety of settings.

The proposed curriculum includes coursework that is grounded in theory and research in the field and supported by the standards of the Council for Accreditation of Educator Preparation (CAEP) and the National Association for the Education of Young Children (NAEYC) as well as the South Dakota Department of Education Early Childhood Education minor requirements.

The proposed program will prepare professionals to work in formal and informal settings with young children in order to assist their cognitive, physical, emotional, and social development. Program content also includes the theory and practice of working with families.

Students who plan to obtain this minor will need to be a degree-seeking student at SDSU or another SDBOR institution.

The proposed Early Childhood Education minor incorporates courses that are already being taught on campus and online. The minor addresses each of the following student learning outcomes as outlined by the National Association for the Education of Young Children (NAEYC).

Standard 1. Promoting child development and learning

1a: Knowing and understanding young children's characteristics and needs, from birth through Age 8.

1b: Knowing and understanding the multiple influences on early development and learning.

Standard 2. Building family and community relationships

2a: Knowing about and understanding diverse family and community characteristics.

Standard 3. Observing, documenting, and assessing to support young children and families

3a: Understanding the goals, benefits, and uses of assessment – including its use in development of appropriate goals, curriculum, and teaching strategies for young children.

Standard 4. Using developmentally effective approaches

- 4a: Understanding positive relationships and supportive interactions as the foundation of their work with young children.
- 4b: Knowing and understanding effective strategies and tools for early education, including appropriate uses of technology.

Standard 5. Using content knowledge to build meaningful curriculum

- 5b: Knowing and using the central concepts, inquiry tools, and structures of content areas or academic disciplines.

Standard 6. Becoming a professional

- 6b: Knowing about and upholding ethical standards and other early childhood professional guidelines.

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

A. Distribution of Credit Hours

Early Childhood Education Minor	Credit Hours	Percent
Requirements in minor	18	100%
Electives in minor	0	0%
Total	18	100%

B. Required Courses in the Minor

Prefix	Number	Course Title	Prerequisites for Course <i>Include credits for prerequisites in subtotal below.</i>	Credit Hours	New (yes, no)
ECE	240	Child Development I: Prenatal to Age 2	N/A	3	No
ECE	241	Child Development II: 3 to 8 Years	N/A	3	No
ECE	296	Field Experience	N/A	1	No
ECE	321	Learner Centered Assessment	N/A	3	No
ECE	360-360L	Play and Inquiry & Lab	N/A	3, 1	No
HDFS	241	Family Relations	N/A	3	No
Subtotal				18	

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

In the Early Childhood Education minor, students will:

- Standard 1. Promoting child development and learning (ECE 240, 241, 296)
- Standard 2. Building family and community relationships (ECE 240, 241, HDFS 241)
- Standard 3. Observing, documenting, and assessing to support young children and families (ECE 360, 321, HDFS 241)
- Standard 4. Using developmentally effective approaches (ECE 360)
- Standard 5. Using content knowledge to build meaningful curriculum (ECE 360)
- Standard 6. Becoming a professional (ECE 360, 296)
- Standard 7. Early childhood field experiences (ECE 296)

Individual Student Outcome	Program Courses that Address the Outcomes					
	ECE 240	ECE 241	ECE 360	ECE 321	HDFS 241	ECE 296
Standard 1. Promoting child development and learning	X	X				X
Standard 2. Building family and community relationships	X	X			X	
Standard 3. Observing, documenting, and assessing to support young children and families			X	X	X	
Standard 4. Using developmentally effective approaches			X			X
Standard 5. Using content knowledge to build meaningful curriculum			X	X		
Standard 6. Becoming a professional			X			X
Standard 7. Early childhood field experiences						X

10. What instructional approaches and technologies will instructors use to teach courses in the minor?

Instructional methods include the online management system (D2L), group discussions, Web 2.0 tools, applied projects, experiential learning, lectures, guest speakers and other active learning strategies.

11. Delivery Location

Note: The accreditation requirements of the Higher Learning Commission (HLC) require Board approval for a university to offer programs off-campus and through distance delivery.

- A. Complete the following charts to indicate if the university seeks authorization to deliver the entire program on campus, at any off campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire program through distance technology (e.g., as an online program)?**

	Yes/No	Intended Start Date
On campus	Yes	2021-2022 Academic Year

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

	Yes/No	If Yes, identify delivery methods Delivery methods are defined in AAC Guideline 5.5 .	Intended Start Date
Distance Delivery (online/other distance delivery methods)	Yes	015 - Internet Asynchronous—Term Based Instruction	2021-2022 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		

- 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.**

There will be no additional costs associated with the proposed minor as the courses are already offered. Library and or departmental resources are adequate.

- 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 (place an "X" in the appropriate box).**

☐ YES,

the university is seeking approval of new courses related to the proposed program in conjunction with program approval. All New Course Request forms are included as Appendix C and match those described in section 7.

☒ NO,

the university is not seeking approval of all new courses related to the proposed program in conjunction with program approval; the institution will submit new course approval requests separately or at a later date in accordance with Academic Affairs Guidelines.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – D (2)
DATE: December 9-10, 2020

SUBJECT

New Program: USD AS in Applied Health Sciences

CONTROLLING STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

The University of South Dakota (USD) requests authorization to offer an Associate of Science (AS) in Applied Health Sciences. The Applied Health Sciences program is designed for students who plan to pursue a health sciences career program at the baccalaureate level, and all degree credit hours will be stackable into bachelor's programs in the health sciences field.

IMPACT AND RECOMMENDATION

USD requests authorization to offer the program on the Vermillion campus and at the Community College for Sioux Falls. Currently, the A.S. in Applied Health Sciences is offered by BHSU at BHSU – Rapid City, and USD intends to duplicate the program in order to serve the eastern side of the state.

USD does not request new State resources, as USD already offers all courses in the proposed program, both on campus and at CCSF. The University anticipates 30 students in the program and 20 graduates within four years.

Board office staff recommends approval of the program.

ATTACHMENTS

Attachment I – New Program Request Form: USD – AS in Applied Health Sciences

DRAFT MOTION 20201209_5-D(2):

I move to authorize USD to offer the Associate of Science (AS) in Applied Health Sciences as presented, including authorization for delivery at the Community College for Sioux Falls.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS New Undergraduate Degree Program

UNIVERSITY:	USD
MAJOR:	Applied Health Sciences
EXISTING OR NEW MAJOR(S):	existing
DEGREE:	Associate of Science
EXISTING OR NEW DEGREE(S):	Existing
INTENDED DATE OF IMPLEMENTATION:	Fall 2021
PROPOSED CIP CODE:	26.0101
SPECIALIZATIONS: <i>Note: If the new proposed program includes specific specializations within it, complete and submit a New Specialization Form for each proposed specialization and attach it to this form. Since specializations appear on transcripts, they require Board approval.</i>	N/A
IS A SPECIALIZATION REQUIRED (Y/N):	No
DATE OF INTENT TO PLAN APPROVAL: N/A	10/5/2020
UNIVERSITY DEPARTMENT:	Public Health and Health Sciences [UHSC]
UNIVERSITY DIVISION:	School of Health Sciences [2H]

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

- The individual preparing this request has read [AAC Guideline 2:9](#), which pertains to new undergraduate degree program 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

Date

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

University of South Dakota requests authorization to offer an Associate of Science in Applied Health Science degree. The program is designed for the students who plan to pursue a health sciences career program at the baccalaureate level. All the degree credit hours will be stackable into bachelor's programs in health sciences field.

USD requests authorization to deliver the program at the Community College for Sioux Falls to serve the students from the region who want to take a first step toward a health science baccalaureate program.

The University does not intend to request new State resources or fees to implement the program. The program will use all existing courses that are already offered in Sioux Falls.

According to the [2019 National Health Index](#), Sioux Falls ranked 14th out of the top 100 cities in leading the way in health care. University of South Dakota contributes to the health care workforce in South Dakota as we have the SDBOR only School of Health Sciences. This program will be pathway for students to get into the health care field.

2. How does the proposed program relate to the university's mission and strategic plan, and to the current Board of Regents Strategic Plan 2014-2020?

The proposed A.S. in Applied Health Sciences program is supportive of and consistent with the mission of the University of South Dakota and the School of Health Sciences. The University of South Dakota was established by the legislature to meet the needs of the state and region by providing undergraduate and graduate programs in the sciences and health sciences among other areas of study.

USD has the only School of Health Sciences in the SDBOR system. The program specifically addresses key aspects of the School of Health Science's mission by:

1. Establishing a curriculum to prepare graduates for interprofessional, collaborative practice that meets the public health workforce needs of the region, and innovatively moves health and human services forward.
2. Promoting 'innovative, interprofessional education for professionals who will be serving the needs of the public, especially those in rural, medically underserved and health care shortage areas.'

This program will support the SDBOR strategic goals and State of SD initiatives by increasing the number of graduates for the University and addressing workforce needs.

3. Describe the workforce demand for graduates of the program, including national demand and demand within South Dakota.

According to the [U.S. Bureau of Labor Statistics](#), nationally employment in healthcare occupations is projected to grow 15 percent from 2019 to 2029, much faster than the average for all occupations, adding about 2.4 million new jobs.

According to the [South Dakota Department of Labor](#), projections indicate an added 7,100 new jobs in health care by 2028.

Headcounts in specific courses at CCSF included in this program from 2015FA to 2020FA-Note that 2020SP was different related to COVID-19:

Section	Title	15FA	16SP	16FA	17SP	17FA	18SP	18FA	19SP	19FA	20SP	20FA
CHEM 106	Chemistry Survey	61	35	59	49	49	47	54	44	31		36
CHEM 112	General Chemistry I	20	15	30		35		43		16		18
HLTH 422	Nutrition*											18
HSC 250	Healthcare Terminology in the Clinical Setting						32		18	7	16	
PHGY 220	Human Anatomy & Physiology I	14	16	21	32	20	17	20	21	14	9	9
PHGY 230	Human Anatomy & Physiology II	16	12	6	15	23	12	14	11	15	10	5
PSYC 321	Human Development: Lifespan	16	6	18	12	22	13	17	8	13		23
PSYC 451	Psych of Abnormal Behavior	12		10			33		31		22	

**HLTH 422 is a new offering at CCSF as of Fall 2020 and will be offered both FA/SP*

4. How will the proposed program benefit students?

USD averages 750 pre-health sciences students each year. This degree will provide students with a stackable credential as they are moving through health sciences programs. There are many options for students and this applied health sciences degree is the first step in the pathway. The program will prepare students for admission to baccalaureate health sciences programs. USD is currently working on articulation agreements or pathway programs to give students a clear and direct pathway to a career.

5. Program Proposal Rationale:

A. If a new degree is proposed, what is the rationale?

No new degree is proposed. The major will be offered within the existing Associate of Science program.

B. What is the rationale for the curriculum?

The A.S. in Applied Health Sciences curriculum consists of pre-requisite coursework that students take before applying to health sciences baccalaureate programs. The motivation for the Applied Health Sciences curriculum is to create courses that allow students to see that there are no boundaries and will give the students freedom and curiosity to explore outside of the traditional framework of health sciences. The rationale is to make sure students are on track for success when they graduate from the University of South Dakota and will add value to the workplace.

C. Demonstrate/provide evidence that the curriculum is consistent with current national standards.

The A.S. in Applied Health Sciences curriculum, currently offered by Black Hills State University at the University Center in Rapid City, is consistent with the national standards. USD will duplicate this program. According to the Association for Schools of Allied Health, allied health educational programs seek to prepare competent allied health professionals and leaders for practice across multiple health care settings. Strong science preparatory curriculum is consistent with the education recommendations by the [Association for Schools of Allied Health](#), of which USD's School of Health Sciences is a member institution. In addition, the coursework meets the foundational requirements for entrance into USD's fully accredited Bachelor of Science in Nursing program.

D. Summary of the degree program (complete the following tables):

Associate of Science in Applied Health Science degree	Credit Hours	Credit Hours	Percent
System General Education Requirements	24 (-6)		
Subtotal, Degree Requirements		24 (-6)	40%
Required Support Courses (not included above)	0		
Major Requirements	15		
Major Electives	10-11		
Subtotal, Program Requirements		28-29	45%
Free Electives		13-14	15%
Degree Total		60	100%

Major Requirements

Prefix	Number	Course Title	Credit Hours	New (yes, no)
PHGY	220 and 220L	Human Anatomy and Integrated Physiology I and laboratory	4	No
PHGY	230 and 230L	Human Anatomy and Integrated Physiology II and laboratory	4	No
MICR	230 and 232	Basic Microbiology and Basic Microbiology lab (online)	3+1	No
PSYC	321	Human Development: Lifespan	3	No
HLTH	422	Nutrition	3	No
HSC	262	Health Careers Exploration	3	No
Take one of the following Chemistry class/lab combinations:				
CHEM	106 plus 106L	Chemistry Survey and Chemistry Survey Lab	3+1	No
	OR 112 plus 112L	General Chemistry I and General Chemistry Lab	3+1	
Take one of the following (with lab if applicable):				
HSC	250	Healthcare Terminology in the Clinical Setting	3	No
CHEM	107 plus 107L	Organic and biochemistry Survey and Organic and biochemistry Survey Lab	3+1	No
	OR 114 plus 114L	General Chemistry II and General Chemistry II Lab	3+1	
PSYC	451	Psychology of Abnormal Behavior	3	No
Subtotal			28-29	

Major Electives: List courses available as electives in the program. Indicate any proposed new courses added specifically for the major. N/A

Students will be encouraged to take the following general education courses: ENGL 101, ENGL 201, SPCM 101, MATH 103 or 114, PSYC 101, SOC 100, ENGL 210, and PHIL 220.

6. Student Outcomes and Demonstration of Individual Achievement**A. What specific knowledge and competencies, including technology competencies, will all students demonstrate before graduation?**

All students will be able to demonstrate the following knowledge and competencies:

1. Students will be able to apply scientific critical thinking to analyzing health care situations.
2. Students will apply biological and chemical concepts to advanced coursework in health care and clinical practice.
3. Students will be able to understand, interpret and converse in scientific and healthcare language.

Individual Student Outcome (Same as in the text of the proposal)	Program Courses that Address the Outcomes						
	PHGY 220 and 220L	PHGY 230 and 230L	MICR 230 and 232	CHEM 106 and 106L or CHEM 112 and 112L	HLTH 422 and PSYC 321	HSC 250 OR PSYC 451 OR CHEM 107/114 or 107L/114L	HSC 262
Apply scientific critical thinking to analyzing health care situations.	X	X	X	X	X		
Apply biological and chemical concepts to advanced coursework in health care and clinical practice.	X	X	X	X	X		
Interpret and converse in scientific and healthcare language	X	X				X	X

B. Are national instruments (i.e., examinations) available to measure individual student achievement in this field? If so, list them.

There are not any national examinations in this degree program.

C. How will individual students demonstrate mastery? Describe the specific examinations and/or processes used, including any external measures (including national exams, externally evaluated portfolios, or student activities, etc.). What are the consequences for students who do not demonstrate mastery?

Mastery will be demonstrated through completion of the student learning outcomes described above in chart under 6A. Completion of curriculum ensures that students will have demonstrated mastery. Additionally, mastery will be demonstrated through successful entry into bachelor's healthcare programs. Finally, mastery will be demonstrated through successful performance in the advanced curriculum and completion of the program.

7. What instructional approaches and technologies will instructors use to teach courses in the program?

Instructional approaches will explore the inter-relationships of the health sciences in many interdisciplinary, introductory classes. These methods will vary and include lecture / discussion, computer assisted instruction, laboratory instruction and demonstration of laboratory techniques and protocols. Other instructional methods include discussion groups, research and problem-based assignments. In the science courses, laboratory experiences and case studies will be closely integrated with lecture material, while data collection in the laboratory is paired with statistical and computational methods of data analysis and interpretation. Teamwork, written and oral presentation, and problem-solving are central components throughout the curriculum.

8. Did the University engage any developmental consultants to assist with the development of the curriculum? Did the University consult any professional or accrediting associations during the development of the curriculum? What were the contributions of the consultants and associations to the development of curriculum?

No developmental consultants assisted with the development of the curriculum. The curriculum was designed based on Black Hills State University's [program](#) at the University Center in Rapid City.

9. 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.

We plan to offer this degree at the Community College for Sioux Falls, therefore, we anticipate that many of the students will be new to the university. Of course, it is likely that some will re-direct from other programs as well. During the first few years of the program we expect to enroll 25 students and that this enrollment will grow to 50 students per year as job opportunities emerge in the market. We expect 20 graduates initially and growth to 40. These estimates are based on conversations from a University group analyzing the success of CCSF.

	Fiscal Years*			
	1 st	2 nd	3 rd	4 th
<i>Estimates</i>	FY 22	FY 23	FY 24	FY 25
Students new to the university	5	15	20	25
Students from other university programs		5	5	5
Continuing students	**	**	**	**
=Total students in the program (fall)	5	20	25	30
Program credit hours (major courses)	50	200	250	300
Graduates			5	20

10. Is program accreditation available? If so, identify the accrediting organization and explain whether accreditation is required or optional, the resources required, and the University's plans concerning the accreditation of this program.

No program accreditation is available.

11. Does the University request any exceptions to any Board policy for this program? Explain any requests for exceptions to Board Policy. None

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

The University requests authorization to deliver this entire program at the Community College for Sioux Falls in order serve people from the region who wish to prepare for admission to nursing and other healthcare programs. All courses needed for the program are already offered at the Community College for Sioux Falls.

	Yes/No	Intended Start Date
On campus	Yes	Fall 2021

	Yes/No	If Yes, list location(s)	Intended Start Date
Off campus	Yes	CCSF, Sioux Falls	Fall 2021

	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)	No		
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 program through distance learning (e.g., as an online program)?

	Yes/No	If Yes, identify delivery methods	Intended Start Date
Distance Delivery (online/other distance delivery methods)	Yes	online	Fall 2021

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 major. Address off-campus or distance delivery separately.

Appendix B is not necessary. Additional expenses for this program are not expected. Students in this program will help to fill courses already offered for other programs. Students in this program will be qualified for the CCSF associate degree rate.

14. Is the university requesting or intending to request permission for a new fee or to attach an existing fee to the program (place an "X" in the appropriate box)? If yes, explain.

☐ Yes ☒ No

15. New Course Approval: New courses required to implement the new undergraduate degree program 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 5D.
- ☒ 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: 5 – E (1)
DATE: December 9-10, 2020

SUBJECT

New Undergraduate Certificate: DSU Online Teaching and Learning

CONTROLLING STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

Dakota State University (DSU) requests authorization to offer an undergraduate certificate in Online Teaching & Learning on campus and online.

The purpose of this certificate is to allow those who possess it to demonstrate mastery of principles of online instruction that will engage learners through effective instructional design and innovative instructional strategies. This certificate can be completed by current education majors, increasing their knowledge and skills demonstrated by the K-12 Educational Technology endorsement. Current majors have part of the classes in the certificate in their program; the remainder could be part of their elective credits. This certificate will also serve the purpose of offering training to K-12 teachers who want to increase their technology and pedagogy skills to carry out online instruction effectively.

Any education major could seek this certificate, but the primary audience will be K-12 teachers, administrators, and those who provide online training in the corporate world.

IMPACT AND RECOMMENDATION

DSU requests no new resources.

Board staff recommends approval.

ATTACHMENTS

Attachment I – New Certificate Request Form: DSU – Online Teaching & Learning

DRAFT MOTION 20201209_5-E(1):

I move to authorize DSU to offer an undergraduate certificate in Online Teaching & Learning, as presented.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

New Certificate

UNIVERSITY:	DSU
TITLE OF PROPOSED CERTIFICATE:	Online Teaching & Learning
INTENDED DATE OF IMPLEMENTATION:	Fall 2020
PROPOSED CIP CODE:	13.0501
UNIVERSITY DEPARTMENT:	DCOE
UNIVERSITY DIVISION:	College of Education

University Approval

To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

Institutional Approval Signature

President or Chief Academic Officer of the University

6/30/2020

Date

- 1. Is this a graduate-level certificate or undergraduate-level certificate (place an "X" in the appropriate box)?**

Undergraduate Certificate ☒

Graduate Certificate ☐

- 2. What is the nature/purpose of the proposed certificate?**

The purpose of this certificate is to allow those who possess it to demonstrate mastery of principles of online instruction that will engage learners through effective instructional design and innovative instructional strategies. This certificate can be completed by current education majors, increasing their knowledge and skills demonstrated by the K-12 Educational Technology endorsement. Current majors have part of the classes in the certificate in their program; the remainder could be part of their elective credits. This certificate will also serve the purpose of offering training to K-12 teachers who want to increase their technology and pedagogy skills to carry out online instruction effectively.

3. Provide a justification for the certificate program, including the potential benefits to students and potential workforce demand for those who graduate with the credential.¹

The Spring 2020 semester showed how quickly the world can change and the need to be ready to move the educational system to remote learning. Student teachers became instrumental in helping their cooperating teachers with online instruction when K-12 moved to online or packet learning. Area teachers reached out to College of Education faculty for help. Faculty responded by offering technology support sessions; the need was apparent, and teachers demonstrated the desire to increase their technology skills, specifically skills that would help them teach online. This certificate will give teachers and others who complete it the knowledge and skills to confidently deliver instruction online should a similar situation as the pandemic arise, but also provide the ability to deliver instruction on snow days.

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

Any education major could seek this certificate, but the primary audience will be K-12 teachers, administrators, and those who provide online training in the corporate world.

5. List the courses required for completion of the certificate in the table below (if any new courses are proposed for the certificate, please attach the new course requests to this form):²

Prefix	Number	Course Title <i>(add or delete rows as needed)</i>	Prerequisite	Credit Hours	New (yes, no)
EDER	415	Educational Assessment		2	No
EDFN	326	Introduction to Online Teaching & Learning		3	Yes
EDFN	350	Universal Design & Accessibility for Online Instruction		3	Yes
EDFN	465	Computer-Based Technology & Learning		2	No
ELED	422	K-8 Science & Math Technology		2	No
Subtotal				12	

Note: The two new courses have been approved and are currently in the teaching schedule.

¹ For workforce related information, please provide data and examples; data sources may include but are not limited to the South Dakota Department of Labor, the US Bureau of Labor Statistics, Regental system dashboards, etc.

² Regental system certificate programs typically are a subset of the curriculum offered in degree programs, include existing courses, and involve 9-12 credits for completion. Deviations from these guidelines require justification and approval.

6. Student Outcome and Demonstration of Individual Achievement.³

A. What specific knowledge and competencies, including technology competencies, will all students demonstrate before graduation? *The knowledge and competencies should be specific to the program and not routinely expected of all university graduates.*

- Students will demonstrate understanding of technology and the appropriate use of technology tools to enhance the online learning environment.
- Students will design and implement online lessons and assessments to engage students to increase levels of knowledge and skills.
- Students will demonstrate ability to employ effective instructional strategies in the online environment.
- Students will demonstrate the ability to evaluate, integrate, and apply appropriate information from various sources to create a learning environment that encourages problem-solving and innovation.

B. Complete Appendix A – Outcomes using the system form. *Outcomes discussed below should be the same as those in Appendix A.*

Individual Student Outcomes and Program Courses					
*Required Course					
Individual Student Outcome	EDFN 326*	EDFN 350*	EDFN 465*	EDER 415*	ELED 422*
Students will demonstrate understanding of technology and the appropriate use of technology tools to enhance the online learning environment.	X		X		
Students will design and implement online lessons and assessments to engage students to increase levels of knowledge and skills.		X		X	X
Students will demonstrate ability to employ effective instructional strategies in the online environment.		X	X		X
Students will demonstrate the ability to evaluate, integrate, and apply appropriate information from various sources to create a learning environment that encourages problem-solving and innovation.	X		X		X

Delivery Location.⁴

³ Board Policy 2:23 requires certificate programs to “have specifically defined student learning outcomes.”

⁴ The accreditation requirements of the Higher Learning Commission (HLC) require Board approval for a university to offer programs off-campus and through distance delivery.

- A. Complete the following charts to indicate if the university seeks authorization to deliver the entire program on campus, at any off campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire program through distance technology (e.g., as an on-line program)?

	Yes/No	Intended Start Date
On campus	Yes	Fall 2020

	Yes/No	If Yes, list location(s)	Intended Start Date
Off campus	No		Choose an item. Choose an item.

	Yes/No	If Yes, identify delivery methods ⁵	Intended Start Date
Distance Delivery (online/other distance delivery methods)	Yes	Online	Fall 2020

- B. Complete the following chart to indicate if the university seeks authorization to deliver more than 50% but less than 100% of the certificate through distance learning (e.g., as an on-line program)? ⁶

	Yes/No	If Yes, identify delivery methods	Intended Start Date
Distance Delivery (online/other distance delivery methods)	Yes	015 Internet Asynchronous – Term Based Instruction	Fall 2020

⁵ Delivery methods are defined in [AAC Guideline 5.5](#).

⁶ This question responds to HLC definitions for distance delivery.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – E (2)
DATE: December 9-10, 2020

SUBJECT

New Undergraduate Certificate: DSU Creative Coding

CONTROLLING STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

Dakota State University (DSU) requests authorization to offer an undergraduate certificate in Creative Coding on campus and online.

The proposed certificate will provide a hands-on opportunity to explore the making of code-based interactions for the creative fields. Students will gain the skills needed to work with computer codes in practical, creative ways that will support a variety of career aspirations. Students studying Digital Arts and Design at DSU are required to take introductory computer programming courses in their plans of study. Further studies of computer programming in a creative setting will deepen the artist's ability to adapt and work with the digital tools of their trade, thus increasing their marketability. Most specifically, the studies required to earn this certificate will develop the artist's ability to think algorithmically, develop computer-oriented problem-solving skills, and innovate artistically.

IMPACT AND RECOMMENDATION

It is expected that the certificate program will serve DSU's undergraduate Digital Arts and Design students, as well as students at other SD and out-of-state institutions.

No new courses are required to offer the proposed certificate.

Board staff recommends approval.

ATTACHMENTS

Attachment I – New Certificate Request Form: DSU – Creative Coding

DRAFT MOTION 20201209_5-E(2):

I move to authorize DSU to offer an undergraduate certificate in Creative Coding, as presented.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

New Certificate

UNIVERSITY:	DSU
TITLE OF PROPOSED CERTIFICATE:	Creative Coding
INTENDED DATE OF IMPLEMENTATION:	Fall 2020
PROPOSED CIP CODE:	
UNIVERSITY DEPARTMENT:	Computer Science
UNIVERSITY DIVISION:	The Beacom College of Computer and Cyber Sciences

University Approval

To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

Institutional Approval Signature
President or Chief Academic Officer of the University

4/17/2020

Date

1. Is this a graduate-level certificate or undergraduate-level certificate (place an "X" in the appropriate box)?

Undergraduate Certificate ☒

Graduate Certificate ☐

2. What is the nature/purpose of the proposed certificate?

The Creative Coding certificate provides a hands-on opportunity to explore the making of code-based interactions for the creative fields. It provides students with an opportunity to gain the skills needed to work with computer codes in practical, creative ways that will support a variety of career aspirations. Students studying Digital Arts and Design at DSU are required to take introductory computer programming courses in their plans of study. Further studies of computer programming in a creative setting deepens the artist's ability to adapt and work with the digital tools of their trade, thus increasing their marketability. Most specifically, the studies required to earn this certificate will develop the artists ability to think algorithmically, develop computer-oriented problem-solving skills, and innovate artistically, in ways that will continue to develop throughout their professional life. This certificate will widen a student's abilities to adapt in this every changing digital world where art is now created and communicated.

3. Provide a justification for the certificate program, including the potential benefits to students and potential workforce demand for those who graduate with the credential.

The job market for artists has changed dramatically, locally and globally. A traditional Fine/Performing Arts Degree, even when earned from one of the world's top fine/performing arts schools, is not a guarantee of job placement upon graduation. While rich in tradition and artistic excellence, these institutions are remiss in training their graduates to navigate the fully present and ever-changing technological landscape of the arts and entertainment industry. While their graduates will be impacted by technology, DSU graduates will impact technology.

When looking at the tables below from South Dakota's Department of Labor and Regulation, and the U.S. Bureau of Labor Statistics, you will see that the fine/performing job market is selective and small, with limited growth potential. This increases on the National Level, but the real explosion happens when you look at Software Development. In fact, the Bureau of Labor Statistics identified Software Development as one of the fastest growing industries of our day and tomorrow. And what's even more exciting, is that every artistic discipline has its own industry software. Therefore, the artist's potential job market expands dynamically when one considers Software/Hardware Development, Streaming Platforms, Internet Services, Technology applications in Education, and even design elements in commercial industries.

Applied knowledge of programming, applied in the industries of creative and artistic disciplines, offers tremendous potential for emerging artists to find sustainable and gainful employment, while still giving them the opportunity to work in their artistic discipline. Simply put, by earning a certificate or minor in creative programming, the job potentials of students graduating from the Digital Arts and Design program at DSU will increase exponentially.

South Dakota						
SOC Code	Occupational Title	Average Annual Demand for Workers	2016 Workers	2026 Workers	Percentage Change from 2016-2026	Annual Wage
270000	Arts, Design, Entertainment, Sports, and Media	see individual categories that follow	8162	8478	3.87%	\$28,335
271011	Art Directors	3	38	39	2.63%	\$75,497
274011	Audio and Video Equipment Technicians	10	97	108	11.34%	\$32,006
274012	Broadcast Technicians	10	90	97	7.78%	\$34,184
271012	Craft Artists	3	46	47	2.17%	\$34,955
271021	Commercial and Industrial Designers	10	96	101	5.21%	\$43,951

271024	Graphic Designers	77	797	822	3.14%	\$36,302
271014	Multimedia Artists and Animators	8	95	100	5.26%	\$44,343
151134	Web Developers	32	365	411	12.60%	\$54,409
251121	Art, Drama, and Music Teachers, Postsecondary	19	201	227	12.94%	\$64,021
151132	**Software Developers, Applications	118	1173	1514	29.07%	\$74,998

*Available from https://dlr.sd.gov/lmic/menu_projections.aspx.

National U.S.			
Occupational Title	2018 Median Pay	2018 Workers	Job Outlook, 2018-28
Art Directors	\$92,780	101,000	1%
Craft and Fine Artists: Craft and fine artists use a variety of materials and techniques to create art for sale and exhibition.	\$48,960	50,300	1%
Graphic Designers	50,370	290,100	3%
Industrial Designers	66,590	43,900	3%
Multimedia Artists and Animators	72,520	71,600	4%
Broadcast and Sound Engineering Technicians	43,660	144,300	8%
**Software Developers (BLS Fastest Growing Industries)	105,590	1,365,500	21%

*Available from <https://www.bls.gov/emp/tables/fastest-growing-occupations.htm> and [bls.gov/ooh](https://www.bls.gov/ooh)

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

It is expected that a number of DSU's undergraduate students in Digital Arts and Design may be interested in the certificate program, and those students (or undergraduate students from other SD institutions and across the nation) will provide the bulk of the enrollments.

4. 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):¹

Prefix	Number	Course Title (add or delete rows as needed)	Prerequisite	Credit Hours	New (yes, no)
CSC	150	Computer Science I		3	No
CSC	163	Hardware, Virtualization, and Data Comm.		3	No
CSC	274	Creative Coding	CSC 150	3	No
CSC	374	Interdisciplinary Coding	CSC 274	3	No
Subtotal				12	

5. Student Outcome and Demonstration of Individual Achievement.²

- 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.*

Upon graduation, graduates of the program will be able to:

- innovate within creative teams in multi-faceted ways beyond their artistic capabilities:
 - communicate team ideas and project needs directly to the software engineers and development teams when working with big budgets and major production houses.
 - implement programs themselves, to realize team ideas and project needs when working with smaller production companies, or as an independent contractor.

Upon graduation, graduates of the program will be able to:

- apply problem solving techniques to develop algorithms.
- implement algorithms in a variety of programming languages and environments, including scripting and object-oriented.
- evaluate hardware requirements and capabilities
- understand the role of networking and virtualization within modern and emerging artistic enterprises.
- use computation as an expressive, analytical, critical & visualizing medium that can be applied creatively to work in a variety of digital artist media, i.e. 2D/3D graphics, image and video processing, animation, game design, and sound design.
- develop physical computing applications that integrate sensors with hardware and software computing resources, including mapping.
- use code as a method of creative expression in interactive projects, ranging from educational platforms, the entertainment industry, and extending to experimental high art installations.

² Regental system certificate programs typically are a subset of the curriculum offered in degree programs, include existing courses, and involve 9-12 credits for completion. Deviations from these guidelines require justification and approval.

³ Board Policy 2:23 requires certificate programs to “have specifically defined student learning outcomes.”

B. Complete Appendix A – Outcomes using the system form. *Outcomes discussed below should be the same as those in Appendix A.*

6. Delivery Location.³

A. Complete the following charts to indicate if the university seeks authorization to deliver the entire program on campus, at any off-campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire program through distance technology (e.g., as an on-line program)?

	Yes/No	Intended Start Date
On campus	Yes	Fall 2020

	Yes/No	If Yes, list location(s)	Intended Start Date
Off campus	No		Choose an item. Choose an item.

	Yes/No	If Yes, identify delivery methods ⁴	Intended Start Date
Distance Delivery (online/other distance delivery methods)	Yes	015– Internet Asynchronous	Fall 2020

B. Complete the following chart to indicate if the university seeks authorization to deliver more than 50% but less than 100% of the certificate through distance learning (e.g., as an on-line program)?⁵

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

⁴ The accreditation requirements of the Higher Learning Commission (HLC) require Board approval for a university to offer programs off-campus and through distance delivery.

⁵ Delivery methods are defined in [AAC Guideline 5.5](#).

⁶ This question responds to HLC definitions for distance delivery.

APPENDIX A

	Individual Student Outcomes and Program Courses				
List specific individual student outcomes—knowledge and competencies—in each row. Label each column with a course prefix and number. Indicate required courses with an asterisk (*). Indicate with an X the courses that will provide the student with an opportunity to acquire the knowledge or competency listed in the row. All students should acquire the program knowledge and competencies regardless of the electives selected. Modify the table as necessary to provide the requested information for the proposed program.					
Individual Student Outcome	CSC 150*	CSC163*	CSC274*	CSC374*	
innovate within creative teams in multi-faceted ways beyond their artistic capabilities			X	X	
apply problem solving techniques to develop algorithms	X		X		
implement algorithms in a variety of programming languages and environments, including scripting and object-oriented.	X		X	X	
evaluate hardware requirements and capabilities		X		X	
understand the role of networking and virtualization within modern and emerging artistic enterprises		X		X	
use computation as an expressive, analytical, critical & visualizing medium that can be applied creatively to work in a variety of digital artist media, i.e. 2D/3D graphics, image and video processing, animation, game and sound design			X	X	
develop physical computing applications that integrate sensors with hardware and software computing resources, including mapping		X	X		
use code as a method of creative expression in interactive projects, ranging from educational platforms, the entertainment industry, and extending to experimental high art installations	X		X	X	

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – E (3)
DATE: December 9-10, 2020

SUBJECT

New Graduate Certificate: SDSU and USD – Public Health

CONTROLLING STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

South Dakota State University (SDSU) and the University of South Dakota (USD) seek permission to offer a collaborative graduate certificate in Public Health. The certificate will be comprised of existing graduate courses covering an introduction to public health, epidemiology, and application of public health concepts in program development. The certificate will be applicable for students in other health professions programs who wish to expand their knowledge of public health and the application of public health concepts.

Practicing health care professionals could pursue this certificate as a stand-alone education credential to enhance their knowledge in public and population health. Additionally, courses in the proposed certificate are stackable to the M.P.H program.

IMPACT AND RECOMMENDATION

The universities request an exception to the standard 12-credit limit for a graduate certificate. Other certificates across the country in this discipline typically consist of 15-18 credit hours. The proposed 15-credit program of study will allow the certificate to cover the five core areas of public health: biostatistics, environmental health, epidemiology, health policy, and social and behavioral sciences.

The universities do not request new state resources and no new courses are needed for the proposed certificate.

Board office staff recommends approval of the new certificate program.

ATTACHMENTS

Attachment I – New Graduate Certificate Request Form: SDSU & USD – Public Health

DRAFT MOTION 20201209_5-E(3):

I move to authorize SDSU and USD to offer the new graduate certificate in Public Health as presented.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

New Certificate

UNIVERSITY:	SDSU and USD
TITLE OF PROPOSED CERTIFICATE:	Public Health
INTENDED DATE OF IMPLEMENTATION:	2021-2022 Academic Year
PROPOSED CIP CODE:	51.2201
UNIVERSITY DEPARTMENT:	SDSU Grad Study – Allied and Population Health USD Public Health and Health Sciences (UHSC)
UNIVERSITY DIVISION:	SDSU Graduate School (3G) USD School of Health Sciences (2H)

University Approval

To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

Institutional Approval Signature

President or Chief Academic Officer of the University

9/23/2020

Date

Elizabeth M. Freeburg

Institutional Approval Signature

President or Chief Academic Officer of the University

8/14/2020

Date

1. Is this a graduate-level certificate or undergraduate-level certificate?

Undergraduate Certificate ☐ Graduate Certificate ☒

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

The graduate certificate in Public Health will enable students to explore fundamental concepts in public health. The certificate will be comprised of existing graduate courses covering an introduction to public health, epidemiology, and application of public health concepts in program development. The certificate will be particularly applicable for students in other health professions programs in order to expand their knowledge of public health and understand application of public health concepts in clinical practice.

The universities do not request new state resources for the proposed certificate.

3. If you do not have a major in this field, explain how the proposed minor relates to your university mission and strategic plan, and to the current Board of Regents Strategic Plan 2014-2020.

The graduate certificate in Public Health supports the health professions education mission of SDSU and USD as provided in SDCL 13-58-1 and 13-57-1:

Designated as South Dakota's land grant university, South Dakota State University, formerly the state college of agriculture and mechanical arts, shall be under the control of the Board of Regents and shall provide undergraduate and graduate programs of instruction in the liberal arts and sciences and professional education in agriculture, education, engineering, home economics, nursing and pharmacy, and other courses or programs as the Board of Regents may determine.

Designated as South Dakota's Liberal Arts University, the University of South Dakota, established and located at Vermillion, in Clay County, shall be under the control of the Board of Regents and shall provide undergraduate and graduate programs of instruction in the liberal arts and sciences and professional education in business, education, fine arts, law and medicine, and other courses or programs as the Board of Regents may determine.

The proposed program also supports the goals stated in the South Dakota Board of Regents Strategic Plan 2014-2020:

Goal 1 – Student Success

- Increase the number of graduate degrees awarded.

Goal 2 – Academic Quality and Performance

- Continue to approve new graduate programs.

In addition, the Public Health Certificate supports goals and strategies of the universities' strategic plans:

SDSU Strategic Goal¹ – Excellence Through Transformative Education

Attain academic excellence: Develop and grow high-quality and distinct academic programs designed to meet the needs of diverse students and market demands.

USD Strategic Goal² – Undergraduate, Graduate, and Professional Student Experience

Goal 2: Enrich academic experiences for graduate and professional students.

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.¹

The public health profession is in high demand, and job growth projections from the United States Bureau of Labor Statistics indicate average to well above average growth (10 year job growth of 5-11%, depending on area of specialization).² Importantly, public health knowledge is now recognized as an important component of the education of multiple health professions. Physicians, pharmacists, nurses, dieticians, and other health professionals are now utilizing public and population health knowledge in their clinical roles, and specialty positions for clinicians with a public health background are now available. For many of the clinical applications of public health, a bachelors or master's degree in public health would not be

¹ U.S. Bureau of Labor Statistics; <https://www.bls.gov/ooh/life-physical-and-social-science/epidemiologists.htm>; <https://www.bls.gov/ooh/community-and-social-service/health-educators.htm>

required, but additional course work in public health beyond what is required in the main professional curriculum would give graduates an advantage in pursuing these positions. This certificate would provide foundational knowledge in public health and epidemiology as well as more advanced training in program planning and evaluation and applied public health for students interested in adding public health training to another degree program. All of the courses in the certificate would apply to the M.P.H. program so students would be able to proceed with further education if desired.

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

The main audience for the certificate would be students in other health professions majors such as medicine, pharmacy, nursing, and dietetics would be interested in advancing their knowledge of public health. Another audience for the certificate would be practicing clinicians who would like to further their education in public health.

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?

Practicing health care professionals could pursue this certificate as a stand-alone education credential to enhance their knowledge in public and population health. Hospitals and health-systems are expanding their work in population health. Health care professionals with a certificate in public health would have knowledge and skill to work in this area.

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.

The proposed certificate could serve as a value-added credential that would supplement a variety of health-related programs. It will provide health professions majors with additional training in public health and an additional credential for job opportunities utilizing their professional training in public and population health applications.

C. Is the certificate a stackable credential with credits that apply to a higher level credential (i.e., associate, bachelor's, or master's degree)? If so, indicate the program(s) to which the certificate stacks and the number of credits from the certificate that can be applied to the program.

Yes. The Public Health Certificate may be a stackable credential as all of the courses in the certificate could be applied to the M.P.H program should the student decide to continue their education.

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):²

Prefix	Number	Course Title	Prerequisites for Course <i>Include credits for prerequisites in subtotal below.</i>	Credit Hours	New (yes, no)
PUBH	701	Biostatistics in Public Health		3	No
PUBH	702	Public Health Theory and Practice		3	No
PUBH	710	Epidemiology		3	No
Select 2 courses (6 credits) from the following supporting course list:					
PUBH	733	Environmental Health		3	No
PUBH	740	US Health Systems and Public Policy		3	No
PUBH	750	Social and Behavioral Sciences in Public Health		3	No
PUBH	755	Program Planning and Evaluation		3	No
PUBH	760	Public Health and Native American Communities		3	No
Subtotal				15*	

**USD and SDSU ask for an exception on the number of credit hours for this graduate certificate. Other certificates across the country in this discipline typically consist of 15-18 credit hours. The increased credits will allow the certificate to cover the five core areas of public health: biostatistics, environmental health, epidemiology, health policy, and social and behavioral sciences.*

8. Student Outcome and Demonstration of Individual Achievement.³

A. What specific knowledge and competencies, including technology competencies, will all students demonstrate before graduation? *The knowledge and competencies should be specific to the program and not routinely expected of all university graduates.*

Students completing this certificate program will be able to:

1. Analyze quantitative and qualitative data using biostatistics, informatics, computer-based programming and software, as appropriate.
2. Interpret results of data analysis for public health research, policy, or practice.
3. Describe public health and its core functions.
4. Explain how various factors, including environmental factors, biological factors, psychological factors, and social determinants of health, contribute to population health and health disparities.
5. Apply epidemiological principles to collect and analyze public health data.

² Regental system certificate programs typically are a subset of the curriculum offered in degree programs, include existing courses, and involve 9-12 credits for completion. Deviations from these guidelines require justification and approval.

³ Board Policy 2:23 requires certificate programs to “have specifically defined student learning outcomes.”

6. Compare the organization, structure and function of health care, public health and regulatory systems across national and international settings.
7. Develop public health programs or interventions based on population-needs and select appropriate methods to evaluate such programs.

Students will gain knowledge in fundamental principles of public health, use of epidemiology methods in collection and analysis of data, and development and assessment public health programs. Achievement of the student learning outcomes will be assessed using examinations and quizzes, assignments, discussion posts, and a public health proposal.

B. Complete the table below to list specific learning outcomes – knowledge and competencies – for courses in the proposed program in each row.

Individual Student Outcome	PUBH 701	PUBH 702	PUBH 710	Supporting Courses
Students will be able to analyze quantitative and qualitative data using biostatistics, informatics, computer-based programming and software, as appropriate.	*			
Interpret results of data analysis for public health research, policy or practice	*			
Students will be able to describe public health and its core functions.		*		
Students will be able to explain how various factors, including environmental factors, biological factors, psychological factors, and social determinants of health, contribute to population health and health disparities.		*		*
Students will be able to apply epidemiological principles to collect and analyze public health data.			*	
Students will be able to compare the organization, structure and function of health care, public health and regulatory systems across national and international settings.				*
Students will be able to develop public health programs or interventions based on population-needs and select appropriate methods to evaluate such programs.				*

9. Delivery Location.⁴

A. Complete the following charts to indicate if the university seeks authorization to deliver the entire program on campus, at any off campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire program through distance technology (e.g., as an on-line program)?

	Yes/No	Intended Start Date
On campus	Yes	2021-2022 Academic Year

⁴ The accreditation requirements of the Higher Learning Commission (HLC) require Board approval for a university to offer programs off-campus and through distance delivery.

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

	Yes/No	<i>If Yes, identify delivery methods⁵</i>	<i>Intended Start Date</i>
Distance Delivery (online/other distance delivery methods)	Yes	015 - Internet Asynchronous	2021-2022 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 certificate through distance learning (e.g., as an on-line program)?⁶

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

⁵ Delivery methods are defined in [AAC Guideline 5.5](#).

⁶ This question responds to HLC definitions for distance delivery.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – E (4)
DATE: December 9-10, 2020

SUBJECT

New Undergraduate Certificate: USD Actuarial Sciences

CONTROLLING STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

The University of South Dakota (USD) requests authorization to offer an undergraduate certificate in Actuarial Sciences. The proposed certificate will provide a value added credential to the Mathematics major for students that desire to go into the field of Actuarial Sciences. Having a background in calculating risk using mathematical and statistical methods will give students the skills needed for work in the insurance or financial services industries, among other areas.

It is anticipated that both Mathematics majors (B.S.) and Economics majors with a Mathematics minor (B.B.A. & B.S.) would be the primary audience for this certificate, but other disciplines with a heavy math emphasis could also participate in the certificate. The courses required for the certificate do have prerequisites, but the prerequisites are required for all majors in Mathematics or Economics with a Mathematics minor, which means the certificate would not require additional credits for these students to meet the prerequisites.

IMPACT AND RECOMMENDATION

USD plans to offer the proposed undergraduate certificate on campus. USD does not request state resources for the program. The certificate does not require any new courses.

Board staff recommends approval.

ATTACHMENTS

Attachment I – New Certificate Request Form: USD – Actuarial Sciences

DRAFT MOTION 20201209_5-E(4):

I move to authorize USD to offer an undergraduate certificate in Actuarial Sciences, as presented.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS New Certificate

UNIVERSITY:	USD
TITLE OF PROPOSED CERTIFICATE:	Actuarial Sciences
INTENDED DATE OF IMPLEMENTATION:	Fall 2021
PROPOSED CIP CODE:	27.0101
UNIVERSITY DEPARTMENT:	Mathematical Sciences
BANNER DEPARTMENT CODE:	UMTH
UNIVERSITY DIVISION:	Arts and Sciences
BANNER DIVISION CODE:	2A

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

- The individual preparing this request has read [AAC Guideline 2.7](#), which pertains to new certificate requests, and that this request meets the requirements outlined in the guidelines.
- This request will not be posted to the university website for review of the Academic Affairs Committee until it is approved by the Executive Director and Chief Academic Officer.

University Approval

To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

<i>Elizabeth M. Freeburg</i> _____ Institutional Approval Signature <i>President or Chief Academic Officer of the University</i>	5/4/2020 _____ Date
---	---------------------------

1. Is this a graduate-level certificate or undergraduate-level certificate?

Undergraduate Certificate ☒ Graduate Certificate ☐

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

The purpose of this certificate is to provide a value added to the math major for students that desire to go into the field of Actuarial Sciences. Actuarial Sciences involves the calculation of risk using mathematical and statistical methods, and a background in this field will provide the skills needed for work in the insurance or financial services industries, among other areas.

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.

The statutory mission of the University of South Dakota is provided in SDCL 13-57-1:

Designated as South Dakota's liberal arts university, the University of South Dakota, established and located at Vermillion, in Clay County, shall be under the control of the Board of Regents and shall provide undergraduate and graduate programs of instruction in the liberal arts and sciences and professional education in business, education, fine arts, law and medicine, and other courses or programs as the Board of Regents may determine.

The mission is provided in BOR Policy 1:10:1, University of South Dakota Mission Statement:

The legislature established The University of South Dakota as the liberal arts university to meet the needs of the State and region by providing undergraduate and graduate programs in the liberal arts and sciences, and professional education in business, education, fine arts, law, and medicine, and other courses or programs as the Board of Regents may determine. (SDCL 13-57-1).

The Board implemented SDCL 13-57-1 by authorizing undergraduate and graduate programs in the liberal arts and sciences and in professional education and by requiring the University to promote excellence in teaching and learning, to support research, scholarly and creative activities, and to provide service to the State of South Dakota, the region, and beyond. The University of South Dakota is the comprehensive university within the South Dakota System of Higher Education. Both the statutory mission and Board of Regents mission statement for the University of South Dakota designate the institution as the liberal arts university for the State of South Dakota and as the location of the Beacom School of Business. As such, USD is ideally suited to offer an interdisciplinary certificate that draws upon existing courses related to actuarial sciences.

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.

The field of actuarial sciences has been a solid market for Mathematics majors for many years. It has a steady need and offers competitive salaries. US News reports on their website money.usnews.com/careers/best-jobs/actuary that Actuaries rank #11 in Best Business Jobs, #23 in Best Stem Jobs, #24 in Best Paying Jobs, and #54 in 100 Best Jobs. It also reports that in 2018 the average salary was \$102,880, the top quartile had an average salary of \$141,760, and the bottom quartile had an average salary of \$76,720.

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

Math majors (B.S.) and Economic majors with a math minor (B.B.A. and B.S.) would be the primary focus but other disciplines with a heavy math emphasis could also participate. The certificate includes prerequisite or appropriate substitution courses that are required for all majors in Mathematics or Economics with a Mathematics minor, and the certificate requirements will fit into the major requirements, allowing any major to complete the certificate with no additional credits.

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?

No, this is not intended as a stand-alone credential.

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.

Yes, Mathematics and Economics

- C. Is the certificate a stackable credential with credits that apply to a higher level credential (i.e., associate, bachelor's, or master's degree)? If so, indicate the program(s) to which the certificate stacks and the number of credits from the certificate that can be applied to the program.**

Yes, 3-6 credits can be used as elective credits for the Mathematics major, and 6 credits can be used toward the Economics major.

- 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 <i>Include credits for prerequisites in subtotal below.</i>	Credit Hours	New (yes, no)
Required Course					
MATH/STAT	481	Probability and Statistics	MATH 225*	3	
Elective Courses (Select 3 of 5)					
ECON	201	Principles of Microeconomics		3	No
ECON	202	Principles of Macroeconomics		3	No
ACCT	210	Principles of Accounting I		3	No
BADM	310	Business Finance	ACCT 211*	3	No
MATH/STAT	485	Theory of Statistics		3	No
*Note prerequisites will be met in coursework from students with B.S. in Mathematics or B.S. or B.B.A. in Economics with a Mathematics minor.				Subtotal	12

8. Student Outcome and Demonstration of Individual Achievement.

- 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.**

- Students will learn the basic knowledge and terms that are required in the field of Actuarial Sciences.
- Students will learn the knowledge and competencies to pass the first actuarial exam in probability.
- Students will learn the knowledge and competencies to help prepare for the second actuarial exam on financial mathematics.

- B. Complete the table below to list specific learning outcomes – knowledge and competencies – for courses in the proposed program in each row.**

Individual Student Outcome (Same as in the text of the proposal)	Program Courses that Address the Outcomes					
	MATH/ STAT 481*	ECON 201	ECON 202	ACCT 210	BADM 310	MATH/ STAT 485
learn the basic knowledge and terms that are required in the field of Actuarial Sciences	X	X	X	X	X	X
learn the knowledge and competencies to pass the first actuarial exam in probability	X					X
Students will learn the knowledge and competencies to help prepare for the second actuarial exam on financial mathematics		X	X	X	X	

9. Delivery Location.

Note: The accreditation requirements of the Higher Learning Commission (HLC) require Board approval for a university to offer programs off-campus and through distance delivery.

- A. Complete the following charts to indicate if the university seeks authorization to deliver the entire program on campus, at any off campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire program through distance technology (e.g., as an on-line program)?**

	Yes/No	Intended Start Date
On campus	Yes	Fall 2020

	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)	No		
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		

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – E (5)
DATE: December 9-10, 2020

SUBJECT

New Graduate Certificate: USD Board Certified Behavior Analyst

CONTROLLING STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

The University of South Dakota (USD) requests authorization to offer a Board Certified Behavior Analyst graduate certificate. The purpose of the proposed certificate is to establish a pathway for graduate students and master's level professionals to obtain Board Certified Behavior Analyst (BCBA) certification.

The BCBA certification program is a graduate-level certification in Applied Behavior Analysis (ABA). Professionals certified at the BCBA level are independent practitioners who provide ABA services. ABA is best known as being the leading evidence-based treatment for autism and other developmental disabilities. Since 2010, there has been a 1,942% increase in demand for BCBA certified professionals.

USD will be collaborating with LifeScape, a non-profit organization serving Sioux Falls, Rapid City, and Sioux City, which provides 13 different service lines to children and adults with complex medical care needs, physical and developmental disabilities, and behavior disorders. LifeScape will provide PhD-level staff to assist in teaching the coursework, provide the supervised experiential training required to gain BCBA certification, and provide employment opportunities to BCBA certified professionals upon completion of the program.

IMPACT AND RECOMMENDATION

USD plans to offer the proposed graduate certificate on campus and online. All seven of the new courses offered as part of the certificate will be new courses.

Of note, USD has been granted an exemption to the 12-credit hour limit on new certificate proposals, as the BCBA certification requires 21 credit hours. BCBA certification requires

(Continued)

DRAFT MOTION 20201209_5-E(5)

I move to authorize USD to offer a Board Certified Behavior Analyst graduate certificate, as presented.

an approved graduate degree, this 21-credit coursework in BCBA, a supervised practice, and passing a national examination.

Board staff recommends approval.

ATTACHMENTS

Attachment I – New Certificate Request Form: USD – Board Certified Behavior Analyst



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS New Certificate

UNIVERSITY:	USD
TITLE OF PROPOSED CERTIFICATE:	Board Certified Behavior Analyst (BCBA) Certificate Program
INTENDED DATE OF IMPLEMENTATION:	Fall 2021
PROPOSED CIP CODE:	42.2814-Applied Behavior Analysis
UNIVERSITY DEPARTMENT:	Public Health and Health Sciences-UHSC
UNIVERSITY DIVISION:	School of Health Sciences-2H

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

- The individual preparing this request has read [AAC Guideline 2.7](#), which pertains to new certificate requests, and that this request meets the requirements outlined in the guidelines.
- This request will not be posted to the university website for review of the Academic Affairs Committee until it is approved by the Executive Director and Chief Academic Officer.

University Approval

To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

<i>Elizabeth M. Freeburg</i> <hr style="border: 0; border-top: 1px solid black;"/> Institutional Approval Signature <i>President or Chief Academic Officer of the University</i>	<hr style="border: 0; border-top: 1px solid black;"/> 9/17/2020 Date
--	---

1. Is this a graduate-level certificate or undergraduate-level certificate?

Undergraduate Certificate ☐ Graduate Certificate ☒

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

The purpose of the proposed program is to establish a pathway for graduate students and master's level professionals to obtain Board Certified Behavior Analyst (BCBA) certification. The BCBA certification program is a graduate-level certification in Applied Behavior Analysis (ABA). Professionals certified at the BCBA level are independent practitioners who provide ABA services. ABA is an evidence-based practice that focuses on assessing the environmental influences on behavior, assessment-based intervention, and data-driven decision making. ABA has been used to address the behavioral needs of individuals in multiple areas, including general and special education, organizational management and safety, gerontology, and many more. ABA is best known as being the leading evidence-based treatment approach for autism and other developmental disabilities. The BCBA course sequences will meet the Verification Course Sequence (VCS) standards as set by the Association for Behavior Analysis International (ABAI).

3. If you do not have a major in this field, explain how the proposed minor relates to your university mission and strategic plan, and to the current Board of Regents Strategic Plan 2014-2020.

Links to the applicable State statute, Board Policy, and the Board of Regents Strategic Plan are listed below for each campus.

BHSU:	<u>SDCL § 13-59</u>	<u>BOR Policy 1:10:4</u>
DSU:	<u>SDCL § 13-59</u>	<u>BOR Policy 1:10:5</u>
NSU:	<u>SDCL § 13-59</u>	<u>BOR Policy 1:10:6</u>
SDSMT:	<u>SDCL § 13-60</u>	<u>BOR Policy 1:10:3</u>
SDSU:	<u>SDCL § 13-58</u>	<u>BOR Policy 1:10:2</u>
USD:	<u>SDCL § 13-57</u>	<u>BOR Policy 1:10:1</u>
	<u>Board of Regents Strategic Plan 2014-2020</u>	

The proposed BCBA certification program aligns with the University of South Dakota's (SDCL § 13-57) mission and South Dakota Board of Regents' Policy (BOR Policy 1:10:1), as well as the Board of Regents Strategic Plan 2014–2020, *“To be the best small, public flagship university in the nation built upon a liberal arts foundation.”* The inclusion of accredited BCBA coursework in the field of applied behavior analysis will further enhance USD's existing program offerings in *“promoting excellence in teaching and learning, supporting research, scholarly and creative activities, and providing service to the State of South Dakota, the region, and beyond.”*

Specifically, this program aligns with current goals within the USD Strategic Plan to *“enrich academic experience for graduate and professional students; maintain and enhance critical components of the liberal arts in both curricular and co-curricular arenas; and collaborate with community leaders on targeted economic development.”*

The proposed BCBA certification program will create a unique opportunity to address a significant workforce shortage, increase access to evidence-based care for vulnerable populations, and utilize community partnerships to increase reach and impact.

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.

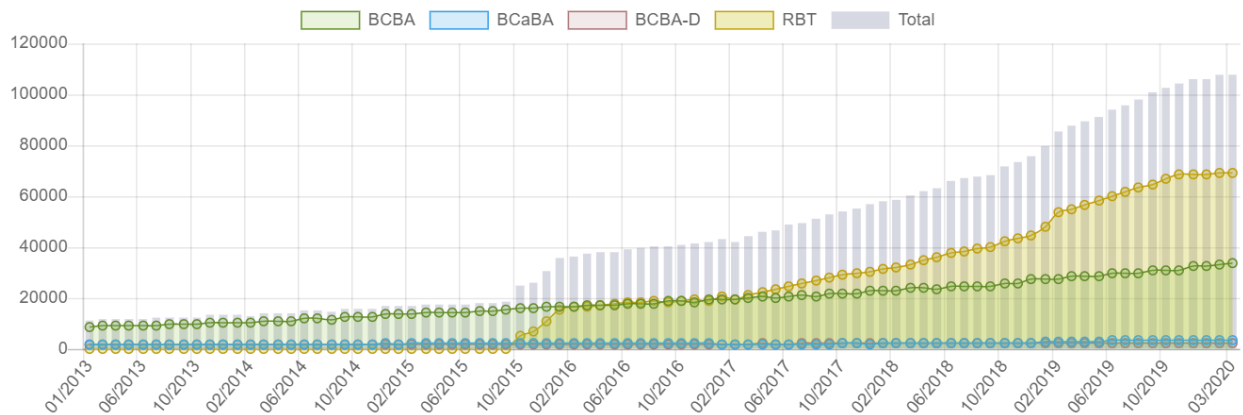
South Dakota has a significant shortage of trained professionals holding the BCBA credential. The landscape and demand for ABA services provided by professional behavior analysts has changed significantly in the last decade. Since 2010, there has been a 1,942% increase in demand for these professionals.¹ With the establishment of South Dakota's codified law 58-17-157² mandating insurance coverage for ABA for the treatment of autism spectrum disorders, the need for professionals trained in ABA continues to grow exponentially. In addition, South Dakota codified law 36-38-6³ established the licensing and regulating authority to oversee the professional practice of behavior analysts, creating the opportunity for expanding practice within South Dakota. The remaining strategy for making significant gains in filling this workforce gap and providing much needed care to individuals across our state is to establish a training program to credential BCBA professionals.

¹ Behavior Analyst Certification Board. (2019). US employment demand for behavior analysts: 2010-2018. Littleton, CO

² http://sdlegislature.gov/Statutes/Codified_Laws/DisplayStatute.aspx?Type=Statute&Statute=58-17-157

³ http://sdlegislature.gov/Statutes/Codified_Laws/DisplayStatute.aspx?Type=Statute&Statute=36-38-6

The national trend for those acquiring BCBA and BCBA-D certification has grown nearly 4x larger in the last 7 years.⁴ However, this trend has not yet found its way to South Dakota.



As of March 2020, South Dakota's active BCBA workforce consists of only 39 professionals supporting educational and health related programs across South Dakota.⁵ Agencies tasked with meeting the demand for early intensive intervention for individuals diagnosed with an Autism Spectrum Disorder (ASD) are struggling to serve those who are most in need due to a limited number of trained BCBA professionals in our state. With professional licensure and insurance coverage mandates now in place in South Dakota, the logical next step is to offer a pathway towards obtaining professional training and certification in Applied Behavior Analysis.

This program is being developed along with partnerships with the region's major employers of BCBA's. These partner organizations have experienced significant difficulty hiring and retaining BCBA professionals for many years. They are committed to supporting this program through contributions of personnel for assisting with course design and implementation, recruiting their employees to become students in the program, and assisting with the financial costs of coursework for their employee/students to help ensure a pipeline of students in the program. It is anticipated that a minimum of eight students will be enrolled in each course offered.

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

Candidates for the proposed BCBA certificate program will include current graduate students within selected master's and doctoral degree programs, as well as existing professionals with a master's degree or higher. These students and future BCBA professionals will experience numerous career opportunities across a variety of settings directly related to obtaining certification. The increase in BCBA professionals will allow for flexibility in the type of agency, clients, and age ranges served in our state. Additionally, these are well-paying positions with yearly salaries ranging from \$67,000 to \$96,000 nationally.⁶ In South Dakota, it is estimated BCBA professionals will be positioned to earn an average annual salary of \$82,000.⁷

⁴ <https://bacb.com/services/o.php?page=101134>

⁵ <https://www.bacb.com/services/o.php?page=101135>

⁶ <https://www.ziprecruiter.com/Salaries/What-Is-the-Average-BCBA-Salary-by-State>

⁷ <https://www.ziprecruiter.com/Salaries/What-Is-the-Average-BCBA-Salary-by-State>

Community-based partnerships with the region's leading BCBA employers are established and growing. The proposed program will allow for opportunities for students to not only complete the requisite coursework, but also obtain clinical supervision through agencies in which they will likely be employed. This will be mutually beneficial for both the student and employer.

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?

The BCBA Task List 5th Edition⁸ goes into effect January 1, 2022 establishing that a professional with a master's or doctoral degree from a qualifying institution is eligible to enroll in a BCBA certification program. Therefore, the Health Science BCBA certificate program will be available as a stand-alone education credential option to those in the workforce who have previously completed the required master's degree or higher from a qualifying institution. The BCBA certification will allow professionals to specialize in applied behavior analysis and be a part of the growing professional workforce supporting those diagnosed with autism and other related disabilities across a variety of settings.

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.

The BCBA certificate program is a value-added credential which compliments numerous service related degrees such as school psychology, speech and language pathology, nursing, social work, clinical psychology, education, and so forth.

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.

This is not a stackable credential.

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).

If the curriculum consists of more than twelve (12) credit hours (including prerequisites) or includes new courses, please provide explanation and justification below.

Prefix	Number	Course Title	Prerequisites for Course	Credit Hours	New (yes, no)
HSC	601	Principles and Concepts ABA I	NA	3	Yes
HSC	602	Single Case Research Design	NA	3	Yes
HSC	603	Principles and Concepts ABA II	HSC 601 \ HSC 602	3	Yes
HSC	604	Behavior Assessment	HSC 601 \ HSC 602	4	Yes
HSC	605	Behavior Change Procedures	HSC 604	4	Yes
HSC	606	ABA in Practice: Ethics	HSC 603	3	Yes
HSC	607	ABA in Practice: Supervision	HSC 601	1	Yes
Subtotal				21	

The proposed program of 21 credits includes a course sequence verified by the Association of Behavior Analyst International (ABAI) to meet required standards of an approved

⁸ <https://www.bacb.com/bcba/#CurrentEXPDocuments>

AAC Form 2.7 – New Certificate
(Last Revised 05/2019)

program. The Behavior Analyst Certification Board (BACB) credentials professionals as Board Certified Behavior Analysts (BCBAs). To qualify for BCBA certification, individuals must obtain an approved graduate degree, complete this 21 credit coursework in applied behavior analysis, engage in supervised practice, and pass a national examination. This proposed coursework program will allow individuals to be eligible for the BCBA certification. All courses are aligned with the BACB Fifth Edition Task Lists⁹, which outline the skills and knowledge required for competent, ethical practice as a behavior analyst.

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 proposed program of study includes a course sequence verified by the Association of Behavior Analyst International (ABAI) to meet specific faculty and coursework standards. The Behavior Analyst Certification Board (BACB) credentials professionals as Board Certified Behavior Analysts (BCBAs). To qualify for BCBA certification, individuals must obtain an approved graduate degree, complete specific coursework in applied behavior analysis, engage in supervised practice, and pass a national examination. The proposed Health Science BCBA program would lead to an approved certification that incorporates the behavior analytic coursework required for BCBA certification. All courses are aligned with the BACB Fifth Edition Task Lists⁹, which outline the skills and knowledge required for competent, ethical practice as a behavior analyst.

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 (Same as in the text of the proposal)	Program Courses that Address the Outcomes						
	HSC 601	HSC 602	HSC 603	HSC 604	HSC 605	HSC 606	HSC 607
Demonstrate knowledge of the philosophic underpinnings, concepts, & principles of ABA	x		x				
Demonstrate understanding of experimental design, measurement, data collection, and visual analysis of data		x					
Demonstrate knowledge of the application of behavioral assessments practices				x	x		
Demonstrate knowledge of the application of behavior-change procedures				x	x		
Demonstrate knowledge of selecting and implementing interventions					x		
Demonstrate knowledge and application of ethical principles, personnel supervision, and management						x	x

⁹ <https://www.bacb.com/bcba-bcaba-task-list/>

AAC Form 2.7 – New Certificate
(Last Revised 05/2019)

9. Delivery Location.

Note: The accreditation requirements of the Higher Learning Commission (HLC) require Board approval for a university to offer programs off-campus and through distance delivery.

- A. Complete the following charts to indicate if the university seeks authorization to deliver the entire program on campus, at any off campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire program through distance technology (e.g., as an on-line program)?**

	Yes/No	Intended Start Date
On campus	Yes	Fall 2021 (On-campus and Sioux Falls)

	Yes/No	If Yes, list location(s)	Intended Start Date
Off campus	No		Choose an item. Choose an item.

	Yes/No	If Yes, identify delivery methods <i>Delivery methods are defined in AAC Guideline 5.5.</i>	Intended Start Date
Distance Delivery (online/other distance delivery methods)	Yes	U30 – Blended/Hybrid; Sioux Falls	Fall 2021
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	N/A	

NEW CERTIFICATE REQUEST

Supporting Justification for On-Campus Review

Ryan Groeneweg Ed.S. BCBA

Request Originator

Signature

Date

Eric Kurtz, Ph.D.

Department Chair

Signature

Date

Haifa AbouSamra Ph.D.

School/College Dean

Signature

Date

-
1. Is the certificate program being offered solely at a location(s) approved by the Higher Learning Commission?
☒ Yes ☐ No
 2. Is the certificate program Title IV (*financial aid*) eligible?
☐ Yes ☒ No
 3. Are the courses in the certificate program credit bearing?
☒ Yes ☐ No
 4. Does the certificate program consist of 50% or more of new courses developed specifically for the requested program (i.e. the certificate is NOT a subset of courses from an existing degree program)?
[See item 5 on certificate document]
☒ Yes ☐ No
 5. Does the certificate program have appropriate and completed approval from internal sources (i.e. department, curriculum committees, etc.) and external sources (i.e. the state coordinating board, etc.)?
☒ Yes ☐ No
 6. Add any additional comments that will aid in the evaluation of this request.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS New Course Request

USD	School of Health Sciences	
Institution	Division/Department	
<i>Elizabeth M. Freeburg</i>		9/17/2020
Institutional Approval Signature		Date

Section 1. Course Title and Description

Prefix & No.	Course Title	Credits
HSC 601	Principles and Concepts ABA I	3

Course Description

Applied behavior analysis (ABA) involves using scientific principles and procedures discovered through basic and applied research to improve socially significant behavior to a meaningful degree. This course provides participants a foundation of psychological principles and theories of learning from experimental research and validated by applied studies.

Pre-requisites or Co-requisites N/A

Registration Restrictions N/A

Section 2. Review of Course

2.1. Will this be a unique or common course (place an "X" in the appropriate box)?

If the request is for a unique course, verify that you have reviewed the common course catalog via Colleague and the system [Course Inventory Report](#) to determine if a comparable common course already exists. List the two closest course matches in the common course catalog and provide a brief narrative explaining why the proposed course differs from those listed. If a search of the common course catalog determines an existing common course exists, complete the Authority to Offer an Existing Course Form.

☒ **Unique Course**

Prefix & No.	Course Title	Credits
None		

Provide explanation of differences between proposed course and existing system catalog courses below:

This course is uniquely designed to meet the national credential requirements of the Association for Behavior Analyst International (ABAI) Verified Course Sequence (VCS) approval. There are no South Dakota universities currently providing courses which meet the ABAI VCS approval.

Section 3. Other Course Information

3.1. Are there instructional staffing impacts?

- ☒ **No.** Schedule Management, explain below: All BCBA certification courses will be taught by adjunct faculty with specialization in the field of Applied Behavior Analysis.

3.2. Existing program(s) in which course will be offered (i.e., any current or pending majors, minors, certificates, etc.): Available to all disciplines within Health Sciences and Pending Board Certified Behavior Analyst (BCBA) Grad Certificate

3.3. Proposed instructional method by university: R-Lecture

3.4. Proposed delivery method by university: U01 Face-to-Face Term Based, U30 Hybrid

3.5. Term change will be effective: Fall 2021

3.6. Can students repeat the course for additional credit?

☐ Yes, total credit limit: _____ ☒ No

3.7. Will grade for this course be limited to S/U (pass/fail)?

☐ Yes ☒ No

3.8. Will section enrollment be capped?

☒ Yes, max per section: 30 ☐ No

3.9. Will this course equate (i.e., be considered the same course for degree completion) with any other unique or common courses in the common course system database in Colleague and the [Course Inventory Report](#)?

☐ Yes ☒ No

3.10. Is this prefix approved for your university?

☒ Yes ☐ No

Section 4. Department and Course Codes (Completed by University Academic Affairs)

4.1. University Department Code: UHSC

4.2. Banner Department Code: UHSC

4.3. Proposed [CIP Code](#): 42.2814-Applied Behavior Analysis

Is this a new CIP code for the university? ☒ Yes ☐ No



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS New Course Request

USD	School of Health Sciences	
Institution	Division/Department	
<i>Elizabeth M. Freeburg</i>		9/17/2020
Institutional Approval Signature		Date

Section 1. Course Title and Description

Prefix & No.	Course Title	Credits
HSC 602	Single Subject Research Design	3

Course Description

This course will emphasize methods for evaluating the effectiveness of academic and behavioral interventions for school-aged children to adults. A history of experimental design, types of experimental reasoning, and experimental validity laying the groundwork for understanding of how single-case research designs are used to assess the efficacy of applied interventions.

Pre-requisites or Co-requisites N/A

Registration Restrictions N/A

Section 2. Review of Course

2.1. Will this be a unique or common course (place an "X" in the appropriate box)?

If the request is for a unique course, institutions must review the common course catalog in the system course database to determine if a comparable common course already exists. List the two closest course matches in the common course catalog and provide a brief narrative explaining why the proposed course differs from those listed. If a search of the common course catalog determines an existing common course exists, complete the Authority to Offer an Existing Course Form. Courses requested without an attempt to find comparable courses will not be reviewed.

☒ **Unique Course**

Prefix & No.	Course Title	Credits
None		

Provide explanation of differences between proposed course and existing system catalog courses below:

This course is uniquely designed to meet the national credential requirements of the Association for Behavior Analyst International (ABAI) Verified Course Sequence (VCS) approval. There are no South Dakota universities currently providing single subject research design courses which meet the ABAI VCS approval.

Section 3. Other Course Information

3.1. Are there instructional staffing impacts?

- ☒ **No.** Schedule Management, explain below: All BCBA certification courses will be taught by adjunct faculty with specialization in the field of Applied Behavior Analysis.

- 3.1. Existing program(s) in which course will be offered (i.e., any current or pending majors, minors, certificates, etc.): Available to all disciplines within Health Sciences and Pending Board Certified Behavior Analyst (BCBA) Grad Certificate
- 3.2. Proposed instructional method by university: R-Lecture
- 3.3. Proposed delivery method by university: U01 Face-to-Face Term Based, U30 Hybrid
- 3.4. Term change will be effective: Fall 2021
- 3.5. Can students repeat the course for additional credit?
☐ Yes, total credit limit: _____ ☒ No
- 3.6. Will grade for this course be limited to S/U (pass/fail)?
☐ Yes ☒ No
- 3.7. Will section enrollment be capped?
☒ Yes, max per section: 30 ☐ No
- 3.8. Will this course equate (i.e., be considered the same course for degree completion) with any other unique or common courses in the common course system database in Colleague and the [Course Inventory Report](#)?
☐ Yes ☒ No
- 3.9. Is this prefix approved for your university?
☒ Yes ☐ No

Section 4. Department and Course Codes (Completed by University Academic Affairs)

- 4.1. University Department Code: UHSC
- 4.2. Banner Department Code: UHSC
- 4.3. Proposed [CIP Code](#): 42.2814-Applied Behavior Analysis

Is this a new CIP code for the university? ☒ Yes ☐ No



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

New Course Request

USD	School of Health Sciences	
Institution	Division/Department	
Elizabeth M. Freeburg		9/17/2020
Institutional Approval Signature		Date

Section 1. Course Title and Description

Prefix & No.	Course Title	Credits
HSC 603	Principles and Concepts ABA II	3

Course Description

Applied behavior analysis (ABA) involves using scientific principles and procedures discovered through basic and applied research to improve socially significant behavior to a meaningful degree. The course is designed to expand upon *HSC 601 Principles and Concepts of ABA I* in reviewing ABA as a science with an in-depth study of respondent behavior and conditioning, operant behavior and conditioning, stimulus control, motivating operations, schedule influences on behavior, and verbal and rule-governed behavior.

Pre-requisites or Co-requisites (add lines as needed)

Prefix & No.	Course Title	Pre-Req/Co-Req?
HSC 601	Principles and Concepts ABA I	Pre-requisite
HSC 602	Single Subject Research Design	Pre-requisite

Registration Restrictions N/A

Section 2. Review of Course

2.2. Will this be a unique or common course (place an "X" in the appropriate box)?

If the request is for a unique course, institutions must review the common course catalog in the system course database to determine if a comparable common course already exists. List the two closest course matches in the common course catalog and provide a brief narrative explaining why the proposed course differs from those listed. If a search of the common course catalog determines an existing common course exists, complete the Authority to Offer an Existing Course Form. Courses requested without an attempt to find comparable courses will not be reviewed.

☒ **Unique Course**

Prefix & No.	Course Title	Credits
None		

Provide explanation of differences between proposed course and existing system catalog courses below:

This course is uniquely designed to meet the national credential requirements of the Association for Behavior Analyst International (ABAI) Verified Course Sequence (VCS) approval. There are no South Dakota universities currently providing courses which meet the ABAI VCS approval.

Section 3. Other Course Information

3.10. Are there instructional staffing impacts?

- ☒ **No.** Schedule Management, explain below: All BCBA certification courses will be taught by adjunct faculty with specialization in the field of Applied Behavior Analysis.

3.11. Existing program(s) in which course will be offered (i.e., any current or pending majors, minors, certificates, etc.): Available to all disciplines within Health Sciences and Pending Board Certified Behavior Analyst (BCBA) Grad Certificate

3.12. Proposed instructional method by university: R-Lecture

3.13. Proposed delivery method by university: U01 Face-to-Face Term Based, U30 Hybrid

3.14. Term change will be effective: Fall 2021

3.15. Can students repeat the course for additional credit?

- ☐ Yes, total credit limit: _____ ☒ No

3.16. Will grade for this course be limited to S/U (pass/fail)?

- ☐ Yes ☒ No

3.17. Will section enrollment be capped?

- ☒ Yes, max per section: 30 ☐ No

3.18. Will this course equate (i.e., be considered the same course for degree completion) with any other unique or common courses in the common course system database in Colleague and the [Course Inventory Report](#)?

- ☐ Yes ☒ No

3.19. Is this prefix approved for your university?

- ☒ Yes ☐ No

Section 4. Department and Course Codes (Completed by University Academic Affairs)

4.4. University Department Code: UHSC

4.5. Banner Department Code: UHSC

4.6. Proposed [CIP Code](#): 42.2814-Applied Behavior Analysis

Is this a new CIP code for the university? ☒ Yes ☐ No



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS New Course Request

USD	School of Health Sciences	
Institution	Division/Department	
Elizabeth M. Freeburg		9/17/2020
Institutional Approval Signature		Date

Section 1. Course Title and Description

Prefix & No.	Course Title	Credits
HSC 604	Behavior Assessment	4

Course Description

This course examines a variety of behavioral assessment methods for (a) identifying the variables that contribute to behavioral problems and (b) guiding the design of effective behavioral interventions. Functional behavioral assessment techniques covered in this course include interviews, observations, descriptive assessments, and functional analyses.

Pre-requisites or Co-requisites (add lines as needed)

Prefix & No.	Course Title	Pre-Req/Co-Req?
HSC 601	Principles and Concepts ABA I	Pre-requisite
HSC 602	Single Subject Research Design	Pre-requisite

Registration Restrictions N/A

Section 2. Review of Course

2.3. Will this be a unique or common course (place an "X" in the appropriate box)?

If the request is for a unique course, institutions must review the common course catalog in the system course database to determine if a comparable common course already exists. List the two closest course matches in the common course catalog and provide a brief narrative explaining why the proposed course differs from those listed. If a search of the common course catalog determines an existing common course exists, complete the Authority to Offer an Existing Course Form. Courses requested without an attempt to find comparable courses will not be reviewed.

☒ **Unique Course**

Prefix & No.	Course Title	Credits
None		

Provide explanation of differences between proposed course and existing system catalog courses below:

This course is uniquely designed to meet the national credential requirements of the Association for Behavior Analyst International (ABAI) Verified Course Sequence (VCS) approval. There are no South Dakota universities currently providing courses which meet the ABAI VCS approval.

Section 3. Other Course Information

3.20. Are there instructional staffing impacts?

*AAC Form 2.7 – New Certificate
(Last Revised 05/2019)*

- ☒ **No.** Schedule Management, explain below: All BCBA certification courses will be taught by adjunct faculty with specialization in the field of Applied Behavior Analysis.

3.21. Existing program(s) in which course will be offered (i.e., any current or pending majors, minors, certificates, etc.): Available to all disciplines within Health Sciences and Pending Board Certified Behavior Analyst (BCBA) Grad Certificate

3.22. Proposed instructional method by university: R-Lecture

3.23. Proposed delivery method by university: U01 Face-to-Face Term Based, U30 Hybrid

3.24. Term change will be effective: Fall 2021

3.25. Can students repeat the course for additional credit?

- ☐ Yes, total credit limit: _____ ☒ No

3.26. Will grade for this course be limited to S/U (pass/fail)?

- ☐ Yes ☒ No

3.27. Will section enrollment be capped?

- ☒ Yes, max per section: 30 ☐ No

3.28. Will this course equate (i.e., be considered the same course for degree completion) with any other unique or common courses in the common course system database in Colleague and the [Course Inventory Report](#)?

- ☐ Yes ☒ No

3.29. Is this prefix approved for your university?

- ☒ Yes ☐ No

Section 4. Department and Course Codes (Completed by University Academic Affairs)

4.7. University Department Code: UHSC

4.8. Banner Department Code: UHSC

4.9. Proposed [CIP Code](#): 42.2814-Applied Behavior Analysis

Is this a new CIP code for the university? ☒ Yes ☐ No



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS New Course Request

USD	School of Health Sciences	
Institution	Division/Department	
<i>Elizabeth M. Freeburg</i>		9/17/2020
Institutional Approval Signature		Date

Section 1. Course Title and Description

Prefix & No.	Course Title	Credits
HSC 605	Behavior Change Procedures	4

Course Description

This course will provide students with exposure to evidence-based behavior analytic procedures for promoting socially meaningful behavior change in applied settings. Methodologies and applications to decrease behaviors that interfere with functioning and strengthen adaptive replacement behaviors will be covered. This course will also explore the impact of academic, social-emotional, behavioral, and other influences on human functioning.

Pre-requisites or Co-requisites

Prefix & No.	Course Title	Pre-Req/Co-Req?
HSC 604	Behavior Assessment	Pre-requisite

Registration Restrictions N/A

Section 2. Review of Course

2.4. Will this be a unique or common course (place an "X" in the appropriate box)?

If the request is for a unique course, institutions must review the common course catalog in the system course database to determine if a comparable common course already exists. List the two closest course matches in the common course catalog and provide a brief narrative explaining why the proposed course differs from those listed. If a search of the common course catalog determines an existing common course exists, complete the Authority to Offer an Existing Course Form. Courses requested without an attempt to find comparable courses will not be reviewed.

☒ Unique Course

Prefix & No.	Course Title	Credits
None		

Provide explanation of differences between proposed course and existing system catalog courses below:

This course is uniquely designed to meet the national credential requirements of the Association for Behavior Analyst International (ABAI) Verified Course Sequence (VCS) approval. There are no South Dakota universities currently providing courses which meet the ABAI VCS approval.

Section 3. Other Course Information

3.30. Are there instructional staffing impacts?

- ☒ **No.** Schedule Management, explain below: All BCBA certification courses will be taught by adjunct faculty with specialization in the field of Applied Behavior Analysis.

3.31. Existing program(s) in which course will be offered (i.e., any current or pending majors, minors, certificates, etc.): Available to all disciplines within Health Sciences and Pending Board Certified Behavior Analyst (BCBA) Grad Certificate

3.32. Proposed instructional method by university: R-Lecture

3.33. Proposed delivery method by university: U01 Face-to-Face Term Based, U30 Hybrid

3.34. Term change will be effective: Fall 2021

3.35. Can students repeat the course for additional credit?

☐ Yes, total credit limit: _____ ☒ No

3.36. Will grade for this course be limited to S/U (pass/fail)?

☐ Yes ☒ No

3.37. Will section enrollment be capped?

☒ Yes, max per section: 30 ☐ No

3.38. Will this course equate (i.e., be considered the same course for degree completion) with any other unique or common courses in the common course system database in Colleague and the [Course Inventory Report](#)?

☐ Yes ☒ No

3.39. Is this prefix approved for your university?

☒ Yes ☐ No

Section 4. Department and Course Codes (Completed by University Academic Affairs)

4.10. University Department Code: UHSC

4.11. Banner Department Code: UHSC

4.12. Proposed [CIP Code](#): 42.2814-Applied Behavior Analysis

Is this a new CIP code for the university? ☒ Yes ☐ No



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS New Course Request

USD	School of Health Sciences	
Institution	Division/Department	
<i>Elizabeth M. Freeburg</i>		9/17/2020
Institutional Approval Signature		Date

Section 1. Course Title and Description

Prefix & No.	Course Title	Credits
HSC 606	ABA in Practice: Ethics	3

Course Description
This course provides in-depth preparation for ethical practices in behavior analysis. Drawing from the ethical standards of the Behavior Analyst Certification Board (BACB), this course will cover the application of ethical standards for clinical and school settings.

Pre-requisites or Co-requisites (add lines as needed)

Prefix & No.	Course Title	Pre-Req/Co-Req?
HSC 603	Principles and Concepts ABA II	Pre-requisite

Registration Restrictions N/A

Section 2. Review of Course

2.5. Will this be a unique or common course (place an "X" in the appropriate box)?

If the request is for a unique course, institutions must review the common course catalog in the system course database to determine if a comparable common course already exists. List the two closest course matches in the common course catalog and provide a brief narrative explaining why the proposed course differs from those listed. If a search of the common course catalog determines an existing common course exists, complete the Authority to Offer an Existing Course Form. Courses requested without an attempt to find comparable courses will not be reviewed.

☒ **Unique Course**

Prefix & No.	Course Title	Credits
None		

Provide explanation of differences between proposed course and existing system catalog courses below:

This course is uniquely designed to meet the national credential requirements of the Association for Behavior Analyst International (ABAI) Verified Course Sequence (VCS) approval. There are no South Dakota universities currently providing courses which meet the ABAI VCS approval.

Section 3. Other Course Information

3.40. Are there instructional staffing impacts?

☒ **No.** Schedule Management, explain below: All BCBA certification courses will be taught by adjunct faculty with specialization in the field of Applied Behavior Analysis.

3.41. Existing program(s) in which course will be offered (i.e., any current or pending majors, minors, certificates, etc.): Available to all disciplines within Health Sciences and Pending Board Certified Behavior Analyst (BCBA) Grad Certificate

3.42. Proposed instructional method by university: R-Lecture

3.43. Proposed delivery method by university: U01 Face-to-Face Term Based, U30 Hybrid

3.44. Term change will be effective: Fall 2021

3.45. Can students repeat the course for additional credit?

☐ Yes, total credit limit: _____ ☒ No

3.46. Will grade for this course be limited to S/U (pass/fail)?

☐ Yes ☒ No

3.47. Will section enrollment be capped?

☒ Yes, max per section: 30 ☐ No

3.48. Will this course equate (i.e., be considered the same course for degree completion) with any other unique or common courses in the common course system database in Colleague and the [Course Inventory Report](#)?

☐ Yes ☒ No

3.49. Is this prefix approved for your university?

☒ Yes ☐ No

Section 4. Department and Course Codes (Completed by University Academic Affairs)

4.13. University Department Code: UHSC

4.14. Banner Department Code: UHSC

4.15. Proposed [CIP Code](#): 42.2814-Applied Behavior Analysis

Is this a new CIP code for the university? ☒ Yes ☐ No



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS New Course Request

USD	School of Health Sciences	
Institution	Division/Department	
<i>Elizabeth M. Freeburg</i>		9/17/2020
Institutional Approval Signature		Date

Section 1. Course Title and Description

Prefix & No.	Course Title	Credits
HSC 607	ABA in Practice: Supervision	1

Course Description

This course will provide training in knowledge and skills pertaining to best practice methods of personnel supervision and management within the field of Applied Behavior Analysis. Behavioral skills training and performance management strategies will be featured as models for increasing behavior analytic competencies of supervisees. This course further examines collaboration and consultation skills, as well as professionalism for the delivery of effective behavior analysis services.

Pre-requisites or Co-requisites (add lines as needed)

Prefix & No.	Course Title	Pre-Req/Co-Req?
HSC 601	Principles and Concepts ABA I	Pre-requisite

Registration Restrictions N/A

Section 2. Review of Course

2.6. Will this be a unique or common course (place an "X" in the appropriate box)?

If the request is for a unique course, institutions must review the common course catalog in the system course database to determine if a comparable common course already exists. List the two closest course matches in the common course catalog and provide a brief narrative explaining why the proposed course differs from those listed. If a search of the common course catalog determines an existing common course exists, complete the Authority to Offer an Existing Course Form. Courses requested without an attempt to find comparable courses will not be reviewed.

☒ **Unique Course**

Prefix & No.	Course Title	Credits
None		

Provide explanation of differences between proposed course and existing system catalog courses below:

This course is uniquely designed to meet the national credential requirements of the Association for Behavior Analyst International (ABAI) Verified Course Sequence (VCS) approval. There are no South Dakota universities currently providing courses which meet the ABAI VCS approval.

Section 3. Other Course Information

3.50. Are there instructional staffing impacts?

- ☒ **No.** Schedule Management, explain below: All BCBA certification courses will be taught by adjunct faculty with specialization in the field of Applied Behavior Analysis.

3.51. Existing program(s) in which course will be offered (i.e., any current or pending majors, minors, certificates, etc.): Available to all disciplines within Health Sciences and Pending Board Certified Behavior Analyst (BCBA) Grad Certificate

3.52. Proposed instructional method by university: R-Lecture

3.53. Proposed delivery method by university: U01 Face-to-Face Term Based, U30 Hybrid

3.54. Term change will be effective: Fall 2021

3.55. Can students repeat the course for additional credit?

☐ Yes, total credit limit: _____ ☒ No

3.56. Will grade for this course be limited to S/U (pass/fail)?

☐ Yes ☒ No

3.57. Will section enrollment be capped?

☒ Yes, max per section: 30 ☐ No

3.58. Will this course equate (i.e., be considered the same course for degree completion) with any other unique or common courses in the common course system database in Colleague and the [Course Inventory Report](#)?

☐ Yes ☒ No

3.59. Is this prefix approved for your university?

☒ Yes ☐ No

Section 4. Department and Course Codes (Completed by University Academic Affairs)

4.16. University Department Code: UHSC

4.17. Banner Department Code: UHSC

4.18. Proposed [CIP Code](#): 42.2814-Applied Behavior Analysis

Is this a new CIP code for the university? ☒ Yes ☐ No

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – E (6)
DATE: December 9-10, 2020

SUBJECT

New Graduate Certificate: USD Technology Development and Entrepreneurship

CONTROLLING STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

The University of South Dakota (USD) requests authorization to offer a graduate certificate in Technology Development and Entrepreneurship. The proposed certificate is a blend of STEM education and real-world training in business analysis and technology evaluation. The academic fields for the Technology Development and Entrepreneurship Certificate include biomedical engineering, basic biomedical sciences, business, chemistry, biology, computer science, and physics.

The proposed certificate will be available to MA, MS and PhD students on campus, as well as students at the GEAR Center in Sioux Falls. In addition, it will be available to undergraduate students pursuing an accelerated MA degree. It is anticipated that USD's Technology Readiness Acceleration Center (TRAC) will provide a steady stream of candidates for the certificate.

IMPACT AND RECOMMENDATION

USD plans to offer the proposed graduate certificate on campus and online. USD does not request state resources for the program, which will be primarily funded by federal grant funds. The program does not require any new courses.

Board staff recommends approval.

ATTACHMENTS

Attachment I – New Certificate Request Form: USD – Technology Development and Entrepreneurship

DRAFT MOTION 20201209_5-E(6):

I move to authorize USD to offer a graduate certificate in Technology Development and Entrepreneurship, as presented.



SOUTH DAKOTA BOARD OF REGENTS
ACADEMIC AFFAIRS FORMS
New Certificate

UNIVERSITY:	USD
TITLE OF PROPOSED CERTIFICATE:	Technology Development and Entrepreneurship
INTENDED DATE OF IMPLEMENTATION:	Spring 2021
PROPOSED CIP CODE:	52.0210
UNIVERSITY DEPARTMENT:	Graduate Studies [UGST]
UNIVERSITY DIVISION:	Graduate School [2G]

☒ Please check this box to confirm that:

- The individual preparing this request has read [AAC Guideline 2.7](#), which pertains to new certificate requests, and that this request meets the requirements outlined in the guidelines.
- This request will not be posted to the university website for review of the Academic Affairs Committee until it is approved by the Executive Director and Chief Academic Officer.

University Approval

To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

<i>Elizabeth M. Freeburg</i> <hr/> Institutional Approval Signature <i>President or Chief Academic Officer of the University</i>	10/22/2020 <hr/> Date
--	--------------------------

1. Is this a graduate-level certificate or undergraduate-level certificate?

Undergraduate Certificate ☐ Graduate Certificate ☒

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

The purpose of the Technology Development and Entrepreneurship Certificate is to 1) give USD graduates a competitive edge in a constantly evolving job market, 2) make tangible positive impacts on South Dakota's knowledge economy, and 3) foster deep connections between USD and external stakeholders. The Technology Development and Entrepreneurship Certificate is a blend of STEM education and real-world training in business analysis and technology evaluation. The academic fields for the Technology Development and Entrepreneurship Certificate include biomedical engineering, basic biomedical sciences, business, chemistry, biology, computer science, and physics.

3. If you do not have a major in this field, explain how the proposed minor relates to your university mission and strategic plan, and to the current Board of Regents Strategic Plan 2014-2020.

Links to the applicable State statute, Board Policy, and the Board of Regents Strategic Plan are listed below for each campus.

BHSU:	SDCL § 13-59	BOR Policy 1:10:4
DSU:	SDCL § 13-59	BOR Policy 1:10:5
NSU:	SDCL § 13-59	BOR Policy 1:10:6
SDSMT:	SDCL § 13-60	BOR Policy 1:10:3
SDSU:	SDCL § 13-58	BOR Policy 1:10:2
USD:	SDCL § 13-57	BOR Policy 1:10:1
Board of Regents Strategic Plan 2014-2020		

The Technology Development and Entrepreneurship Certificate provides professional education and promotes scholarly and creative activity. By providing students real-world opportunities to develop USD technologies, the Technology Development and Entrepreneurship Certificate prepares the next generation of STEM professionals and entrepreneurs. The Certificate program is a novel approach to furthering USD's contributions to South Dakota's economy and workforce.

- 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.*

According to a 2017 U.S. Bureau of Labor Statistics study, "Employment in STEM occupations grew by 10.5 percent, or 817,260 jobs, between May 2009 and May 2015, compared with 5.2 percent net growth in non-STEM occupations."¹ The Professional, Scientific, and Technical Services industry in South Dakota will experience a 12% growth rate through 2026.² Our state's burgeoning bioscience and technology industries will need highly-skilled professionals to meet these demands, and the proposed Certificate program will deliver.

This value-added, stackable credential will provide tangible support for USD graduates facing a competitive job market: completion of the Certificate demonstrates to employers the ability to think critically across disciplines and solve practical problems. Real-world interactions with inventors, business leaders, and area experts provide education beyond that classroom, and employers will recognize the significance of that experience.

USD's Technology Readiness Acceleration Center (TRAC) is training scientist-entrepreneurs as we speak, and TRAC will provide a steady stream of certificate candidates. TRAC is currently funded for three years: both a SD BOR grant worth nearly \$150,000 and a Federal EDA grant worth \$1.2 million have been awarded.

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

The Certificate will be available to current and incoming MA, MS, and PhD students at the main campus in Vermillion, SD and students at the GEAR Center in Sioux Falls, SD. The certificate is also a good fit for advanced undergrads who are pursuing an accelerated MA. As stated above, most TRAC students will pursue the certificate. There are currently four TRAC funded fellows and four departmentally funded TRAC students. That number will increase with the addition of EDA funding mentioned above.

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?**

No, the certificate is designed for USD students pursuing a graduate degree.

¹ Stella Fayer, Alan Lacey, and Audrey Watson, "STEM Occupations: Past, Present, And Future," U.S. Bureau of Labor Statistics (January 2017) <https://www.bls.gov/spotlight/2017/science-technology-engineering-and-mathematics-stem-occupations-past-present-and-future/home.htm>

² South Dakota Department of Labor and Regulation, "Hot Careers," Labor Market Information Center, Long Term Industry Projections, https://dlr.sd.gov/lmic/menu_hot_careers.aspx

AAC Form 2.7 – New Certificate
(Last Revised 05/2019)

- 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.**

Yes, the certificate is intended to supplement a USD graduate-level education. The disciplines most likely to benefit would be: biomedical engineering, basic biomedical sciences, chemistry, biology, computer science, physics, and business. However, students in non-STEM disciplines or STEM-related disciplines may find value as well.

- C. Is the certificate a stackable credential with credits that apply to a higher level credential (i.e., associate, bachelor's, or master's degree)? If so, indicate the program(s) to which the certificate stacks and the number of credits from the certificate that can be applied to the program.**

Yes, in most cases the certificate includes credits that may be applied both to a student's major field of study and to the certificate itself.

- 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)
BME	788	Master's Research Problems/Project		3	No
Two elective courses approved by the TRAC director. Two elective courses approved by the TRAC director. Elective courses will be chosen from a major area of study in consultation with the TRAC director and the student's academic advisor.				6	No
Elective courses should be relevant to two of the following: a) experimental design in the sciences, b) business and marketing, c) safe and effective use of technical equipment, d) foundational knowledge in the student's area of study, or e) technology development.					
Subtotal				9	

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?**

Students who complete the certificate will:

- Understand salient indicators of a technology's commercialization potential
- Determine technology readiness level using industry-recognized methodologies
- Recognize the principles of sound experimental design techniques
- Learn proper and safe use of scientific equipment and facilities
- Identify funding opportunities and develop grant preparation skills
- Understand issues related to intellectual property

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.*

Complete the table below to list specific learning outcomes – knowledge and competencies – for courses in the proposed program in each row.

Individual Student Outcome	Program Courses that Address the Outcomes		
	BME 788*	Elective Courses	
Understand salient indicators of a technology's commercialization potential	x		
Determine technology readiness level using industry-recognized methodologies	x		
Recognize the principles of sound experimental design techniques		x	x
Learn proper and safe use of scientific equipment and facilities		x	x
Identify funding opportunities and develop grant preparation skills	x		
Understand issues related to intellectual property	x		
Master discipline-specific knowledge and skills		x	x

Delivery Location.

Note: The accreditation requirements of the Higher Learning Commission (HLC) require Board approval for a university to offer programs off-campus and through distance delivery.

A. Complete the following charts to indicate if the university seeks authorization to deliver the entire program on campus, at any off campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire program through distance technology (e.g., as an on-line program)?

	Yes/No	Intended Start Date
On campus	Yes	Spring 2021

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

	Yes/No	If Yes, identify delivery methods Delivery methods are defined in AAC Guideline 5.5 .	Intended Start Date
Distance Delivery (online/other distance delivery methods)	Yes	TRAC uses webinar and other online training platforms.	Spring 2021
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		

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – F (1)
DATE: December 9-10, 2020

SUBJECT

New Specialization: DSU Specialization in Accounting

CONTROLLING STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

Dakota State University (DSU) requests authorization to offer a specialization in Accounting within the BBA in Business. Currently, DSU offers Accounting as a major within the Bachelor of Business Administration degree. This request will move the current major to a specialization within the BBA in Business, and will build upon the core BBA curriculum with advanced coursework in the accounting discipline.

IMPACT AND RECOMMENDATION

DSU requests authorization to offer the specialization on campus and online. The specialization does not require the creation of new courses. DSU is not asking for additional resources to offer the program.

Board office staff recommends approval of the program.

ATTACHMENTS

Attachment I – New Specialization Request Form: DSU – Accounting

DRAFT MOTION 20201209_5-F(1):

I move to authorize DSU to offer a specialization in Accounting within the BBA in Business, as presented.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

New Specialization

UNIVERSITY:	DSU
TITLE OF PROPOSED SPECIALIZATION:	Accounting
NAME OF DEGREE PROGRAM IN WHICH SPECIALIZATION IS OFFERED:	Bachelor of Business Administration (BBA)
INTENDED DATE OF IMPLEMENTATION:	8/18/2021
PROPOSED CIP CODE:	520201
UNIVERSITY DEPARTMENT:	College of Business and Information Systems
UNIVERSITY DIVISION:	DBUS

University Approval

To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

Institutional Approval Signature
President or Chief Academic Officer of the University

9/4/2020

Date

1. Level of the Specialization (*place an "X" in the appropriate box*):

Baccalaureate ☒ Master's ☐ Doctoral ☐

2. What is the nature/purpose of the proposed specialization?

The university currently has an Accounting major in the business administration degree. This moves the major to a specialization. The Accounting specialization will build upon the baccalaureate in business administration (BBA) core curriculum with advanced coursework in the accounting discipline.

3. Provide a justification for the specialization, including the potential benefits to students and potential workforce demand for those who graduate with the credential.¹

¹ For workforce related information, please provide data and examples; data sources may include but are not limited to the South Dakota Department of Labor, the US Bureau of Labor Statistics, Regental system dashboards, etc.

Employment of accountants and auditors is projected to grow 6 percent from 2018 to 2028, about as fast as the average for all occupations. In general, employment growth of accountants and auditors is expected to be closely tied to the health of the overall economy. As the economy grows, more workers should be needed to prepare and examine financial records.

<https://www.bls.gov/ooh/business-and-financial/accountants-and-auditors.htm>

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)
Core Requirements			60	
ACCT	210	Accounting I	3	No
ACCT	211	Accounting II	3	No
BADM	101	Survey of Business	3	No
BADM	220	Business Statistics	3	No
BADM	310	Business Finance	3	No
BADM	321	Business Statistics II	3	No
BADM	344	Managerial Communications	3	No
BADM	350	Legal Environment of Business	3	No
BADM	360	Organization and Management	3	No
BADM	370	Marketing	3	No
BADM	405	International Trade & Finance	3	No
BADM	425	Production and Operations Management	3	No
BADM	482	Business Policy and Strategy	3	No
CIS	325	Management Information Systems	3	No
CSC	105	Introduction to Computers	3	No
CSC	150	Computer Science I	3	No
ECON	201	Principles of Microeconomics	3	No
ECON	202	Principles of Macroeconomics	3	No
SOC	285	Society and Technology	3	No
Choose three credits from the following (3 credits):				
CIS	206	Advanced Applications:	1	No
CIS	207	Advanced Applications: Spreadsheets	1	
CIS	208	Advanced Applications: Database	1	
CIS	209	Advanced Applications: SAS	1	
CIS	210	QuickBooks I	1	
Accounting Specialization			21	
ACCT	310	Intermediate Accounting I	3	No
ACCT	311	Intermediate Accounting II	3	No
ACCT	320	Cost Accounting	3	No
ACCT	360	Accounting Systems	3	No
ACCT	430	Income Tax Accounting	3	No
ACCT	431	Advanced Income Tax	3	No
ACCT	450	Auditing	3	No

Electives	9	
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Total number of hours required for completion of specialization	21
Total number of hours required for completion of major	81
Total number of hours required for completion of degree	120

5. Delivery Location²

A. Complete the following charts to indicate if the university seeks authorization to deliver the entire program on campus, at any off campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire program through distance technology (e.g., as an on-line program)?

	Yes/No	Intended Start Date
On campus	Yes	Fall 2021

	Yes/No	If Yes, list location(s)	Intended Start Date
Off campus	Choose an item.		Choose an item. Choose an item.

	Yes/No	If Yes, identify delivery methods³	Intended Start Date
Distance Delivery (online/other distance delivery methods)	Yes	internet	Fall 2021

B. Complete the following chart to indicate if the university seeks authorization to deliver more than 50% but less than 100% of the certificate through distance learning (e.g., as an on-line program)?⁴

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

² The Higher Learning Commission (HLC) and Board of Regents policy requires approval for a university to offer programs off-campus and through distance delivery.

³ Delivery methods are defined in [AAC Guideline 5.5](#).

⁴ This question responds to HLC definitions for distance delivery.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – F (2)
DATE: December 9-10, 2020

SUBJECT

New Specialization: DSU Specialization in Business Technology

CONTROLLING STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

Dakota State University (DSU) requests authorization to offer a specialization in Business Technology within the BBA in Business. Currently, DSU offers Business Technology as a major within the Bachelor of Business Administration degree. This request will move the current major to a specialization within the BBA in Business, and will build upon the core BBA curriculum with advanced coursework in the Business Technology discipline.

IMPACT AND RECOMMENDATION

DSU requests authorization to offer the specialization on campus and online. The specialization does not require the creation of new courses. DSU is not asking for additional resources to offer the program.

Board office staff recommends approval of the program.

ATTACHMENTS

Attachment I – New Specialization Request Form: DSU – Business Technology

DRAFT MOTION 20201209_5-F(2):

I move to authorize DSU to offer a specialization in Business Technology within the BBA in Business, as presented.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

New Specialization

UNIVERSITY:	DSU
TITLE OF PROPOSED SPECIALIZATION:	Business Technology
NAME OF DEGREE PROGRAM IN WHICH SPECIALIZATION IS OFFERED:	Bachelor of Business Administration (BBA)
INTENDED DATE OF IMPLEMENTATION:	8/18/2021
PROPOSED CIP CODE:	520201
UNIVERSITY DEPARTMENT:	College of Business and Information Systems
UNIVERSITY DIVISION:	DBUS

University Approval

To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

Institutional Approval Signature
President or Chief Academic Officer of the University

9/4/2020

Date

1. Level of the Specialization (*place an "X" in the appropriate box*):

Baccalaureate ☒ Master's ☐ Doctoral ☐

2. What is the nature/purpose of the proposed specialization?

The university currently has a Business Technology major in the business administration degree. This moves the major to a specialization. The Business Technology specialization will build upon the baccalaureate in business administration (BBA) core curriculum with advanced coursework in the business technology discipline.

3. Provide a justification for the specialization, including the potential benefits to students and potential workforce demand for those who graduate with the credential.¹

¹ For workforce related information, please provide data and examples; data sources may include but are not limited to the South Dakota Department of Labor, the US Bureau of Labor Statistics, Regental system dashboards, etc.

Employment of computer and information systems managers is projected to grow 11 percent from 2018 to 2028, much faster than the average for all occupations. Demand for computer and information systems managers will grow as firms increasingly expand their business to digital platforms.

<https://www.bls.gov/ooh/management/computer-and-information-systems-managers.htm>

Employment of computer and information technology occupations is projected to grow 12 percent from 2018 to 2028, much faster than the average for all occupations. These occupations are projected to add about 546,200 new jobs.

<https://www.bls.gov/ooh/computer-and-information-technology/home.htm>

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)
Core Requirements			60	
ACCT	210	Accounting I	3	No
ACCT	211	Accounting II	3	No
BADM	101	Survey of Business	3	No
BADM	220	Business Statistics	3	No
BADM	310	Business Finance	3	No
BADM	321	Business Statistics II	3	No
BADM	344	Managerial Communications	3	No
BADM	350	Legal Environment of Business	3	No
BADM	360	Organization and Management	3	No
BADM	370	Marketing	3	No
BADM	405	International Trade & Finance	3	No
BADM	425	Production and Operations Management	3	No
BADM	482	Business Policy and Strategy	3	No
CIS	325	Management Information Systems	3	No
CSC	105	Introduction to Computers	3	No
CIS	123	Problem Solving and Programming	3	No
CIS	130	Visual Basic Programming OR		
CSC	150	Computer Science I		
ECON	201	Principles of Microeconomics	3	No
ECON	202	Principles of Macroeconomics	3	No
SOC	285	Society and Technology	3	No
Choose three credits from the following (3 credits):				
CIS	206	Advanced Applications:	1	No
CIS	207	Advanced Applications: Spreadsheets	1	
CIS	208	Advanced Applications: Database	1	
CIS	209	Advanced Applications: SAS	1	
CIS	210	QuickBooks I	1	

Business Technology Specialization			21	
ACCT	360	Accounting Systems	3	No
BADM	331	Financial Technology	3	No
BADM	435	Management of Technology and Innovation	3	No
BADM	472	Marketing Technology	3	No
CIS	332	Structured Systems Analysis and Design	3	No
CIS	338	Project Management	3	No
CIS	384	Decision Support Systems	3	No
Electives			9	

Total number of hours required for completion of specialization

21

Total number of hours required for completion of major

81

Total number of hours required for completion of degree

120

5. Delivery Location²

A. Complete the following charts to indicate if the university seeks authorization to deliver the entire program on campus, at any off campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire program through distance technology (e.g., as an on-line program)?

	Yes/No	Intended Start Date
On campus	Yes	Fall 2021

	Yes/No	If Yes, list location(s)	Intended Start Date
Off campus	Choose an item.		Choose an item. Choose an item.

	Yes/No	If Yes, identify delivery methods³	Intended Start Date
Distance Delivery (online/other distance delivery methods)	Yes	internet	Fall 2021

B. Complete the following chart to indicate if the university seeks authorization to deliver more than 50% but less than 100% of the certificate through distance learning (e.g., as an on-line program)?⁴

	Yes/No	If Yes, identify delivery methods	Intended Start Date
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² The Higher Learning Commission (HLC) and Board of Regents policy requires approval for a university to offer programs off-campus and through distance delivery.

³ Delivery methods are defined in [AAC Guideline 5.5](#).

⁴ This question responds to HLC definitions for distance delivery.

Distance Delivery (online/other distance delivery methods)	Choose an item.		Choose an item. Choose an item.
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SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – F (3)
DATE: December 9-10, 2020

SUBJECT

New Specialization: DSU Specialization in Finance

CONTROLLING STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

Dakota State University (DSU) requests authorization to offer a specialization in Finance within the BBA in Business. Currently, DSU offers Finance as a major within the Bachelor of Business Administration degree. This request will move the current major to a specialization within the BBA in Business, and will build upon the core BBA curriculum with advanced coursework in the Finance discipline.

IMPACT AND RECOMMENDATION

DSU requests authorization to offer the specialization on campus and online. The specialization does not require the creation of new courses. DSU is not asking for additional resources to offer the program.

Board office staff recommends approval of the program.

ATTACHMENTS

Attachment I – New Specialization Request Form: DSU – Finance

DRAFT MOTION 20201209_5-F(3):

I move to authorize DSU to offer a specialization in Finance within the BBA in Business, as presented.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

New Specialization

UNIVERSITY:	DSU
TITLE OF PROPOSED SPECIALIZATION:	Finance
NAME OF DEGREE PROGRAM IN WHICH SPECIALIZATION IS OFFERED:	Bachelor of Business Administration (BBA)
INTENDED DATE OF IMPLEMENTATION:	8/18/2021
PROPOSED CIP CODE:	520201
UNIVERSITY DEPARTMENT:	College of Business and Information Systems
UNIVERSITY DIVISION:	DBUS

University Approval

To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

Institutional Approval Signature
President or Chief Academic Officer of the University

9/4/2020

Date

1. Level of the Specialization (*place an "X" in the appropriate box*):

Baccalaureate ☒ Master's ☐ Doctoral ☐

2. What is the nature/purpose of the proposed specialization?

The university currently has a Finance major in the business administration degree. This moves the major to a specialization. The Finance specialization will build upon the baccalaureate in business administration (BBA) core curriculum with advanced coursework in the finance discipline.

3. Provide a justification for the specialization, including the potential benefits to students and potential workforce demand for those who graduate with the credential.¹

¹ For workforce related information, please provide data and examples; data sources may include but are not limited to the South Dakota Department of Labor, the US Bureau of Labor Statistics, Regental system dashboards, etc.

Employment of financial analysts is projected to grow 6 percent from 2018 to 2028, about as fast as the average for all occupations. A growing range of financial products and the need for in-depth knowledge of geographic regions are expected to lead to strong employment growth.

<https://www.bls.gov/ooh/business-and-financial/financial-analysts.htm>

Employment of business and financial operations occupations is projected to grow 7 percent from 2018 to 2028, faster than the average for all occupations, adding about 591,800 new jobs.

<https://www.bls.gov/ooh/business-and-financial/home.htm>

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)
Core Requirements			60	
ACCT	210	Accounting I	3	No
ACCT	211	Accounting II	3	No
BADM	101	Survey of Business	3	No
BADM	220	Business Statistics	3	No
BADM	310	Business Finance	3	No
BADM	321	Business Statistics II	3	No
BADM	344	Managerial Communications	3	No
BADM	350	Legal Environment of Business	3	No
BADM	360	Organization and Management	3	No
BADM	370	Marketing	3	No
BADM	405	International Trade & Finance	3	No
BADM	425	Production and Operations Management	3	No
BADM	482	Business Policy and Strategy	3	No
CIS	325	Management Information Systems	3	No
CSC	105	Introduction to Computers	3	No
CIS	123	Problem Solving and Programming	3	No
CIS	130	Visual Basic Programming OR		
CSC	150	Computer Science I		
ECON	201	Principles of Microeconomics	3	No
ECON	202	Principles of Macroeconomics	3	No
SOC	285	Society and Technology	3	No
Choose three credits from the following (3 credits):				
CIS	206	Advanced Applications:	1	No
CIS	207	Advanced Applications: Spreadsheets	1	
CIS	208	Advanced Applications: Database	1	
CIS	209	Advanced Applications: SAS	1	
CIS	210	QuickBooks I	1	
Finance Specialization			21	
ACCT	305	Analysis of Financial Statements	3	No
BADM	331	Financial Technology	3	No

BADM	411	Investments	3	No
BADM	415	Financial Institutions	3	No
ACCT/BADM/CIS/CSC /ECON	300-400	Electives	6	No
BADM	418	Financial Futures and Options	3	No
Electives			9	

Total number of hours required for completion of specialization

21

Total number of hours required for completion of major

81

Total number of hours required for completion of degree

120

5. Delivery Location²

A. Complete the following charts to indicate if the university seeks authorization to deliver the entire program on campus, at any off campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire program through distance technology (e.g., as an on-line program)?

	Yes/No	Intended Start Date
On campus	Yes	Fall 2021

	Yes/No	If Yes, list location(s)	Intended Start Date
Off campus	Choose an item.		Choose an item. Choose an item.

	Yes/No	If Yes, identify delivery methods³	Intended Start Date
Distance Delivery (online/other distance delivery methods)	Yes	internet	Fall 2021

B. Complete the following chart to indicate if the university seeks authorization to deliver more than 50% but less than 100% of the certificate through distance learning (e.g., as an on-line program)?⁴

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

² The Higher Learning Commission (HLC) and Board of Regents policy requires approval for a university to offer programs off-campus and through distance delivery.

³ Delivery methods are defined in [AAC Guideline 5.5](#).

⁴ This question responds to HLC definitions for distance delivery.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – F (4)
DATE: December 9-10, 2020

SUBJECT

New Specialization: DSU Specialization in Management

CONTROLLING STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

Dakota State University (DSU) requests authorization to offer a specialization in Management within the BBA in Business. Currently, DSU offers Management as a major within the Bachelor of Business Administration degree. This request will move the current major to a specialization within the BBA in Business, and will build upon the core BBA curriculum with advanced coursework in the Management discipline.

IMPACT AND RECOMMENDATION

DSU requests authorization to offer the specialization on campus and online. The specialization does not require the creation of new courses. DSU is not asking for additional resources to offer the program.

Board office staff recommends approval of the program.

ATTACHMENTS

Attachment I – New Specialization Request Form: DSU – Management

DRAFT MOTION 20201209_5-F(4):

I move to authorize DSU to offer a specialization in Management within the BBA in Business, as presented.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

New Specialization

UNIVERSITY:	DSU
TITLE OF PROPOSED SPECIALIZATION:	Management
NAME OF DEGREE PROGRAM IN WHICH SPECIALIZATION IS OFFERED:	Bachelor of Business Administration (BBA)
INTENDED DATE OF IMPLEMENTATION:	8/18/2021
PROPOSED CIP CODE:	520201
UNIVERSITY DEPARTMENT:	College of Business and Information Systems
UNIVERSITY DIVISION:	DBUS

University Approval

To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

Institutional Approval Signature
President or Chief Academic Officer of the University

9/4/2020

Date

1. Level of the Specialization (*place an "X" in the appropriate box*):

Baccalaureate ☒ Master's ☐ Doctoral ☐

2. What is the nature/purpose of the proposed specialization?

The university currently has a Management major in the business administration degree. This moves the major to a specialization. The Management specialization will build upon the baccalaureate in business administration (BBA) core curriculum with advanced coursework in the management discipline.

3. Provide a justification for the specialization, including the potential benefits to students and potential workforce demand for those who graduate with the credential.¹

¹ For workforce related information, please provide data and examples; data sources may include but are not limited to the South Dakota Department of Labor, the US Bureau of Labor Statistics, Regental system dashboards, etc.

Employment of management occupations is projected to grow 7 percent from 2018 to 2028, faster than the average for all occupations, which will result in about 706,900 new jobs. Employment growth is expected to be driven by the formation of new organizations and expansion of existing ones, which should require more workers to manage these operations.

<https://www.bls.gov/ooh/management/home.htm>

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)
Core Requirements			60	
ACCT	210	Accounting I	3	No
ACCT	211	Accounting II	3	No
BADM	101	Survey of Business	3	No
BADM	220	Business Statistics	3	No
BADM	310	Business Finance	3	No
BADM	321	Business Statistics II	3	No
BADM	344	Managerial Communications	3	No
BADM	350	Legal Environment of Business	3	No
BADM	360	Organization and Management	3	No
BADM	370	Marketing	3	No
BADM	405	International Trade & Finance	3	No
BADM	425	Production and Operations Management	3	No
BADM	482	Business Policy and Strategy	3	No
CIS	325	Management Information Systems	3	No
CSC	105	Introduction to Computers	3	No
CIS	123	Problem Solving and Programming, Visual Basic Programming OR Computer Science I	3	No
CIS	130			
CSC	150			
ECON	201	Principles of Microeconomics	3	No
ECON	202	Principles of Macroeconomics	3	No
SOC	285	Society and Technology	3	No
Choose three credits from the following (3 credits):				
CIS	206	Advanced Applications:	1	No
CIS	207	Advanced Applications: Spreadsheets	1	
CIS	208	Advanced Applications: Database	1	
CIS	209	Advanced Applications: SAS	1	
CIS	210	QuickBooks I	1	
Management Specialization			21	
BADM	435	Management of Technology and Innovation	3	No
BADM	436	Entrepreneurship	3	No
BADM	460	Human Resource Management	3	No
BADM	464	Organizational Behavior	3	No

BADM	468	International Management	3	No
CIS	384	Decision Support Systems	3	No
ACCT/BADM/CIS/CSC		Electives	3	No
Electives			9	

Total number of hours required for completion of specialization

21

Total number of hours required for completion of major

81

Total number of hours required for completion of degree

120

5. Delivery Location²

A. Complete the following charts to indicate if the university seeks authorization to deliver the entire program on campus, at any off campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire program through distance technology (e.g., as an on-line program)?

	Yes/No	Intended Start Date
On campus	Yes	Fall 2021

	Yes/No	If Yes, list location(s)	Intended Start Date
Off campus	Choose an item.		Choose an item. Choose an item.

	Yes/No	If Yes, identify delivery methods³	Intended Start Date
Distance Delivery (online/other distance delivery methods)	Yes	internet	Fall 2021

B. Complete the following chart to indicate if the university seeks authorization to deliver more than 50% but less than 100% of the certificate through distance learning (e.g., as an on-line program)?⁴

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

² The Higher Learning Commission (HLC) and Board of Regents policy requires approval for a university to offer programs off-campus and through distance delivery.

³ Delivery methods are defined in [AAC Guideline 5.5](#).

⁴ This question responds to HLC definitions for distance delivery.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – F (5)
DATE: December 9-10, 2020

SUBJECT

New Specialization: DSU Specialization in Marketing

CONTROLLING STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

Dakota State University (DSU) requests authorization to offer a specialization in Marketing within the BBA in Business. Currently, DSU offers Marketing as a major within the Bachelor of Business Administration degree. This request will move the current major to a specialization within the BBA in Business, and will build upon the core BBA curriculum with advanced coursework in the Marketing discipline.

IMPACT AND RECOMMENDATION

DSU requests authorization to offer the specialization on campus and online. The specialization does not require the creation of new courses. DSU is not asking for additional resources to offer the program.

Board office staff recommends approval of the program.

ATTACHMENTS

Attachment I – New Specialization Request Form: DSU – Marketing

DRAFT MOTION 20201209_5-F(5):

I move to authorize DSU to offer a specialization in Marketing within the BBA in Business, as presented.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

New Specialization

UNIVERSITY:	DSU
TITLE OF PROPOSED SPECIALIZATION:	Marketing
NAME OF DEGREE PROGRAM IN WHICH SPECIALIZATION IS OFFERED:	Bachelor of Business Administration (BBA)
INTENDED DATE OF IMPLEMENTATION:	8/18/2021
PROPOSED CIP CODE:	520201
UNIVERSITY DEPARTMENT:	College of Business and Information Systems
UNIVERSITY DIVISION:	DBUS

University Approval

To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

Institutional Approval Signature
President or Chief Academic Officer of the University

9/4/2020

Date

1. Level of the Specialization (*place an "X" in the appropriate box*):

Baccalaureate ☒ Master's ☐ Doctoral ☐

2. What is the nature/purpose of the proposed specialization?

The university currently has a Marketing major in the business administration degree. This moves the major to a specialization. The Marketing specialization will build upon the baccalaureate in business administration (BBA) core curriculum with advanced coursework in the marketing discipline.

3. Provide a justification for the specialization, including the potential benefits to students and potential workforce demand for those who graduate with the credential.¹

¹ For workforce related information, please provide data and examples; data sources may include but are not limited to the South Dakota Department of Labor, the US Bureau of Labor Statistics, Regental system dashboards, etc.

Overall employment of advertising, promotions, and marketing managers is projected to grow 8 percent from 2018 to 2028, faster than the average for all occupations.

<https://www.bls.gov/ooh/management/advertising-promotions-and-marketing-managers.htm>

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)
Core Requirements			60	
ACCT	210	Accounting I	3	No
ACCT	211	Accounting II	3	No
BADM	101	Survey of Business	3	No
BADM	220	Business Statistics	3	No
BADM	310	Business Finance	3	No
BADM	321	Business Statistics II	3	No
BADM	344	Managerial Communications	3	No
BADM	350	Legal Environment of Business	3	No
BADM	360	Organization and Management	3	No
BADM	370	Marketing	3	No
BADM	405	International Trade & Finance	3	No
BADM	425	Production and Operations Management	3	No
BADM	482	Business Policy and Strategy	3	No
CIS	325	Management Information Systems	3	No
CSC	105	Introduction to Computers	3	No
CIS	123	Problem Solving and Programming	3	No
CIS	130	Visual Basic Programming OR		
CSC	150	Computer Science I		
ECON	201	Principles of Microeconomics	3	No
ECON	202	Principles of Macroeconomics	3	No
SOC	285	Society and Technology	3	No
Choose three credits from the following (3 credits):				
CIS	206	Advanced Applications:	1	No
CIS	207	Advanced Applications: Spreadsheets	1	
CIS	208	Advanced Applications: Database	1	
CIS	209	Advanced Applications: SAS	1	
CIS	210	QuickBooks I	1	
Marketing Specialization			21	
BADM	474	Personal Selling	3	No
BADM	475	Consumer Behavior	3	No
BADM	476	Marketing Research	3	No
BADM	481	Promotional Management	3	No
ACCT/BADM/CIS/CSC /ECON		Electives	9	No
Electives			9	

Total number of hours required for completion of specialization
 Total number of hours required for completion of major
 Total number of hours required for completion of degree

21
81
120

5. Delivery Location²

A. Complete the following charts to indicate if the university seeks authorization to deliver the entire program on campus, at any off campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire program through distance technology (e.g., as an on-line program)?

	Yes/No	Intended Start Date
On campus	Yes	Fall 2021

	Yes/No	If Yes, list location(s)	Intended Start Date
Off campus	Choose an item.		Choose an item. Choose an item.

	Yes/No	If Yes, identify delivery methods³	Intended Start Date
Distance Delivery (online/other distance delivery methods)	Yes	internet	Fall 2021

B. Complete the following chart to indicate if the university seeks authorization to deliver more than 50% but less than 100% of the certificate through distance learning (e.g., as an on-line program)?⁴

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

² The Higher Learning Commission (HLC) and Board of Regents policy requires approval for a university to offer programs off-campus and through distance delivery.

³ Delivery methods are defined in [AAC Guideline 5.5](#).

⁴ This question responds to HLC definitions for distance delivery.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – F (6)
DATE: December 9-10, 2020

SUBJECT

New Specialization: USD Specialization in PreK-12 Educational Leadership

CONTROLLING STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

The University of South Dakota (USD) requests authorization to offer a specialization in PreK-12 Educational Leadership within the Ed.D. in Educational Administration and Leadership. The PreK-12 Education Leadership specialization will provide students with an alternative to the primary pathways for an Ed.D. degree in the Division of Educational Leadership, which are currently all tied to licensure. The proposed specialization is designed specifically for Ed.D. candidates who desire an Ed.D. degree, but do not need the degree for licensure.

IMPACT AND RECOMMENDATION

USD requests authorization to offer the specialization online. The specialization will require no new courses. USD is not asking for additional resources to offer the program.

Board office staff recommends approval of the program.

ATTACHMENTS

Attachment I – New Specialization Request Form: USD – PreK-12 Educational Leadership

DRAFT MOTION 20201209_5-F(6):

I move to authorize USD to offer a specialization in PreK-12 Educational Leadership within the Ed.D. in Educational Administration and Leadership, as presented.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS New Specialization

UNIVERSITY:	USD
TITLE OF PROPOSED SPECIALIZATION:	PreK-12 Educational Leadership (Ed.D.)
NAME OF DEGREE PROGRAM IN WHICH SPECIALIZATION IS OFFERED:	Educational Administration and Leadership, Ed.D.
INTENDED DATE OF IMPLEMENTATION:	5/17/2021
PROPOSED CIP CODE:	13.0401
UNIVERSITY DEPARTMENT:	Educational Leadership Division [UEDL]
UNIVERSITY DIVISION:	School of Education [2E]

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

- 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.

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.

<i>Elizabeth M. Freeburg</i> _____ Institutional Approval Signature <i>President or Chief Academic Officer of the University</i>	10/22/2020 _____ Date
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1. Level of the Specialization:

Baccalaureate ☐ Master's ☐ Ed. Specialist ☐ 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 purpose of this new specialization in *PreK-12 Educational Leadership – (Ed.D.)* is to provide students with an alternative to the primary pathways for an Ed.D. degree in the Division of Educational Leadership, which are all tied to licensure. This specialization is designed specifically for our Ed.D. candidates who desire an Ed.D. degree, but do not need this degree for licensure.

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.*

Each year we have applicants interested in our Ed.D. programs, yet they report that they will not apply to our program because they do not need the Ed.D. degree for licensure. For example, a school superintendent for 25 years may not apply to our Ed.D. Superintendent program because he

or she would likely need to take five or more courses designed for initial licensure for aspiring superintendents. This new specialization would provide a pathway that would increase the number and quality of applicants to our Ed.D. program.

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

Prefix	Number	Course Title	Credit Hours	New (yes, no)
Conferred Master's Degree			30+	No
Educational Graduate Courses or Conferred Ed.S. Degree			30+	No
EDAD	801	Theory in Educational Leadership	3	No
EDAD	805	Inquiry for the Scholar-Practitioner	3	No
EDAD	810	Research in Educational Leadership	3	No
EDAD	885	Dissertation Seminar	3	No
EDAD	898D	Dissertation in EDAD	12-17	No
EDER	762	Foundations of Statistics	3	No
EDER/EDER	860/763	Advanced Statistics I/Qualitative Methods of Educational Research	3	No

Total number of hours required for completion of specialization

30

Total number of hours required for completion of degree

90-95

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	No	

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

	Yes/No	If Yes, identify delivery methods Delivery methods are defined in AAC Guideline 5.5.	Intended Start Date
Distance Delivery (online/other distance delivery methods)	Yes	030 Blended/Hybrid = Instruction blends online and face-to-face delivery. Course has reduced contact time and some, but less than 75% of the course content is delivered online.	Summer 2021

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	030 Blended/Hybrid = Instruction blends online and face-to-face delivery. Course has reduced contact time and some, but less than 75% of the course content is delivered online.	Summer 2021

6. Additional Information:

For too long, we have frustrated interested students who do not need the Ed.D. degree for licensure, and our goal is to increase the number and quality of applicants to our Ed.D. program. In the spring of 2020, the Chair of the Division of Educational Leadership at the University of Nebraska at Kearney reached out to us asking if we would consider creating this pathway because school leaders in Nebraska were also frustrated that the Ed.D. pathways in Nebraska were tied to licensure.

The following is what would be included in the USD Graduate School Catalog:

1. [EDAD 801 - Theory in Educational Leadership](#) 3 cr hrs
2. [EDAD 805 - Inquiry for the Scholar-Practitioner](#) 3 cr hrs
3. [EDAD 810 - Research in Educational Leadership](#) 3 cr hrs
4. [EDAD 885 - Dissertation Seminar](#) 3 cr hrs
5. [EDAD 898D - Dissertation in Edad \(C\)](#) 15 cr hrs
6. [EDER 762 - Foundations of Statistics](#) 3 cr hrs
7. [EDER 860 - Advanced Statistics I](#) 3 cr hrs OR [EDER 763 - Qualitative Methods of Educational Research](#) 3 cr hrs

The following course rotation would be offered:

Summer	Fall	Spring	Summer	Fall	Spring
EDAD 801	EDAD 805	EDAD 810		EDAD 885	
	EDER 762	EDER 860 (or EDER 763 in the fall if qualitative)		EDER 763 (or no course if already took EDER 860)	
	EDAD 898D	EDAD 898D		EDAD 898D	EDAD 898D

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – F (7)
DATE: December 9-10, 2020

SUBJECT

New Specialization: USD Specialization in Molecular Biology & Genetics

CONTROLLING STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

The University of South Dakota (USD) requests authorization to offer a specialization in Molecular Biology & Genetics within the PhD in Basic Biomedical Sciences (BBS). The BBS program is an interdisciplinary graduate program providing research training in a wide range of disciplines. Several specializations currently exist within the program, which provide students with intensive coursework training in an area of relevance to their dissertation research. Molecular Biology & Genetics will focus on the broad molecular biological and genetic mechanisms underlying human disease.

IMPACT AND RECOMMENDATION

USD requests authorization to offer the specialization on campus. The specialization will consist of existing courses that were specifically designed to support this area of study. USD is not asking for additional resources to offer the program.

Board office staff recommends approval of the program.

ATTACHMENTS

Attachment I – New Specialization Request Form: USD – Molecular Biology & Genetics

DRAFT MOTION 20201209_5-F(7):

I move to authorize USD to offer a specialization in Molecular Biology & Genetics within the PhD in Basic Biomedical Sciences, as presented.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS New Specialization

UNIVERSITY:	USD
TITLE OF PROPOSED SPECIALIZATION:	Molecular Biology & Genetics
NAME OF DEGREE PROGRAM IN WHICH SPECIALIZATION IS OFFERED:	Basic Biomedical Science (Ph.D.)- U.PHD.BMDS
INTENDED DATE OF IMPLEMENTATION:	3/2/2021
PROPOSED CIP CODE:	26.0102
UNIVERSITY DEPARTMENT:	Basic Biomedical Sciences
BANNER DEPARTMENT CODE:	UBBS-Consolidated Bio-Med Sciences
UNIVERSITY DIVISION:	Sanford School of Medicine
BANNER DIVISION CODE:	2M

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

- 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.

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>10/22/2020</u> Date
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1. Level of the Specialization:

Baccalaureate ☐ Master's ☐ 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 Basic Biomedical Sciences (BBS) graduate program is an interdisciplinary graduate program providing research training in a wide range of disciplines. Several specializations exist within the program to provide students with intensive coursework training in an area of particular relevance to their dissertation research. This specialization in Molecular Biology & Genetics will add a new research area for students not focusing on the current specialization options (Neuroscience, Infectious Disease, Cancer Biology, Cardiovascular Biology, and Systems Physiology).

3. Provide a justification for the specialization, including the potential benefits to students and potential workforce demand for those who graduate with the credential.

This specialization will focus on the broad molecular biological and genetic mechanisms underlying human disease. There are already numerous students in the BBS program working in this area of biomedical research, as well as numerous faculty mentors whose research aligns with this specialization. The supporting coursework will provide additional training and consists of three relatively new courses specifically designed to support this area of study (Genetics of Human Disease, Developmental Biology of Disease, and Molecular Mechanisms of Disease). As a minimum of 15 credit hours of non-research coursework beyond the core curriculum is required for each specialization, these courses significantly expand on the longer standing courses to provide substantial options for students in the specialization.

Given the substantial number of faculty performing research in this area, the Molecular Biology & Genetics specialization will enhance recruitment of new students who may be seeking training in this field. In addition, it will provide training for a wide variety of careers ranging from academic research to the biotech and pharmaceutical industries. In an era in which biomedical research is heavily driven by bench-to-bedside translation and personalized medicine, the modern scientific workforce is experiencing a dramatic increase in the areas of genomics, bioinformatics analysis, and clinical application of genetic data¹⁻³. The focus of this specialization on molecular and genetic disease mechanisms will enable graduates to be competitive for a variety of positions in basic, translational, and clinical science.

¹ “Spotlight on the Human Genome: Ten years on from the publication of the draft human genome, Naturejobs takes a look at promising areas of job growth in bioinformatics, DNA sequencing and genomic medicine.” *Nature Jobs*, February 9, 2011. doi:10.1038/nj0330.

² “An Explosion of Bioinformatics Careers.” *Science Careers*, June 13, 2014.

³ “Personalized Medicine Market Worth \$149+ Billion by 2020 Covering Companion Diagnostic and Targeted Therapeutics.” *PR Newswire*, February 9, 2016.

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

Prefix	Number	Course Title	Credit Hours	New (yes, no)
CPHD	720	Foundations I (<i>core</i>)	3	No
CPHD	721	Foundations II (<i>core</i>)	3	No
CPHD	610	Experimental Design and Analysis (<i>core</i>)	3	No
CPHD	727	Responsible Conduct of Research (<i>core</i>)	1	No
CPHD	890	Seminar (twice/year) (<i>core</i>)	8-12	No
CPHD	898	Dissertation Research	30+	No
Select 15 credit hours from the following for the Molecular Biology & Genetics specialization:				
CPHD	725	Genetics of Human Disease	3	No
CPHD	763	Developmental Biology of Disease	3	No
CPHD	762	Molecular Mechanisms of Disease	3	No
BIOC	752	Molecular Biology of the Gene	3	No
CPHD	702	Signal Transduction	3	No
CPHD	740	Protein Quality Control	3	No
CPHD	601	Introduction to Bioinformatics	3	No
MICR	722	Advanced Immunology	4	No
NSCI	720	Neurobiology of Disease	4	No
CPHD	710	Hallmarks of Cancer I	3	No
CPHD/NSCI/MICR	792	Special Topics	1-4	No
CPHD/NSCI/MICR	600	Journal Club	1-4	No
Total number of hours required for completion of specialization			15	
Total number of hours required for completion of degree			81	

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	Spring 2021

	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)	No		

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)	No		

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – G (1)
DATE: December 9-10, 2020

SUBJECT

Intent to Plan: DSU BS in Artificial Intelligence

CONTROLLING STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

Dakota State University (DSU) requests authorization to develop a proposal to offer a B.S in Artificial Intelligence. The B.S. in Artificial Intelligence would provide students with the education and training need to be successful in the many existing and emerging technical fields involving artificial intelligence. The proposed program will prepare undergraduate students to apply well researched and documented AI algorithms and methodologies to various fields and applications.

Currently jobs in artificial intelligence are in high demand, and our immediate region has a shortage of Artificial Intelligence programs.

DSU intends to offer the B.S. in Artificial Intelligence both on campus and through online delivery.

IMPACT AND RECOMMENDATION

DSU does not request new state resources. The specializations would be composed primarily of courses that DSU is already offering, which would minimize potential costs.

DSU anticipates that in the first two years of the program, most students will transition from other DSU programs such as Computer Science or Data Science. However, by the third and fourth years of the program, they expect incoming freshman to surpass the number of existing students changing majors.

DSU anticipates enrolling 15 new students in the first year and 20 new students in each subsequent year.

(Continued)

DRAFT MOTION 20201209_5-G(1):

I move to authorize DSU to develop a program proposal for a B.S. in Artificial Intelligence, as presented.

Board office staff recommends approval of the intent to plan with the following conditions:

1. The university will research existing curricula, consult with experts concerning the curriculum, and provide assurance in the proposal that the program is consistent with current national standards and with the needs of employers.
2. The proposal will define the specific knowledge, skills, and competencies to be acquired through the program, will outline how each will be obtained in the curriculum and will identify the specific measures to be used to determine whether individual students have attained the expected knowledge, skills, and competencies.
3. The university will not request new state resources without Board permission, and the program proposal will identify the sources and amounts of all funds needed to operate the program and the impact of reallocations on existing programs.

ATTACHMENTS

Attachment I – Intent to Plan Form: DSU – B.S. in Artificial Intelligence



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

Intent to Plan for a New Program

Use this form to request authorization to plan a new baccalaureate major, associate degree program, or graduate program; formal approval or waiver of an Intent to Plan is required before a university may submit a related request for a new program. The Board of Regents, Executive Director, and/or their designees may request additional information. After the university President approves the Intent to Plan, submit a signed copy to the Executive Director through the system Chief Academic Officer. Only post the Intent to Plan to the university website for review by other universities after approval by the Executive Director and Chief Academic Officer.

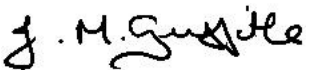
UNIVERSITY:	DSU
DEGREE(S) AND TITLE OF PROGRAM:	BS in Artificial Intelligence
INTENDED DATE OF IMPLEMENTATION:	Fall 2021

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

- The individual preparing this request has read [AAC Guideline 2.4](#), which pertains to new intent to plan requests for new programs, 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 intent to plan, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.



President of the University

8/10/2020

Date

Note: In the responses below, references to external sources, including data sources, should be documented with a footnote (including web addresses where applicable).

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

The purpose of this program is to provide students with the education and training needed to be successful in the many existing and emerging technical fields involving artificial intelligence. (AI) uses data and computational models to make decisions and predictions. These decisions/predictions range from determining the best route for delivery trucks, predicting the probability of lung cancer from looking at chest x-rays, classifying weeds in video as tractors drive through fields, giving inventory predictions for businesses, creating autonomous agents in games and movies that act realistically, or telling a self-driving car to slow down as it approaches a crosswalk. The proposed program will prepare undergraduate students to apply well researched

and documented AI algorithms and methodologies to various fields and applications like those just mentioned.

The field of artificial intelligence is a relatively broad field that includes elements of computer science, data science, and cognitive reasoning. In recent years, applying AI in multiple fields; including agriculture, medical research, operations management, and countless others has become attainable to software engineers and data scientists through the use of programming libraries and other tools. As such, applicable AI has reached undergraduate studies, and is no longer restricted purely to theoretical graduate research.

As the public's exposure to applied AI grows, concern with the control and tasks AI is applied to also grows. Also, the concern of automated machines and software taking human jobs is also an important topic of discussion. A report from the World Economic Forum (WEF) predicts that AI will displace 75 million jobs by 2022. Fortunately, it also predicts that AI will create 133 million new roles by 2022 [1]. It is vital that as the skill sets required by graduates in the modern economy change, we must train students to not only keep up, but to stay ahead and take the lead of that change.

As such, in order for this proposed program to aid in that goal, we are including elements of ethics, societal impacts, cognitive logic, data management & analysis, and computer science. This will prepare students to successfully utilize AI in an ethical manner to all kinds of applications.

[1]http://reports.weforum.org/future-of-jobs-2018/?doing_wp_cron=1596291222.6228919029235839843750

2. **What is the need for the proposed program (e.g., Regental system need, institutional need, workforce need, etc.)? What is the expected demand for graduates nationally and in 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.**

In February of 2019, the White House released Executive Order 13859 announcing the American Artificial Intelligence Initiative [1]. Entailed in this document is a national strategy for promoting U.S. leadership in AI, where one of the key policies and practices included training an AI-ready workforce.

Regarding specific careers, job titles include (but aren't limited to): Machine Learning Engineer, Data Analyst, Data Scientist, AI/ML Researcher, and Software Engineer. These jobs provide different roles to help firms make scientific or data-driven decisions or automate tasks to reduce costs or scale products, create physical automated bots for a myriad of purposes, or provide research into new applications. These services pertain to nearly all industries. Consolidating all artificial intelligence related jobs, there has been a steady increase in job-posting, while responses have slightly shrunk; indicating an increased demand while the current workforce is decreasing, leaving a gap to fill. AI job postings on the job posting website Indeed saw its largest increase spike from 2016 to 2017 by 136.3%. In the following years, the spike leveled off, but the percentage of job postings continued to rise by 49.1% and 32% from the previous year in 2018 and 2019 respectively; making machine learning and deep learning engineers the most popular

jobs posted that year. An incredible overall increase in the last few years. In contrast, the number of job searches only increased by 14% in the last year mentioned; leaving a large gap to fill.

According to Udemy, a global marketplace for learning and instruction, the deep learning tool Tensorflow was the most popular tech skill of the last three years [3].

Pay for these jobs is also fairly high, with averages ranging from \$97,850 for AI software engineers to \$134,449 for machine learning engineers. [2]

In regard to South Dakota, the biggest player in the economy is agriculture. Research and deployment of AI software and robotics will be a key component to increasing crop and livestock production, as well as operational throughput. Also, AI is used in many areas of medical research, which ties into Sanford and Avera hospitals in the region.

It's important to note that many new jobs created for degrees such as this are new enough such that they are not listed on the South Dakota Department of Labor's (SDoL) website or the U.S. Bureau of Labor Statistics (BLS). These types of positions include Machine Learning Engineers, Data Scientists, and Applied AI Specialists mentioned earlier from the Indeed resource

The following tables include positions that could potentially be filled by graduates with this degree. The first table represents the short-term growth projections from 2019 to 2021 by the SDoL [4].

SOC Code	SOC Title	2019 Employment	2021 Employment	Numeric Change	Percent Change	Average Annual Openings			
						Due to Exits	Due to Transfer	Annual Change	Total Opening
15-11-21	Computer Systems Analyst	817	849	32	3.9%	16	44	16	76
15-1132	Software Developers, Applications	1,072	1,145	73	6.8%	16	62	36	114
15-1134	Web Developer	478	500	22	4.6%	8	29	11	48
13-1081	Logisticians	141	143	2	1.4%	4	10	1	15
13-1111	Management Analysts	3,503	3,650	147	4.2%	111	226	74	411
13-1161	Market Research Analyst	1,013	1,074	61	6.0%	24	82	30	136
13-2031	Budget Analysts	131	132	1	0.8%	3	7	0	10
13-2041	Credit Analysts	368	374	6	1.6%	8	25	3	36
13-2051	Financial Analysts	478	492	14	2.9%	10	32	7	49

The numbers in this second table represent the statewide occupational projections from 2018 to 2028 [5].

SOC Code	SOC Title	2018 Employment	2028 Employment	Numeric Change	Percent Change	Average Annual Openings			
						Due to Exits	Due to Transfer	Annual Change	Total Opening
15-1121	Computer Systems Analysts	803	897	94	11.7%	16	45	9	70
15-1132	Software Developers, Applications	1,041	1,300	259	24.9%	16	66	26	108
15-1134	Web Developer	460	523	63	13.7%	8	29	6	43
13-1081	Logisticians	136	150	14	10.3%	3	10	1	14
13-1111	Management Analysts	3,334	3,762	428	12.8%	110	224	43	377
13-1161	Market Research Analyst	993	1,200	207	20.9%	26	86	21	133
13-2031	Budget Analysts	131	138	7	5.3%	3	7	1	11
13-2041	Credit Analysts	374	415	41	11.0%	9	27	4	40
13-2051	Financial Analysts	469	522	53	11.3%	10	32	5	47

On a national level, the long-term job increases include [6]:

*Employment in thousands.

SOC Code	SOC Title	2018 Employment	2028 Employment	Numeric Change	Percent Change	Occupational Openings, Annual Average
15-1121	Computer Systems Analysts	633.9	689.9	56.0	8.8%	53.4
15-1132	Software Developers, Applications	944.2	1,185.7	241.5	26.6%	99.2
15-1134	Web Developer	160.5	181.4	20.9	13.0%	15.1
13-1081	Logisticians	174.9	183.3	8.4	4.8%	17.9
13-1111	Management Analysts	876.3	994.6	118.3	13.5%	99.9
13-1161	Market Research Analyst	681.9	821.1	139.2	20.4%	90.7
13-2031	Budget Analysts	56.9	59.4	2.4	4.2%	4.8
13-2041	Credit Analysts	75.8	79.5	3.7	4.9%	7.4
13-2051	Financial Analysts	329.5	349.8	20.3	6.2%	30.9
43-9111	Statistical Assistants	13.1	14.1	1.1	8.0%	1.8

Footnotes:

[1] <https://www.whitehouse.gov/ai/>.

[2] <https://www.indeed.com/lead/top-10-ai-jobs-salaries-cities>

[3] <https://business.udemy.com/resources/5-workplace-learning-trends-2020/>

[4] https://dlr.sd.gov/lmic/documents/short_term_occupational_projections_statewide_2019_2021.pdf

[5] https://dlr.sd.gov/lmic/documents/occupational_projections_2018_2028_statewide_south_dakota.pdf

[6] <https://data.bls.gov/projections/occupationProj>

3. How would the proposed program benefit students?

As stated in part (2), AI is an integral part of society and the economy at any scale. This program will help prepare students for the new wave of jobs that require formal training in AI. The objectives aim to provide students with both technical skills and design expertise. Students will 1) understand the technical depth and breadth of artificial intelligence, 2) explore opportunities to apply AI enabled technologies in real-world applications currently in use, 3) master design and deployment of AI in information and communications technology, 4) lead teams in designing and developing new AI technologies and products, and 5) become equipped with clear and persuasive communication skills necessary in a variety of AI careers.

The program will help students meet their career goals by providing comprehensive hands-on tasks to develop the skill set needed by industry professionals. As the possible applications of AI continue to increase, so too does the positive career potential for those with these skills needed to thrive in this industry. The program aims to provide a curriculum to enable graduating students to become data scientists, machine learning engineers, software engineers, computer scientists and AI researchers; along with other top careers that define today's AI industry.

That isn't to say that the program can't help non-major students as well. Literacy and comprehension of technology and AI will be required by a multitude of fields and careers not directly associated with AI development. Beyond career goals, the societal impacts of AI literacy are integral to the well-being of the overall population. It will enable people to express and understand different ideas and opinions, make decisions and solve problems, achieve goals, and participate fully in their community. AI literacy will also help eradicate the misconceptions around AI to create an all-inclusive ecosystem where all members of the community are equipped with the basic skills needed to pursue further learning and better adapt to a changing world where AI will be prevalent.

4. How does the proposed program relate to the university's mission as provided in South Dakota Statute and Board of Regents Policy, 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.

DSU: [SDCL § 13-59](#) [BOR Policy 1:10:5](#)

[Board of Regents Strategic Plan 2014-2020](#)

Under SDCL 13-59, the primary purpose of Dakota State University at Madison in Lake County is to provide instruction in computer management, computer information systems, electronic data processing, and other related undergraduate and graduate programs. The field of artificial intelligence falls directly into this description.

Dakota State University's mission statement goes on to empower people with STEM-based education, preparing them for compelling, creative, and lasting careers. As listed in item (2) above, the field of artificial intelligence is one of the fastest growing fields, not only related to technology, but in relation to all known fields. The proposed program would not only train students directly in the application of known technologies, but also set them up for advanced research in the advanced degree programs. Students who do not necessarily wish to join the degree directly can also benefit by taking courses to increase their literacy in artificial intelligence and STEM as AI continues to affirm its place in the daily life of average citizens.

- 5. Do any related programs exist at other public universities in South Dakota? If a related program already exists, explain the key differences between the existing programs and the proposed program, as well as the perceived need for adding the proposed new program. Would approval of the proposed new program create opportunities to collaborate with other South Dakota public universities? A list of existing system programs are available through the university websites and the [RIS Reporting: Academic Reports Database](#). If there are no related programs within the Regental system, enter "None."**

Currently, there are no artificial intelligence undergraduate majors in any public university in South Dakota. At the August 4, 2020 meeting, the Board approved an undergraduate minor in Artificial Intelligence and Machine Learning at DSU. In addition, the Board approved an undergraduate certificate at USD and a specialization within USD's undergraduate computer science program in Artificial Intelligence. Regarding collaboration, AI can help enhance application in many fields: medical, agricultural, and social, just to name a few. This allows for the potential collaboration between many different programs from different colleges across all of South Dakota's universities, colleges, and schools; leading to cross-discipline courses, grant writing and research, and entrepreneurship.

The proposed degree leans heavily on a Computer Science foundation. In that regard, it is similar to the Cyber Operations program that also utilizes a number of tradition Computer Science courses in the core. But that degree moves in a focused direction to break away from Computer Science. The proposed Artificial Intelligence degree takes a similar approach following a natural evolution and maturation of degree programs. The separation from Computer Science will include depth of courses in artificial intelligence as well as breadth of supporting course work. The B.S. in AI program will require advanced mathematics in areas outside those a typical Computer Science student would take. Also, following the model presented by Carnegie Mellon University, students will be expected to take courses broadly in areas of ethics and cognitive logic that a specialization would not be able to require.

The focused degree program allows student in a B.S. in Artificial Intelligence to pursue electives in application areas such as security, biology, data management, visualization, etc. Students can also take on specific aspects of AI that build in the program core that would be out of reach for a non-major.

- 6. Do related programs exist at public colleges and universities in Minnesota, North Dakota, Montana, and/or Wyoming? If a related program exists, enter the name of the institution and the title of the program; if no related program exists, enter "None" for that state. Add additional lines if there are more than two such programs in a state listed.**

This question addresses opportunities available through Minnesota Reciprocity and WICHE programs such as the Western Undergraduate Exchange and Western Regional Graduate Program in adjacent states. List only programs at the same degree level as the proposed program. For example, if the proposed program is a baccalaureate major, then list only related baccalaureate majors in the other states and do not include associate or graduate programs.

	Institution	Program Title
Minnesota	University of Minnesota	B.S. in Computer Science: Track in AI/Robotics
North Dakota	None	
Montana	None	
Wyoming	None	

- 7. Are students enrolling in this program expected to be new to the university or redirected from other existing programs at the university?**

In the first two years, we expect that most students will likely be transitioning students from Computer Science or Data Science who wish to pursue this avenue more directly. Note that just over the past two years 112 undergraduate students have graduated from the DSU computer science program. By the third and fourth years, we expect the number of newly incoming freshman students to surpass the number existing transitioning students.

- 8. What are the university's expectations/estimates for enrollment in the program through the first five years? What are the university's expectations/estimates for the annual number of graduates from the program after the first five years? Provide an explanation of the methodology the university used in developing these estimates.**

Several undergraduate AI and machine learning topic courses have been implemented within the last few years. These courses routinely enroll 20-30 students for face-to-face instruction, with an additional 15-20 students online. From student interest, perhaps a third of these students may be interested in changing majors to this new AI program.

That said, we predict 15 new students in the first year of the program's offering, and 20 new students each year after that. As a guiding metric, we can analyze the undergraduate cyber operations program. Their program started with 65 students in the Fall of 2013 and rose to 489 as of Fall 2019. By advertising the program, and the fact that it will be the only such program in the region, then enrollment would likely follow a similar trajectory, which has seen continual growth since its inception.

- 9. Complete the following charts to indicate if the university intends to seek authorization to deliver the entire program on campus, at any off campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire program through distance technology (e.g., as an on-line program)?**

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.

	Yes/No	Intended Start Date
On campus	Yes	Fall 2021

	Yes/No	If Yes, list location(s)	Intended Start Date
Off campus	No		Choose an item. Choose an item.

	Yes/No	If Yes, identify delivery methods <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	Fall 2021
Does another BOR institution already have authorization to offer the program online?	No	If yes, identify institutions:	

10. What are the university's plans for obtaining the resources needed to implement the program? Indicate "yes" or "no" in the columns below.

	Development/ Start-up	Long-term Operation
Reallocate existing resources	No	Yes
Apply for external resources <i>If checking this box, please provide examples of the external funding identified below.</i>	No	Yes
Ask Board to seek new State resources <i>Note that requesting the Board to seek new State resources may require additional planning and is dependent upon the Board taking action to make the funding request part of their budget priorities. Universities intending to ask the Board for new State resources for a program should contact the Board office prior to submitting the intent to plan.</i>	No	No
Ask Board to approve a new or increased student fee	No	No

11. Curriculum Example: Provide (as Appendix A) the curriculum of a similar program at another college or university. The Appendix should include required and elective courses in the program. Catalog pages or web materials are acceptable for inclusion. Identify the college or university and explain why the selected program is a model for the program under development.

The closest example to what we would like to offer is Carnegie Mellon's B.S. in Artificial Intelligence. The program is designed around 5 areas of study: Computer Science, Math and Statistics, Artificial Intelligence, Ethics & Cognitive Reasoning, and General Education. Our program would follow a similar structure to provide students with a background encompassing the field of AI to develop a wide range of employable skills. Also, the majority of the anticipated curriculum is already in place at Dakota State University, minimizing the cost of introducing the program.

Please see Appendix A for Carnegie Mellon's curriculum.

Appendix A: Carnegie Mellon Example Curriculum.

- Math and Statistics Core (6 Courses)
 - Math Foundations of Computer Science. If not available, Concepts of Mathematics can be substituted.
 - Integration and Approximation
 - Matrices and Linear Transformations
 - Calculus in Three Dimensions
 - Probability Theory for Computer Scientists
 - Modern Regression
- Computer Science Core (5 Courses Plus Freshman Immigration Course)
 - Freshman Immigration Course
 - Principles of Imperative Computation
 - Principles of Functional Programming
 - Parallel and Sequential Data Structures and Algorithms
 - Introduction to Computer Systems
 - Great Theoretical Ideas in Computer Science
- Artificial Intelligence Core (3 Courses Plus Concepts in Artificial Intelligence)
 - Concepts in Artificial Intelligence
 - Introduction to AI: Representation and Problem Solving
 - Introduction to Machine Learning
 - Take one of the following courses:
 - Introduction to Natural Language Processing
 - Introduction to Computer Vision
- Ethics Elective (1 Course from the following)
 - Freshman Seminar: Artificial Intelligence and Humanity
 - Ethics and Policy Issues in Computing
 - AI, Society and Humanity
- Humanities and Arts

BSAI students take seven courses in the humanities and arts as part of the SCS General Education requirements. Of the seven Humanities and Arts courses in the curriculum, one must be in cognitive science or cognitive psychology. Examples include:

 - Cognitive Psychology
 - Human Information Processing and Artificial Intelligence
 - Perception
 - Human Memory
 - Visual Cognition
 - Language and Thought
- AI Cluster Electives (4 Courses)

Take one course from each of the following areas:

 - Decision Making and Robotics Cluster
 - Neural Computation
 - Autonomous Agents
 - Truth, Justice and Algorithms
 - Cognitive Robotics
 - Strategic Reasoning for AI
 - Planning Techniques for Robotics
 - Mobile Robot Programming Laboratory
 - Robot Kinematics and Dynamics
 - Machine Learning Cluster

- Deep Reinforcement Learning and Control
- Intermediate Deep Learning
- Machine Learning for Structured Data
- Machine Learning for Text Mining
- Introduction to Deep Learning
- Advanced Data Analysis
- Perception and Language Cluster
 - Search Engines
 - Speech Processing
 - Computational Perception
 - Computational Photography
 - Vision Sensors
- Human-AI Interaction Cluster
 - Design of Artificial Intelligence Products
 - Human-AI Interaction
 - Designing Human-Centered Systems
 - Human-Robot Interaction
- SCS Electives

BSAI students take two electives within the School of Computer Science.
- Science and Engineering

BSAI students take four courses in science and engineering as part of the SCS General Education requirements.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – G (2)
DATE: December 9-10, 2020

SUBJECT

Intent to Plan: USD BS in Biochemistry

CONTROLLING STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

The University of South Dakota (USD) requests authorization to develop a proposal to offer a B.S in Biochemistry, to be housed within the Department of Chemistry. The B.S. in Biochemistry would provide students with current and practical knowledge related to the areas of biochemistry, chemistry, and biology while utilizing existing course work and faculty already in place at USD. The proposed program will focus on USD's strength in materials chemistry as applied to biological systems. The program will prepare students for post-graduate programs in medicine, dentistry, veterinary practice, and the pharmaceutical industry, as well as careers in other bio-related fields.

USD intends to offer the B.S. in Biochemistry on campus.

IMPACT AND RECOMMENDATION

USD does not request new state resources. The specializations would be composed of courses that USD is already offering.

USD anticipates that initial enrollment in the program would be 6-8 students per year, growing to 10-12 biochemistry majors/graduates per year after five years.

Board office staff recommends approval of the intent to plan with the following conditions:

1. The university will research existing curricula, consult with experts concerning the curriculum, and provide assurance in the proposal that the program is consistent with current national standards and with the needs of employers.

(Continued)

DRAFT MOTION 20201209_5-G(2):

I move to authorize USD to develop a program proposal for a B.S. in Biochemistry, as presented.

2. The proposal will define the specific knowledge, skills, and competencies to be acquired through the program, will outline how each will be obtained in the curriculum and will identify the specific measures to be used to determine whether individual students have attained the expected knowledge, skills, and competencies.
3. The university will not request new state resources without Board permission, and the program proposal will identify the sources and amounts of all funds needed to operate the program and the impact of reallocations on existing programs.

ATTACHMENTS

Attachment I – Intent to Plan Form: USD – B.S. in Biochemistry



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS Intent to Plan for a New Program

UNIVERSITY:	USD
DEGREE(S) AND TITLE OF PROGRAM:	B.S. Biochemistry
INTENDED DATE OF IMPLEMENTATION:	Fall 2021

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

- The individual preparing this request has read [AAC Guideline 2.4](#), which pertains to new intent to plan requests for new programs, 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 intent to plan, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

President of the University

Date

Note: In the responses below, references to external sources, including data sources, should be documented with a footnote (including web addresses where applicable).

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

The University of South Dakota (USD) seeks approval to plan a Bachelor of Science (BS) degree in Biochemistry, to be housed within the Department of Chemistry. This new major will provide students with current and practical knowledge related to the areas of biochemistry, chemistry and biology utilizing already existing course work and faculty from the Departments of Chemistry and Biology in the USD College of Arts & Sciences and the Division of Basic Biomedical Sciences (BBS) in the USD Medical School. The development of a biochemistry program already aligns with existing strengths within the chemistry department including:

Undergraduate research opportunities:

- 1) Dr. Rick Wang is currently collaborating with Dr. Lisa McFadden in BBS on the use of his nanomolecular cages to trap methamphetamines in the brain to prevent drug overdose.
- 2) Professor Grigoriy Sereda has developed new nanoparticle technology to help fight cancer through a second BBS collaboration with Dr. Khosrow Rezvani. They are in the final step of converting a provisional patent application to a utility patent application. With Dr. Victor Huber, also in BBS, Prof. Sereda's group has conducted different research work, which resulted in a patent application for a rapid method of evaluating vaccine efficiency.
- 3) Numerous chemistry majors have in the past conducted research with BBS faculty, either due to their interest in biochemistry or desired a closer working relationship with the

Medical School. Rachel Rucker, a USD Goldwater scholar and senior chemistry major, currently working in the lab of Prof. Brian Burrell, is a prime example. She intends to pursue her MD/PhD degree after graduation.

New biochemistry-related hire:

- 4) In 2020, USD Chemistry hired a new faculty member, Dr. Steven Wu, in the area of bioanalytical chemistry. His specialty is cellular imaging and cancer therapy using new types of nanoparticles.

External Research Support:

- 5) The Chemistry Department plays an important part in the recently renewed NSF EPSCoR Track 1 Biofilms award, primarily involving Prof. Sereda's research.
- 6) Through a recent NSF-MRI grant in 2020, the existing Transmission Electron Microscope (TEM) facility within the department will have upgrades that will achieve better resolution at the nano level and will be able to take movies of biosamples.
- 7) Future chemistry involvement is also envisioned in any large University/Hospital project involving PET and MRI imaging instrumentation.
- 8) Significant growth potential in external funding also exists with the National Institutes of Health (NIH).

Course/Program Development:

- 9) CHEM 330, Organic Chemistry of Biomolecules, was developed as a second semester course in Chemistry as part of the CHEM 310/330 organic chemistry sequence to better prepare students for health professions.
- 10) Recent program additions in Bioinformatics as part of the USD Computer Sciences and Biomedical Engineering (BME) programs provide opportunities for undergraduate involvement.

2. What is the need for the proposed program (e.g., Regental system need, institutional need, workforce need, etc.)? What is the expected demand for graduates nationally and in 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.

The USD Chemistry Department currently offers BS Coordinate and ACS-approved degrees in chemistry, a 3+2 accelerated BS/MS combination, an MS degree, and a PhD degree in Materials Chemistry. A new major in biochemistry would focus on our strength in materials chemistry as applied to biological systems, preparing students for post-graduate programs in medicine, dentistry, veterinary practice, and pharmaceutical industry, and careers in all bio-related fields.

Statewide SD Occupational Employment Projections (2018-2028): Website accessed 9/22/2020.

Life, physical and social science occupations	+10.1%
Life, physical and social science technicians	+8.1%
Life scientists	+12.8%
Chemists	+12.0%
Medical Scientists	+14.7%

US Bureau of Labor Statistics - Job Outlook (2019-2029): Website Accessed 9/22/2020
 Biochemist & Biophysicist +4% (as fast as average)

3. How would the proposed program benefit students?

The predominant benefit is providing a degree in Biochemistry where none currently exists. A biochemistry major will prepare students for a number of professional paths, including graduate study in biochemistry or biomedical sciences; professional study in medicine or dentistry; and careers in the life sciences, biochemistry, pharmaceutical or biomedical industries.

4. How does the proposed program relate to the university's mission as provided in South Dakota Statute and Board of Regents Policy, and to the current Board of Regents Strategic Plan 2014-2020?

The statutory mission of the University of South Dakota is provided in SDCL 13-57-1:

Designated as South Dakota's liberal arts university, the University of South Dakota, established and located at Vermillion, in Clay County, shall be under the control of the Board of Regents and shall provide undergraduate and graduate programs of instruction in the liberal arts and sciences and professional education in business, education, fine arts, law and medicine, and other courses or programs as the Board of Regents may determine.

The mission provided in BOR Policy 1:10:1 for the University of South Dakota:

The legislature established The University of South Dakota as the liberal arts university to meet the needs of the State and region by providing undergraduate and graduate programs in the liberal arts and sciences, and professional education in business, education, fine arts, law, and medicine, and other courses or programs as the Board of Regents may determine. (SDCL 13-57-1). The Board implemented SDCL 13-57-1 by authorizing undergraduate and graduate programs in the liberal arts and sciences and in professional education and by requiring the University to promote excellence in teaching and learning, to support research, scholarly and creative activities, and to provide service to the State of South Dakota, the region, and beyond.

Both the statutory mission and Board of Regents mission statement for the University of South Dakota designate the institution as the Liberal Arts University for the State of South Dakota and as the location of the state's only medical school. As such, USD is ideally suited to offer an interdisciplinary program in biochemistry, which draws upon the disciplinary strengths of existing academic expertise in Chemistry, Biology, and Basic Biomedical Sciences, as well as the research and laboratory opportunities afforded by the faculty in these programs, serving as a recruitment tool for increasing undergraduate enrollment.

5. Do any related programs exist at other public universities in South Dakota? If a related program already exists, explain the key differences between the existing programs and the proposed program, as well as the perceived need for adding the proposed new program. Would approval of the proposed new program create opportunities to collaborate with other South Dakota public universities? *A list of existing system programs are available through the university websites and the [RIS Reporting: Academic Reports Database](#). If there are no related programs within the Regental system, enter "None."*

South Dakota State University currently offers a biochemistry degree in the Department of Chemistry and Biochemistry. The major difference is USD Chemistry's proximity to the USD medical school and the ability to better train undergraduate students that interact between the two departments/divisions. As USD Chemistry is not proposing a new graduate program in Biochemistry, trained undergraduates at USD provide a potential pipeline for the SDSU biochemistry graduate program and USD BBS and Biomedical Engineering (BME) graduate programs. Currently, no other programs exist in the SDBOR system

6. Do related programs exist at public colleges and universities in Minnesota, North Dakota, Montana, and/or Wyoming? If a related program exists, enter the name of the institution and the title of the program; if no related program exists, enter "None" for that state. Add additional lines if there are more than two such programs in a state listed.

This question addresses opportunities available through Minnesota Reciprocity and WICHE programs such as the Western Undergraduate Exchange and Western Regional Graduate Program in adjacent states. List only programs at the same degree level as the proposed program. For example, if the proposed program is a baccalaureate major, then list only related baccalaureate majors in the other states and do not include associate or graduate programs.

	Institution	Program Title
Minnesota	UM-Twin Cities	Department of Biochemistry: Biochemistry Major
North Dakota	NDSU	Department of Chemistry and Biochemistry: Biochemistry and Molecular Biology Major
Montana	MSU	Department of Chemistry and Biochemistry: Chemistry Major, Biochemistry Option
	UM	Department of Chemistry and Biochemistry: Biochemistry Major
Wyoming	Wyoming	None

In addition, Nebraska, Iowa and Iowa State all have biochemistry departments.

7. Are students enrolling in this program expected to be new to the university or redirected from other existing programs at the university?

Based on the list of programs above, USD Chemistry feels that not having a biochemistry major/option leaves an institution at a disadvantage in attracting new undergraduate students. The department has fielded calls/emails from students and recruiters who wanted to know about the biochemistry program, only to find out that we do not have one. Since 2012, an anonymous exit survey has been administered to our graduating senior chemistry majors. The survey asked the question, "Would you have considered being a biochemistry major if available at USD?" Sixty percent of the respondents said they would have considered biochemistry as a possible major. Whether they preferred this over a chemistry major or persisted in a biochemistry major is uncertain, since no biochemistry program details or personal programmatic experiences with biochemistry then existed. In a separate question that asked if our senior majors knew of other USD students that might be interested in a biochemistry major, almost all responded in the affirmative, believing that medical biology and biology students would also show an interest in biochemistry due to its tremendous career potential in medicine and science – 'a perfect compromise between biology and chemistry majors', as one student wrote. Recruitment of new students to the University will be a priority, predominantly from SD, IA, and NE. Students from both of these neighboring states pay in-state tuition.

8. What are the university's expectations/estimates for enrollment in the program through the first five years? What are the university's expectations/estimates for the annual number of graduates from the program after the first five years? Provide an explanation of the methodology the university used in developing these estimates.

Based on the possible conversion of majors from chemistry to biochemistry, attraction of students from other USD majors, and the potential recruitment of students outside of USD, the Department estimates an initial enrollment of 6-8 biochemistry majors per year, growing to 10-12 biochemistry majors/graduates per year after five years.

9. Complete the following charts to indicate if the university intends to seek authorization to deliver the entire program on campus, at any off campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire program through distance technology (e.g., as an on-line program)?

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.

	Yes/No	Intended Start Date
On campus	Yes	Fall 2021

	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)	No		
Does another BOR institution already have authorization to offer the program online?	No	If yes, identify institutions:	

10. What are the university's plans for obtaining the resources needed to implement the program? Indicate "yes" or "no" in the columns below.

	Development/ Start-up	Long-term Operation
Reallocate existing resources	Yes	Yes
Apply for external resources <i>If checking this box, please provide examples of the external funding identified below.</i>	No	No
Ask Board to seek new State resources <i>Note that requesting the Board to seek new State resources may require additional planning and is dependent upon the Board taking action to make the funding request part of their budget priorities. Universities intending to ask the Board for new State resources for a program should contact the Board office prior to submitting the intent to plan.</i>	No	No
Ask Board to approve a new or increased student fee	No	No

11. Curriculum Example: Provide (as Appendix A) the curriculum of a similar program at another college or university. The Appendix should include required and elective courses in the program. Catalog pages or web materials are acceptable for inclusion. Identify the college or university and explain why the selected program is a model for the program under development.

Curriculum Example: BS Biochemistry, Creighton University, Omaha, NE
 Similar existing course offerings in Chemistry, Biology and BBS Departments at USD.

Biochemistry (B.S.) 1

BIOCHEMISTRY (B.S.)

Program Overview

The Bachelor of Science (B.S.) – Biochemistry major combines foundational courses in chemistry, biology and physics with advanced biochemistry and biology electives designed to expose students to important fields of study including metabolism, enzymology and structural biology, along with the study of biopolymers such as proteins and nucleic acids. This degree is especially suitable for students interested in medicine and offers an excellent preparation for a graduate education in biochemistry, and for careers in biochemistry and related disciplines.

Prerequisite Courses:

(These courses are prerequisites to required upper-level chemistry courses)

Code	Title	Credits
MTH 245	Calculus I	4
MTH 246	Calculus II	4
or MTH 249	Modeling the Physical World I	
PHY 201	General Physics for the Life Sciences	3
or PHY 213	General Physics for the Physical Sciences I	
or PHY 221	Advanced General Physics I: Modeling the Physical World	
PHY 202	General Physics for the Life Sciences II	3
or PHY 214	General Physics for the Physical Sciences II	
or PHY 222	Advanced General Physics II: Modeling the Physical World	
BIO 201	General Biology: Organismal and Population	3
BIO 205	General Biology: Organismal and Population Laboratory	1
BIO 202	General Biology: Cellular and Molecular	3
BIO 206	General Biology: Cellular and Molecular Laboratory	1

B.S., Biochemistry requirements (34 credits):

Code	Title	Credits
CHM 315	Quantitative and Statistical Analysis	4
CHM 321	Organic Chemistry I	3
CHM 322	Organic Chemistry I Laboratory	1
CHM 323	Organic Chemistry II	3
CHM 324	Organic Chemistry II Laboratory	1
CHM 331	Concepts of Physical Chemistry	3
CHM 382	Biochemistry Laboratory	2
CHM 383	Biochemistry I	3
CHM 384	Biochemistry II	3
CHM 456	Instrumental Analysis	3
CHM 466	Instrumental Analysis Laboratory	2
Select 2 additional courses, one from each list below:		6
Advanced Biochemistry		
CHM 392	Forensic Chemistry	
CHM 523	Bioorganic Chemistry	
CHM 575	Nucleic Acid Biochemistry	
CHM 576	Protein Biochemistry	
CHM 577	Biophysical Chemistry	

Advanced Biology

BIO 317	Genetics
BIO 362	Cell Structure and Function
BIO 449	Physiology
BIO 451	Microbiology
Total Credits	34

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – H (1)
DATE: December 9-10, 2020

SUBJECT

Articulation Agreements – BHSU

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, Black Hills State University requests approval for the following articulation agreement:

- Students who have completed coursework in an Associate of Applied Science degree at Western Dakota Technical College (WDT) can apply credit toward the Bachelor of Applied Science degree in Leadership at BHSU.
- Students who have completed coursework in the Associate of Applied Science degree in Criminal Justice at Western Dakota Tech (WDT) can apply credit toward the Bachelor of Science degree in Sociology, Law & Justice Specialization at BHSU.

(Continued)

DRAFT MOTION 20201209_5-H(1):

I move to approve Black Hills State University’s articulation agreement with Western Dakota Technical College and Northern Wyoming Community College District, as presented.

- Students who have completed coursework in the Associate of Science degree in Business at Northern Wyoming Community College District (NWCCD) can apply credit toward the Bachelor of Science degree in Business Administration at BHSU.

Board staff recommends approval.

ATTACHMENTS

Attachment I – BHSU Articulation Agreement: WDT

Attachment II – BHSU Articulation Agreement: NWCCD

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

BLACK HILLS STATE UNIVERSITY (BHSU)
and
WESTERN DAKOTA TECHNICAL COLLEGE (WDT)

Agreement with Respect to Applying the
ASSOCIATE OF APPLIED SCIENCE DEGREES AT WDT
toward the
BACHELOR OF APPLIED SCIENCE DEGREE IN LEADERSHIP PROGRAM AT BHSU

I. Parties:

The parties to this agreement are Black Hills State University (BHSU) and Western Dakota Technical College (WDT).

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. and to provide WDT students who have completed the AAS degrees an opportunity to earn a Bachelor of Applied Science degree with a major in Leadership through BHSU.

III. Academic Program:

Graduation Requirements for the BAS in Leadership for BHSU

- A. Requirements to be completed at BHSU for the major in Leadership are outlined below. No minor is required.

Leadership Major Requirements	33
General Education Credits:	30
Block transfer credits from WDT AAS program:	45
Free Electives:	12
Total credits required:	120

Major Requirements:

Prefix	Number	Course Title	Credit Hours	New (yes, no) ✓
SLDR	301	Leadership Theory and Behavior	3	Yes
SLDR	310	Strategic Planning	3	Yes
SLDR	320	Modern Leadership Theories	3	Yes
SLDR	494	Capstone Seminar	3	Yes
BADM	369	Organizational Behavior and Theory	3	No
BADM	334	Small Business Management	3	No
SPCM	410	Organizational Communication	3	No
Subtotal			21	

Major Electives: List courses available as electives in the program. Indicate any proposed new courses added specifically for the major.

Prefix	Number	Course Title	Credit Hours	New (yes, no)
ENTR	336	Entrepreneurship I	3	No
ENTR	438	Entrepreneurship II	3	No
BADM	344	Managerial Communications	3	No
HRM	460	Human Resource Management	3	No
HRM	461	Personnel Planning & Selection	3	No
HRM	466	Training and Development	3	No
HRM	468	Negotiations & Conflict/Dispute Resolution	3	No
SPCM	434	Small Group Communication	3	No
SPCM	485	Communication and Conflict Resolution	3	No
WRTG	379	Technical Communication	3	No
WRTG	479	Professional Technical Writing	3	No
Subtotal			12	

B. The general education coursework to meet Regental System General Education Requirements (SGRs) must be completed as outlined below.

General Education Requirements:

Discipline	Prefix/Title	Credits
Written Communication & Literacy Skills	ENGL 101 Composition I	3
	ENGL 201 Composition II	3
Oral Communication	SPCM 101, 215, or 222	3
Social Sciences	SOC 100 Intro to Sociology	3
	PSYC 101 General Psychology	3
Arts & Humanities		6
Mathematics	MATH 114 College Algebra	3
	Or MATH 103 Quantitative Literacy	
Natural Sciences	Natural Science and Lab	6
Total General Education Credits		30

IV. Articulation Details:

Upon successful completion of the requirements of the AAS at WDT, students may transfer to BHSU to complete the BAS in Leadership. At that time, BHSU will accept a block of 45 technical course credits from the AAS degree, which can only be used in the Leadership major. Students must successfully complete the AAS degree from WDT prior to transferring to BHSU for the technical course credits to be accepted. Transferable general education coursework in addition to the 45 technical course block credits will be accepted, remembering that BOR policy states 60 credits of the degree must be from a four-year institution.

Students will complete the requirements for the Leadership major and any other general education requirements that remain unsatisfied.

Students must meet all Board of Regents policies and university graduation requirements in order to receive a degree.

V. Additional Requirements:

Students transferring coursework from WDT must have a cumulative GPA of 2.0 on a 4.0 scale.

VI. Obligations:

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved in this articulation agreement.

VII. Modifications:

This agreement may be modified from time to time by the South Dakota Board of Regents and Western Dakota Tech.


VIII. Termination:

This agreement may be terminated by Black Hills State University upon one year's written notice to Western Dakota Tech. Student(s) enrolled in the program at that time shall be allowed to complete the program.

IX. Effective Date of Agreement:

Start date of fall 2020 term at BHSU and WDT. The agreement applies to students who graduated from WDT in 2000 or later.

X. Acceptance of Agreement:**For Black Hills State University**



 Dr. Amy Fuqua, Dean of the College of Liberal Arts
 8/2/20

 Date



 Dr. Priscilla Romkema, Provost and VPAA
 9/2/2020

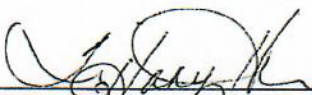
 Date



 Dr. Laurie Nichols, President
 9/2/2020

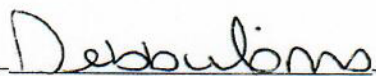
 Date

For Western Dakota Tech




 Ms. Tiffany Howe, VP for Teaching and Learning
 8/26/2020

 Date



 Ms. Deborah Toms, Director of Student Success/Registrar
 8/26/2020

 Date



 Dr. Ann Bolman, President
 8-26-2020

 Date

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

BLACK HILLS STATE UNIVERSITY (BHSU)
and
WESTERN DAKOTA TECH (WDT)

Agreement with Respect to Applying the
ASSOCIATE OF APPLIED SCIENCE DEGREE IN CRIMINAL JUSTICE AT WDT

toward the
BACHELOR OF SCIENCE DEGREE IN SOCIOLOGY, LAW & JUSTICE SPECIALIZATION
PROGRAM AT BHSU

I. Parties:

The parties to this agreement are Black Hills State University (BHSU) and Western Dakota Tech (WDT).

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. and to provide WDT students who have completed the AAS degree in Criminal Justice an opportunity to earn a Bachelor of Science degree with a major in Sociology (Law & Justice Specialization) through BHSU.

III. Academic Program:

- A. The requirements for the B.S. in Sociology (SOC) degree with a specialization in Law and Justice at BHSU are as follows:

Requirement	Credit Hours
General Education	30 – 32
Major Core Requirements	27
Law & Justice Specialization	15
Supportive Electives	6

- B. In addition to the above requirements, students must complete a total of 120 credit hours, 36 of which must be completed at the 300 or 400 level. Students will also need to complete a minimum of 60 hours at a 4-year institution.

- C. Students completing a A.A.S. in Criminal Justice at WDT will **not** be required to complete a minor at BHSU for the B.S. in Sociology – Law & Justice Specialization.
- D. The tables below outline the B.S. in Sociology Major requirements and identifies WDT courses that will transfer for specific B.S. Sociology – Law & Justice Specialization.

1. Required Major Core (27 credit hours)

Black Hills State University				Western Dakota Tech			
Prefix	Number	Title	Credit Hours	Prefix	Number	Title	Credit Hours
SOC	100	Introduction to Sociology	3 ^a	SOC	100	Into to Sociology	3
SOC	307	Research Methods I	3				
SOC	308	Research Methods II	3				
SOC	330	Self and Society	3				
SOC	350	Race and Ethnic Relations	3				
SOC	402	Social Deviance	3				
SOC	403	Sociological Theory	3				
SOC	423	Social Stratification	3				
SOC	498	Undergraduate Research/Scholarship	3				
Total Major Core Requirements			27	Possible Credits in Transfer			3

^a Successful completion of SOC 100 at WDT will transfer in directly for BHSU SOC 100.

2. Required Law & Justice Specialization (15 credit hours)

Black Hills State University				Western Dakota Tech			
Prefix	Number	Title	Credit Hours	Prefix	Number	Title	Credit Hours
SOC	150	Social Problems	3				
SOC	201	Intro to Criminal Justice	3 ^a	CJUS	201	Intro to Criminal Justice	3
SOC	326	Mediation & Conflict Resolution	3				
SOC	351	Criminology	3				
SOC	452	Prisons & Penology	3				
SOC	455	Juvenile Delinquency	3				
SOC	456	Community Corrections	3				
SOC	491	Independent Study	1-3				
SOC	492	Topics	1-3				
SOC	494	Internship	1-3				
Total Specialization Requirements			15	Possible Credits in Transfer			3

^a Successful completion of CJUS 201 at WDT will transfer in directly for BHSU SOC 201.

3. Supportive Elective Courses (6 credit hours) ^a

Courses must be different than those used to satisfy general education and major requirements.	
	Credit Hours
Social Science: AIS/LAKL, ANTH, GEOG, HIST, SPCM	3
Humanities: ART, ARTH, ENGL, FREN, GER, HUM, MCOM, PHIL, RUSS, SPAN, THEA	3

^a Students transferring from WDT who have completed the A.A.S. in Criminal Justice will have the supportive elective requirement waived.

4. General Education Requirements (30 – 32 credit hours)

	Black Hills State University		Western Dakota Tech	
Discipline	Prefix/Title	Credit Hours	Prefix/Title	Credit Hours
Written Communication & Literacy Skills	ENGL 101 Composition I	3 ^a	ENGL 101 Composition	3
	ENGL 201 Composition II	3		
Oral Communication	SPCM 101, 215, or 222	3		
Social Sciences	SOC 100 Intro to Sociology	3 ^b	SOC 100 Intro to Sociology	3
	PSYC 101 General Psychology	3 ^b	PSYC 101 General Psychology	3
Arts & Humanities		6		
Mathematics	MATH 102 College Algebra	3	MATH 114 College Algebra	3
	OR MATH 103 Quantitative Literacy	3 ^c		
Natural Sciences	Natural Science and Lab	6 - 8		
Total General Education Credits		30 - 32	Possible Credits in Transfer	12

^a Successful completion of ENGL 101 Composition at WDT will transfer in directly for BHSU ENGL 101.

^b Successful completion of PSYC 101 and SOC 100 at WDT will complete the BHSU General Education Requirements in Social Sciences.

^c MATH 114 at WDT will satisfy the BHSU General Education Requirements in Mathematics.

IV. Articulation Details:

- A. Upon successful completion of the requirements for the A.A.S. in Criminal Justice at WDT, students may transfer to BHSU to complete the B.S. in Sociology with a specialization in Law & Justice. At that time, BHSU will accept a block of 48 technical course credits. Students must successfully complete the A.A.S. in Criminal Justice from WDT prior to transferring to BHSU for the technical course credits to be accepted. Transferable general education coursework in addition to the 48 technical course block credits will be accepted, remembering that BOR policy states 60 credits of the degree must be from a four-year institution.
- B. Students will complete the requirements for the Sociology major and any other general education requirements that remain unsatisfied.

- C. Students must meet all Board of Regents policies and university graduation requirements in order to receive a degree.

V. Additional Requirements:

Students transferring coursework from WDT must have a cumulative GPA of 2.0 on a 4.0 scale.

VI. Obligations:

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved in this articulation agreement.

VII. Modifications:

This agreement may be modified from time to time by the South Dakota Board of Regents, Black Hills State University, and Western Dakota Tech.

VIII. Termination:

This agreement may be terminated by Black Hills State University upon one year's written notice to Western Dakota Tech. Student(s) enrolled in the program at that time shall be allowed to complete the program.

IX. Effective Date of Agreement:

Start date of Spring 2020 term at BHSU and WDT. The agreement applies to students who graduated from WDT in 2000 or later.

X. Acceptance of Agreement:**For Black Hills State University**

Dr. Betsy Silva, Interim Dean of Education and Behavioral Sciences	Date
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Dr. Priscilla Romkema, Provost and VPAA	Date
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Dr. Laurie Nichols, President	Date
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For Western Dakota Tech

Ms. Tiffany Howe, VP for Teaching and Learning	Date
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Ms. Deborah Toms, Student Success Director and Registrar	Date
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Dr. Ann Bolman, President	Date
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PROGRAM TO PROGRAM ARTICULATION AGREEMENT

BLACK HILLS STATE UNIVERSITY (BHSU)

and

NORTHERN WYOMING COMMUNITY COLLEGE DISTRICT (NWCCD)

Agreement with Respect to Applying the

ASSOCIATE OF SCIENCE DEGREE IN BUSINESS

toward the

BACHELOR OF SCIENCE DEGREE IN BUSINESS ADMINISTRATION

I. Parties:

The parties to this agreement are Black Hills State University (BHSU) and Northern Wyoming Community College District (NWCCD).

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 the region;
- C. extend and clarify educational opportunities for students;
- D. and to provide NWCC students who have completed an Associate of Science degree in Business an opportunity to earn a Bachelor of Science degree with a major in Business Administration through BHSU.

III. Academic Program:

The Business Administration Program at BHSU requires 30 general education credits and 57 credits for the Business Administration Pre-Core and Core and 18 credits of specialization requirements. In addition, students need to earn a total of 120 credits, complete a minimum of 36 upper level (i.e., 300/400) courses, and complete a minimum of 60 credits from four-year institutions to earn their degree.

A minimum of thirty (30) hours must be earned from BHSU. Fifteen (15) of the last thirty hours preceding the completion of a degree must be earned from Black Hills State University. Fifty percent (50%) of the credit hours specified in the major requirements must be completed at BHSU.

The tables on the following pages indicate which courses completed at NWCCD will directly transfer in to BHSU and meet graduation requirements for the B.S. in Business Administration Pre-Core and Core.

reviewed October 1, 2020

A. REQUIREMENTS FOR THE BHSU MAJOR IN BUSINESS ADMINISTRATION**1. Business Administration Major Core Requirements**

BHSU				NWCCD			
Prefix	Number	Title	Credits	Prefix	Number	Title	Credits
PRE-BUSINESS CORE							
ACCT	210	Principles of Accounting I	3	ACCT	1010	Accounting I	4
ACCT	211	Principles of Accounting II	3	ACCT	1020	Accounting II	4
				STATS	2050	Fundamentals of Statistics	4
BADM	220	Business Statistics	3	STATS	2070	OR Intro Statistics for the Soc Sci	4
BADM	320	Quantitative Decision Analysis	3	MATH	2355	Math Applications for Business	4
BADM	344	Managerial Communication	3	BADM	2015	Bus Communication & Writing	3
ECON	201	Principles of Microeconomics	3	ECON	1020	Microeconomics	3
ECON	202	Principles of Macroeconomics	3	ECON	1010	Macroeconomics	3
				CMAP	1752	Advanced Spreadsheets	1.5
MIS	205	Advanced Computer Applications	3	CMAP	1805	AND Access II	2
		PRE-BUSINESS CORE TOTAL	24				
BUSINESS CORE							
BADM	310	Business Finance	3				
BADM	321	Business Statistics II	3				
BADM	350	Legal Environment of Business	3	BADM	2010	Business Law	3
BADM	369	Organizational Behavior & Theory	3				
BADM	370	Marketing	3	MKT	2100	Principles of Marketing	3
BADM	407	International Business	3	BUSN	2000	International Business	3
BADM	425	Production/Operations Mgmt	3				
BADM	457	Business Ethics	3				
BADM	482	Business Policy & Strategy	3				
				IMGT	2400	Intro to Information Mgmt	3
MIS	325	Management Information Systems	3	CMAP	1815	AND Database Applications	3
ECON	3XX / 4XX	300/400 Level ECON Elective	3				
		BUSINESS CORE TOTAL	33				
Total Required Core Credits			57			Possible Transfer	43.5

a. The following may reverse transfer from BHSU to NWCCD to complete AS requirements:

BADM 310	for	FIN 2100
BADM 370	for	MKT 2100
BADM 407	for	BUSN 2000
BADM 457	for	BADM 2030
MIS 325	for	IMGT 2400

2. **Business Specialization Requirements**

The Business Administration degree requires completion of a specialization. All specializations require 18 credits for a total of 120 credit hours to graduate. Students must choose one specialization from the following list:

- Accounting
- Economics & Finance
- Entrepreneurial Studies
- Human Resource Management
- Management
- Marketing

3. **System General Education Requirements**

Students must earn 30 credit hours towards system general education. The number of credit hours required may be reduced if general education courses completed at NWCCD are accepted in transfer.

IV. **Articulation Details:**

- A. Upon successful completion of the requirements of the A.S. in Business at NWCCD, students may transfer to BHSU to complete the B.S. in Business Administration. At that time, BHSU will accept courses from NWCCD to meet the specified general education and Business Pre-Core and Core requirements for graduation as outlined above. According to South Dakota Board of Regents policy, students must earn 60 credits toward a degree from a four-year institution.
- B. Students will complete the requirements for the Business Administration major (including specialization) and any other general education requirements that remain unsatisfied.
- C. Students must meet all Board of Regents policies and university graduation requirements in order to receive a degree.

V. **Additional Requirements:**

Students transferring coursework from NWCCD must have a cumulative GPA of 2.0 on a 4.0 scale.

VI. **Obligations:**

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved in this articulation agreement.

VII. Modifications:

This agreement may be modified from time to time by the South Dakota Board of Regents and Northern Wyoming Community College District. BHSU must be notified of any changes to this agreement.

VIII. Termination:

This agreement may be terminated by Black Hills State University upon one year's written notice to Northwest Community College District. Student(s) enrolled in the program at that time shall be allowed to complete the program.

IX. Effective Date of Agreement:

Start date of fall 2020 term at BHSU and NWCCD. The agreement applies to students who graduated from NWCCD in 2000 or later.

X. Acceptance of Agreement:**For Black Hills State University**

Dr. Gregory Farley, Dean of Business and Natural Sciences	Date
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Dr. Priscilla Romkema, Provost and VPAA	Date
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Dr. Laurie Nichols, President	Date
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For Northern Wyoming Community College District

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SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – H (2)
DATE: December 9-10, 2020

SUBJECT

Articulation Agreements – SDSU

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 2:27](#) – Program to Program Articulation Agreements

BACKGROUND / DISCUSSION

BOR Policy 2:27 Program to Program Articulation Agreements establishes requirements for institutions seeking to develop program level agreements for interested transfer students. The policy further establishes the distinction between AA, AS, and AAS degrees which are classified as transferable, terminal, or non-transferable degrees (respectively). However, the AAS is “transferable when a specific degree articulation agreement exists between a given A.A.S. degree and a specific Baccalaureate degree.” Agreements established with regionally accredited institutions must be developed in conjunction with the faculty, following all institutional guidelines and are monitored as a function of the institutional program review process. Once approved, the agreements apply only at Regental institutions with equivalent programs.

IMPACT AND RECOMMENDATION

To comply with BOR Policy 2:27, South Dakota State University requests approval for the following articulation agreement:

- Students who have completed coursework in the Associate of Applied Sciences degree in Manufacturing Engineering Technology at Southeast Community College (SCC) can apply credit toward the Bachelor of Science degree in Operations Management at SDSU.
- Students who have completed coursework in the Associate of Applied Science degree in Medical Laboratory Technology at Mitchell Technical College (MTC) can apply credit toward the Bachelor of Science degree in Medical Laboratory Science at SDSU.

Board staff recommends approval.

ATTACHMENTS

Attachment I – SDSU Articulation Agreement: SCC

Attachment II – SDSU Articulation Agreement: MTC

DRAFT MOTION 20201209_5-H(2):

I move to approve South Dakota State University’s articulation agreement with Southeast Community College and Mitchell Technical College, as presented.

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Between
SOUTHEAST COMMUNITY COLLEGE
and
SOUTH DAKOTA STATE UNIVERSITY

Agreement with Respect to Applying the
Manufacturing Engineering Technology
Associate of Applied Sciences Degree Program at SCC- Milford
Toward the
Operations Management
Bachelor of Science Degree Program at SDSU

I. Parties

The parties to this agreement are South Dakota State University (SDSU), Brookings SD and Southeast Community College (SCC), NE, Milford Campus.

II. Purpose

The purpose of this agreement is to:

- A. have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. provide increased educational opportunities for students from South Dakota and the region;
- C. extend and clarify educational opportunities for students; and
- D. provide SCC students who have completed the A.A.S. degree in Manufacturing Engineering Technology an opportunity to earn a Bachelor of Science degree with a major in Operations Management, Manufacturing Emphasis.

III. Academic Program**Graduation Requirements for the BS in Operations Management at SDSU**

Operations Management, Manufacturing emphasis requirements:	54
System General Education Requirements (SGR) Credits:	32
<u>Block Transfer credits from SCC Manufacturing Engineering Technology:</u>	<u>34</u>
Total Credits Required:	120

- A. Upon successful completion of the major requirements specified in III.B. below, SDSU will accept **34 technical** course credits from the A.A.S. degree in Manufacturing Engineering Technology for students majoring in Operations Management, Manufacturing emphasis. Students must successfully complete the A.A.S. degree in Manufacturing Engineering Technology from SCC prior to transferring to SDSU for the block transfer course credits to be accepted. *General Education coursework is in addition to the 34 technical course credits.* Students must

meet all Board of Regents policies and university graduation requirements in order to receive a degree.

- B. Requirements to be completed at SDSU to earn a Bachelor of Science degree with a major in Operations Management, Manufacturing emphasis are outlined here.

Major requirements: 37 credits

1. BADM 360, Organization & Management OR
GE 385, Introduction to Systems Engineering & Management (3 credits)
2. CM 130, Management Tools & Analysis (3 credits)
3. CSC 325, Management Information Systems (3 credits)
4. GE 425, Occupational Safety & Health (3 credits)
5. HRM 460, Human Resource Management OR
LEAD 435, Organizational Leadership & Team Development (3 credits)
6. MNET 460, Engineering Economic Analysis OR
FIN 310 Business Finance (3 credits)
7. OM 240, Decision Making Processes in Management (3 credits)
8. OM 425, Production / Operations Management (3 credits)
9. OM 462, Quality Management (3 credits)
10. OM 463, Supply Chain Management (3 credits)
11. OM 470, Project Management (2 credits)
12. OM 471, Capstone Experience (2 credits)
13. OM 490, Seminar (1 credit)
14. OM 494, Internship (2 credits)

Required Support Courses: 17 credits

1. ACCT 210, Principles of Accounting I (3 credits)
2. ACCT 211, Principles of Accounting II (3 credits)
3. MATH 121/L, Survey of Calculus and Lab (5credits)
4. CSC 325, Management Information Systems (3 credits)
5. STAT 281, Introduction to Statistics (3 credits)

The general education coursework to meet South Dakota Regental Systems General Education Requirements (SGR) must also be completed as outlined below. This coursework may be taken at SCC if equivalent courses are available. Please note that BOR Policy 2.5.12 states: "Total transfer credit for work at a junior, community college (2 year), and/or two-year technical college may not exceed one-half of the hours required for completion of the baccalaureate degree at the accepting institution."

For the BSOM program, that number is 60 credits.

General Education (SGR) Courses: 32 credits

1. Must include ENGL 101, Composition I, (SGR 1) (3 credits)
2. Must include ENGL 277, Technical Writing in Engineering (SGR 1) (3 credits)
3. Must include SPCM 101, Fundamentals of Speech, (SGR 2) (3 credits)
4. Must include ECON 201, Principles of Microeconomics (SGR 3) (3 credits)
5. Must include MATH 114, College Algebra (SGR 5) (3 credits)
6. Must include CHEM 106/106L, Chemistry Survey & Lab (SGR 6) (4 credits)
7. Must include PHYS 101/101L, Survey of Physics I & Lab (SGR 6) (4 credits) 2 credits count toward the OM major]
8. 9 remaining credits must meet System General Education requirements and be selected from the approved list of courses specified in BOR policy 2:7.

Total number of credits at SDSU: 86

Transfer credits from SCC: 34*

Total credits required: 120

*Transferable general education courses can be completed at SCC.

Additional requirements:

Students transferring from Southeast Community College must have a cumulative GPA of “C” (2.0 on a 4.0 scale) and no course grade below a “C” (2.0 on a 4.0 scale).

IV. Obligations

Both parties agree to confer with each other on a regular basis regarding changes in curricula involved in this articulation agreement.

V. Modifications

This agreement may be modified from time to time by the South Dakota Board of Regents and Southeast Community College Board of Governors. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Effective Date of Agreement

This agreement will go into effect at the start of the Fall 2020 semester term at SCC and SDSU. The agreement applies to students who graduated from SCC in 2010 and subsequent years.

VII. Acceptance of Agreement:

For South Dakota State University:

_____ Date: _____
Dean, Jerome J. Lohr College of Engineering

_____ Date: _____
Provost and Vice President for Academic Affairs

For Southeast Community College:

_____ Date: _____
Vice President for Instruction

_____ Date: _____
President, Southeast Community College

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Agreement with Respect to Applying the
MEDICAL LABORATORY TECHNOLOGY
Associate of Applied Science Degree Program
 Towards the
UPWARD MOBILITY PROGRAM
MEDICAL LABORATORY SCIENCE MAJOR
Bachelor of Science Degree Program

Between
 MITCHELL TECHNICAL COLLEGE
 and
 SOUTH DAKOTA STATE UNIVERSITY

I. Parties

The parties to this agreement are Mitchell Technical College (MTC) and South Dakota State University (SDSU).

II. Purpose

The purpose of this agreement is to:

- A. have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. provide increased educational opportunities for students from South Dakota and the region;
- C. extend and clarify educational opportunities for students; and
- D. provide MTC students who have completed the A.A.S. degree in Medical Laboratory Technology an opportunity to earn a Bachelor of Science degree with a major in Medical Laboratory Science.

III. Academic Program

- A. Upon successful completion of the major requirements specified in III.B., as indicated below, SDSU will accept **41** technical course credits from the A.A.S. degree in Medical Laboratory Technology coursework. These technical credits will be placed on the student's transcript as MLS 368: Technical Transfer credit consistent with the MLS Upward Mobility Program. Additional transferable general education credits may be earned at MTC, but no more than 60 credits total may be transferred from MTC to SDSU. General education coursework is in addition to the 41 technical course credits.

Students must meet all Board of Regents policies and university graduation requirements in order to receive a degree.

- B. Requirements to be completed at SDSU to earn a Bachelor of Science degree with a major in Medical Laboratory Science are outlined below.

Major Requirements for Upward Mobility Program: 40 credits

1. MLS312, MLT to MLS (3 credits)
2. MLS341, Diagnostic Microbiology I (3 credits)
3. MLS401, Hematology II/Hemostasis (3 credits)
4. MLS403, Diagnostic Immunology (3 credits)
5. MLS411, Clinical Chemistry II (3 credits)
6. MLS431, Principles of Immunohematology (2 credits)
7. MLS471, Advanced Medical Diagnostics (2 credits)
8. MLS451, Immunohematology II (2 credits)
9. MLS461, Management and Education (3 credits)
10. MLS441, Diagnostic Microbiology II (3 credits)
11. MLS468, Advanced Supervised Clinical Experience I: Phlebotomy, Immunology, Hematology (5 credits)
12. MLS469, Advanced Supervised Clinical Experience II: Microbiology, Molecular Diagnostics, Chemistry, and immunohematology (5 credits)
13. MLS483, Senior Capstone Clinical Experience (3 credits)

Required Support Courses: 20 credits

1. STAT281, Statistics (3 credits)
2. CHEM106-106L Chemistry Survey and Lab (3 credits, 1 credit)
3. CHEM108-108L Organic and Biochemistry and Lab (4 credits, 1 credit)
4. BIOL 221-221L Human Anatomy and Lab (4 credits)
5. BIOL 325-325L Physiology and Lab (4 credits)

NOTE: B.S. requires 120 credits for completion.

General Education Courses: 30 credits (This number can be reduced by completion of transferrable general education courses at MTC).

30 remaining credits must meet System General Education requirements selected from the approved list of courses specified in BOR policy 2:7.

Total number of credits at SDSU: 79-82

Total number of credits from MTC: 38-41*

Total credits required: 120

*Transferable general education and support courses can be completed at MTC

Additional Requirements:

1. Students transferring from Mitchell Technical College must have a cumulative GPA of “C” (2.0 on a 4.0 scale) and no course grade below a “C” (2.0 on a 4.0 scale).
2. Students must apply and be accepted, based on current admissions standards, into the MLS professional program, prior to the start of MLS professional courses. Application process includes completion of the MLS formal application, two recommendations, and admission interview in accordance with the MLS program handbook.

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 Mitchell Technical College with approval from the South Dakota Board of Education. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Incorporation of terms in master agreement

The parties have entered into the present agreement pursuant to the agreement of December 13, 2005 between the Mitchell Board of Education on behalf of Mitchell 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 December 13, 2005 agreement.

VII. Effective Date of Agreement

Start Date of Fall 2020 Terms at MTC and SDSU. Students who have two years of work experience following completion of the MTC program and are employed in a clinical laboratory are eligible for the SDSU Upward Mobility on-line education program; however they may choose to complete the on-campus program.

VIII. Acceptance of Agreement**For South Dakota State University**

Date: _____
Dean, College of Pharmacy and Allied Health Professions

Date: _____
Provost and Vice President for Academic Affairs

For Mitchell Technical College

Date: _____
Vice President, Mitchell Technical College

Date: _____
President, Mitchell Technical College

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – H (3)
DATE: December 9-10, 2020

SUBJECT

Articulation Agreements – USD

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, the University of South Dakota requests approval for the following articulation agreements:

- Students who have completed coursework in the Associate of Applied Science degree in Human Services Technician at Mitchell Technical College (MTC) can apply credit toward the Bachelor of Science degree in Health Sciences at USD.
- Students who have completed coursework in the Associate of Applied Science degree in Medical Assistant at Mitchell Technical College (MTC) can apply credit toward the Bachelor of Science degree in Health Sciences at USD.
- Students who have completed coursework in the Associate of Applied Science degree in Medical Laboratory Technology at Mitchell Technical College (MTC) can apply credit toward the Bachelor of Science degree in Health Sciences at USD.

(Continued)

DRAFT MOTION 20201209_5-H(3):

I move to approve the University of South Dakota’s articulation agreements with Mitchell Technical College and Black Hills State University, as presented.

- Students who have completed coursework in the Associate of Applied Science degree in Medical Office Professional at Mitchell Technical College (MTC) can apply credit toward the Bachelor of Science degree in Health Sciences at USD.
- Students who have completed coursework in the Associate of Applied Science degree in Radiation Therapy at Mitchell Technical College (MTC) can apply credit toward the Bachelor of Science degree in Health Sciences at USD.
- Students who have completed coursework in the Associate of Applied Science degree in Radiologic Technology at Mitchell Technical College (MTC) can apply credit toward the Bachelor of Science degree in Health Sciences at USD.
- Students who have completed coursework in the Associate of Applied Science degree in Speech Language Pathology Assistant at Mitchell Technical College (MTC) can apply credit toward the Bachelor of Science or Bachelor of Arts degree in Communications Sciences and Disorders at USD.
- Students who have completed coursework in the Associate of Applied Science degree in Applied Health Sciences at Black Hills State University (BHSU) can apply credit toward the Bachelor of Science degree in Nursing at USD.

Board staff recommends approval.

ATTACHMENTS

Attachment I – USD Articulation Agreements: MTC

Attachment II – USD Articulation Agreements: BHSU

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

THE UNIVERSITY OF SOUTH DAKOTA (USD)
and
MITCHELL TECHNICAL COLLEGE (MTC)

Agreement with Respect to Applying the
HUMAN SERVICES TECHNICIAN
Associate of Applied Sciences Degree Program at MTC
Towards the
HEALTH SCIENCES
Bachelor of Science Degree Program at USD

I. Parties

The parties to this agreement are The University of South Dakota (USD) and Mitchell Technical College (MTC).

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 MTC students who have completed the AAS degree in Human Services Technician an opportunity to earn a Bachelor of Science in Health Sciences degree.

III. Academic Program

Graduation Requirements for the BS in Health Sciences at USD

Health Science Major Requirements:	44
General Education Credits:	30-32 ¹
Transfer up to 49 block credits from MTC Human Services Technician:	49
Total credits required:	120

¹Natural Science general education requirements are reflected in the Health Sciences Major Anatomy and Physiology requirements.

- A. Requirements to be completed at USD for the Health Sciences major are reflected in the catalog website: <http://catalog.usd.edu/index.php>
- B. The general education coursework to meet Regental System General Education Requirements must also be completed as outlined below. This coursework may be taken at MTC if courses are delivered under the current General Education agreement with the Board of Regents. General education coursework will be transferred if the Regental System General Education transfer requirements are met. If all required General Education credits are completed at MTC while successfully completing the Human Services Technician program, a total of 76 credit hours may transfer. If students have additional equivalent coursework that meets Health Science Major Requirements, a total of 90 transfer credits may be allowed.

General Education Course Requirements

USD General Education Requirements		Credit Hours	Mitchell Technical College Transferable General Education Course (Must Meet Regental System Requirements)	Credit Hours
SGR 1 Written Communication and Literacy Skills (6 credits required)	English 101 Composition	3	English 101 Composition	3
	Approved SGR 1 Course	3		
SGR 2 Oral Communication (3 credits required)	Approved SGR 2 Course	3	SPCM 101 Fundamentals of Speech	3
SGR 3 Social Sciences (3 credits required; two disciplines)	Approved SGR 3 Course; Discipline 1	3	SOC 100 Intro to Sociology	3
	Approved SGR 3 Course; Discipline 2	3	PSYC 101 General Psychology	3
SGR 4 Humanities & Fine Arts (6 credits required; 3 Humanities & 3 Fine Arts)	Approved Humanities Course	3		
	Approved Fine Arts Course	3		
SGR 5 Mathematics	Approved SGR 5 Course	3		
SGR 6 Natural Sciences (6 credits required)	PHGY 220/L Human Anatomy/Physiology I* PHGY 230/L Human Anatomy/Physiology I OR HSC 280/L Essentials of Human Anatomy & Physiology AND Approved 3 credit-hour SGR 6 Course	8		
Total General Education Credits		30-32¹		12

*PHGY 220 Requires Chem 106 or higher as a prerequisite; Chem 106 or higher requires Math 114 College Algebra or higher as a prerequisite.

¹Natural Science general education requirements are reflected in the Health Sciences Major Anatomy and Physiology requirements.

IV. Pathway One: Reverse Articulation (completing years one and two at USD, years three and four at MTC, and transferring MTC credits back to USD for completion of degree)

- A. Students will complete the required Health Science major courses through the University of South Dakota during the first two years of their education. During the third year of their education, they will enter the Human Services Technician program at MTC and complete the requirements for the AAS in Human Services Technician at the end of the fourth year.
- B. Upon successful completion of the requirements of the AAS degree in Human Services Technician, the student will transfer back to USD and apply for graduation. At that time, USD will accept a block of up to 49 technical course credits in transfer. In addition to the Human Services Technician technical course block credits, general education coursework that is equivalent to Regental courses will be transferable and accepted by USD.
- C. USD will waive the graduation requirement that 15 of the last 30 credits for the baccalaureate degree must be earned as institutional credit.
- D. Students must meet all other Board of Regents and university graduation requirements in order to receive a degree.

V. Pathway Two: Forward Articulation (completing the AAS in Human Services Technician at MTC and transferring to USD to complete the Bachelor of Science in Health Sciences)

- A. Upon successful completion of the requirements of the AAS in Human Services Technician, students may transfer to USD to complete the BS in Health Sciences. At that time, USD will accept a block of up to 49 technical course credits from the AAS degree in Human Services Technician. Students must successfully complete the AAS degree in Human Services Technician from MTC prior to transferring to USD for the technical course credits to be accepted. Transferable general education coursework in addition to up to 49 technical course block credits will be accepted.
- B. Students will complete the requirements for the Health Sciences major and any other general education or free elective requirements that remain unsatisfied.
- C. Students must meet all Board of Regents policies and university graduation requirements in order to receive a degree.

VI. Additional requirements

Students transferring coursework from MTC must have a cumulative GPA of 2.0 on a 4.0 scale.

VII. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved in this articulation agreement.

VIII. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents and Mitchell Technical College.

IX. Incorporation of terms in master agreement.

The parties have entered into the present agreement pursuant to the original agreement of January 24, 2005, which was updated in 2006 and again in 2020 between the Mitchell Board of Education on behalf of Mitchell 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 July 1, 2020 agreement.

X. 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.

XI. Effective Date of Agreement:

The agreement applies to students who graduated from MTC in 2000 or later. This agreement was updated in 2020 is in effect upon approval of all parties.

For University of South Dakota:

Haifa AbouSamra
Dean, School of Health Sciences
University of South Dakota

Date: _____

Sheila K.Gestring
President
University of South Dakota

Date: _____

For Mitchell Technical College:

Carol Grode-Hanks
Dean of Academics
Mitchell Technical College

Date: _____

Mark Wilson
President
Mitchell Technical College

Date: _____

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

THE UNIVERSITY OF SOUTH DAKOTA (USD)
and
MITCHELL TECHNICAL COLLEGE (MTC)

Agreement with Respect to Applying the
MEDICAL ASSISTANT
Associate of Applied Sciences Degree Program at MTC
Towards the
HEALTH SCIENCES
Bachelor of Science Degree Program at USD

I. Parties

The parties to this agreement are The University of South Dakota (USD) and Mitchell Technical College (MTC).

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 MTC students who have completed the AAS degree in Medical Assistant an opportunity to earn a Bachelor of Science in Health Sciences degree.

III. Academic Program

Graduation Requirements for the BS in Health Sciences at USD

Health Science Major Requirements:	44
General Education Credits:	30-32 ¹
Transfer up to 49 block credits from MTC Medical Assistant:	49
Total credits required:	120

¹Natural Science general education requirements are reflected in the Health Sciences Major Anatomy and Physiology requirements.

- A. Requirements to be completed at USD for the Health Sciences major are reflected in the catalog website: <http://catalog.usd.edu/index.php>
- B. The general education coursework to meet Regental System General Education Requirements must also be completed as outlined below. This coursework may be taken at MTC if courses are delivered under the current General Education agreement with the Board of Regents. General education coursework will be transferred if the Regental System General Education transfer requirements are met. If all required General Education credits are completed at MTC while successfully completing the Medical Assistant program, a total of 76 credit hours may transfer. If students have additional equivalent coursework that meets Health Science Major Requirements, a total of 90 transfer credits may be allowed.

General Education Course Requirements

USD General Education Requirements		Credit Hours	Mitchell Technical College Transferable General Education Course (Must Meet Regental System Requirements)	Credit Hours
SGR 1 Written Communication and Literacy Skills (6 credits required)	English 101 Composition	3	English 101 Composition	3
	Approved SGR 1 Course	3		
SGR 2 Oral Communication (3 credits required)	Approved SGR 2 Course	3	SPCM 101 Fundamentals of Speech	3
SGR 3 Social Sciences (3 credits required; two disciplines)	Approved SGR 3 Course; Discipline 1	3	SOC 100 Intro to Sociology	3
	Approved SGR 3 Course; Discipline 2	3	PSYC 101 General Psychology	3
SGR 4 Humanities & Fine Arts (6 credits required; 3 Humanities & 3 Fine Arts)	Approved Humanities Course	3		
	Approved Fine Arts Course	3		
SGR 5 Mathematics	Approved SGR 5 Course	3		
SGR 6 Natural Sciences (6 credits required)	PHGY 220/L Human Anatomy/Physiology I* PHGY 230/L Human Anatomy/Physiology I OR HSC 280/L Essentials of Human Anatomy & Physiology AND Approved 3 credit-hour SGR 6 Course	8		
Total General Education Credits		30-32¹		12

*PHGY 220 Requires Chem 106 or higher as a prerequisite; Chem 106 or higher requires Math 114 College Algebra or higher as a prerequisite.

¹Natural Science general education requirements are reflected in the Health Sciences Major Anatomy and Physiology requirements.

IV. Pathway One: Reverse Articulation (completing years one and two at USD, years three and four at MTC, and transferring MTC credits back to USD for completion of degree)

- A. Students will complete the required Health Science major courses through the University of South Dakota during the first two years of their education. During the third year of their education, they will enter the Medical Assistant program at MTC and complete the requirements for the AAS in Medical Assistant at the end of the fourth year.
- B. Upon successful completion of the requirements of the AAS degree in Medical Assistant, the student will transfer back to USD and apply for graduation. At that time, USD will accept a block of up to 49 technical course credits in transfer. In addition to the Medical Assistant technical course block credits, general education coursework that is equivalent to Regental courses will be transferable and accepted by USD.
- C. USD will waive the graduation requirement that 15 of the last 30 credits for the baccalaureate degree must be earned as institutional credit.
- D. Students must meet all other Board of Regents and university graduation requirements in order to receive a degree.

V. Pathway Two: Forward Articulation (completing the AAS in Medical Assistant at MTC and transferring to USD to complete the Bachelor of Science in Health Sciences)

- A. Upon successful completion of the requirements of the AAS in Medical Assistant, students may transfer to USD to complete the BS in Health Sciences. At that time, USD will accept a block of up to 49 technical course credits from the AAS degree in Medical Assistant. Students must successfully complete the AAS degree in Medical Assistant from MTC prior to transferring to USD for the technical course credits to be accepted. Transferable general education coursework in addition to up to 49 technical course block credits will be accepted.
- B. Students will complete the requirements for the Health Sciences major and any other general education or free elective requirements that remain unsatisfied.
- C. Students must meet all Board of Regents policies and university graduation requirements in order to receive a degree.

VI. Additional requirements

Students transferring coursework from MTC must have a cumulative GPA of 2.0 on a 4.0 scale.

VII. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved in this articulation agreement.

VIII. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents and Mitchell Technical College.

IX. Incorporation of terms in master agreement.

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X. 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.

XI. Effective Date of Agreement:

The agreement applies to students who graduated from MTC in 2000 or later. This agreement was updated in 2020 is in effect upon approval of all parties.

For University of South Dakota:

Haifa AbouSamra
Dean, School of Health Sciences
University of South Dakota

Date: _____

Sheila K.Gestring
President
University of South Dakota

Date: _____

For Mitchell Technical College:

Carol Grode-Hanks
Dean of Academics
Mitchell Technical College

Date: _____

Mark Wilson
President
Mitchell Technical College

Date: _____

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

THE UNIVERSITY OF SOUTH DAKOTA (USD)
and
MITCHELL TECHNICAL COLLEGE (MTC)

Agreement with Respect to Applying the
MEDICAL LABORATORY TECHNOLOGY
Associate of Applied Sciences Degree Program at MTC
Towards the
HEALTH SCIENCES
Bachelor of Science Degree Program at USD

I. Parties

The parties to this agreement are The University of South Dakota (USD) and Mitchell Technical College (MTC).

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 MTC students who have completed the AAS degree in Medical Laboratory Technology an opportunity to earn a Bachelor of Science in Health Sciences degree.

III. Academic Program

Graduation Requirements for the BS in Health Sciences at USD

Health Science Major Requirements:	44
General Education Credits:	30-32 ¹
Transfer up to 49 block credits from MTC Medical Laboratory Technology:	49
Total credits required:	120

¹Natural Science general education requirements are reflected in the Health Sciences Major Anatomy and Physiology requirements.

- A. Requirements to be completed at USD for the Health Sciences major are reflected in the catalog website: <http://catalog.usd.edu/index.php>
- B. The general education coursework to meet Regental System General Education Requirements must also be completed as outlined below. This coursework may be taken at MTC if courses are delivered under the current General Education agreement with the Board of Regents. General education coursework will be transferred if the Regental System General Education transfer requirements are met. If all required General Education credits are completed at MTC while successfully completing the Medical Laboratory Technology program, a total of 76 credit hours may transfer. If students have additional equivalent coursework that meets Health Science Major Requirements, a total of 90 transfer credits may be allowed.

General Education Course Requirements

USD General Education Requirements		Credit Hours	Mitchell Technical College Transferable General Education Course (Must Meet Regental System Requirements)	Credit Hours
SGR 1 Written Communication and Literacy Skills (6 credits required)	English 101 Composition	3	English 101 Composition	3
	Approved SGR 1 Course	3		
SGR 2 Oral Communication (3 credits required)	Approved SGR 2 Course	3	SPCM 101 Fundamentals of Speech	3
SGR 3 Social Sciences (3 credits required; two disciplines)	Approved SGR 3 Course; Discipline 1	3	SOC 100 Intro to Sociology	3
	Approved SGR 3 Course; Discipline 2	3	PSYC 101 General Psychology	3
SGR 4 Humanities & Fine Arts (6 credits required; 3 Humanities & 3 Fine Arts)	Approved Humanities Course	3		
	Approved Fine Arts Course	3		
SGR 5 Mathematics	Approved SGR 5 Course	3		
SGR 6 Natural Sciences (6 credits required)	PHGY 220/L Human Anatomy/Physiology I* PHGY 230/L Human Anatomy/Physiology I OR HSC 280/L Essentials of Human Anatomy & Physiology AND Approved 3 credit-hour SGR 6 Course	8		
Total General Education Credits		30-32¹		12

*PHGY 220 Requires Chem 106 or higher as a prerequisite; Chem 106 or higher requires Math 114 College Algebra or higher as a prerequisite.

¹Natural Science general education requirements are reflected in the Health Sciences Major Anatomy and Physiology requirements.

IV. Pathway One: Reverse Articulation (completing years one and two at USD, years three and four at MTC, and transferring MTC credits back to USD for completion of degree)

- A. Students will complete the required Health Science major courses through the University of South Dakota during the first two years of their education. During the third year of their education, they will enter the Medical Laboratory Technology program at MTC and complete the requirements for the AAS in Medical Laboratory Technology at the end of the fourth year.
- B. Upon successful completion of the requirements of the AAS degree in Medical Laboratory Technology, the student will transfer back to USD and apply for graduation. At that time, USD will accept a block of up to 49 technical course credits in transfer. In addition to the Medical Laboratory Technology technical course block credits, general education coursework that is equivalent to Regental courses will be transferable and accepted by USD.
- C. USD will waive the graduation requirement that 15 of the last 30 credits for the baccalaureate degree must be earned as institutional credit.
- D. Students must meet all other Board of Regents and university graduation requirements in order to receive a degree.

V. Pathway Two: Forward Articulation (completing the AAS in Medical Laboratory Technology at MTC and transferring to USD to complete the Bachelor of Science in Health Sciences)

- A. Upon successful completion of the requirements of the AAS in Medical Laboratory Technology, students may transfer to USD to complete the BS in Health Sciences. At that time, USD will accept a block of up to 49 technical course credits from the AAS degree in Medical Laboratory Technology. Students must successfully complete the AAS degree in Medical Laboratory Technology from MTC prior to transferring to USD for the technical course credits to be accepted. Transferable general education coursework in addition to up to 49 technical course block credits will be accepted.
- B. Students will complete the requirements for the Health Sciences major and any other general education or free elective requirements that remain unsatisfied.
- C. Students must meet all Board of Regents policies and university graduation requirements in order to receive a degree.

VI. Additional requirements

Students transferring coursework from MTC must have a cumulative GPA of 2.0 on a 4.0 scale.

VII. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved in this articulation agreement.

VIII. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents and Mitchell Technical College.

IX. Incorporation of terms in master agreement.

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X. 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.

XI. Effective Date of Agreement:

The agreement applies to students who graduated from MTC in 2000 or later. This agreement was updated in 2020 is in effect upon approval of all parties.

For University of South Dakota:

Haifa AbouSamra
Dean, School of Health Sciences
University of South Dakota

Date: _____

Sheila K.Gestring
President
University of South Dakota

Date: _____

For Mitchell Technical College:

Carol Grode-Hanks
Dean of Academics
Mitchell Technical College

Date: _____

Mark Wilson
President
Mitchell Technical College

Date: _____

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

THE UNIVERSITY OF SOUTH DAKOTA (USD)
and
MITCHELL TECHNICAL COLLEGE (MTC)

Agreement with Respect to Applying the
MEDICAL OFFICE PROFESSIONAL
Associate of Applied Sciences Degree Program at MTC
Towards the
HEALTH SCIENCES
Bachelor of Science Degree Program at USD

I. Parties

The parties to this agreement are The University of South Dakota (USD) and Mitchell Technical College (MTC).

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 MTC students who have completed the AAS degree in Medical Office Professional an opportunity to earn a Bachelor of Science in Health Sciences degree.

III. Academic Program

Graduation Requirements for the BS in Health Sciences at USD

Health Science Major Requirements:	44
General Education Credits:	30-32 ¹
Transfer up to 49 block credits from MTC Medical Office Professional:	49
Total credits required:	120

¹Natural Science general education requirements are reflected in the Health Sciences Major Anatomy and Physiology requirements.

- A. Requirements to be completed at USD for the Health Sciences major are reflected in the catalog website: <http://catalog.usd.edu/index.php>
- B. The general education coursework to meet Regental System General Education Requirements must also be completed as outlined below. This coursework may be taken at MTC if courses are delivered under the current General Education agreement with the Board of Regents. General education coursework will be transferred if the Regental System General Education transfer requirements are met. If all required General Education credits are completed at MTC while successfully completing the Medical Office Professional program, a total of 76 credit hours may transfer. If students have additional equivalent coursework that meets Health Science Major Requirements, a total of 90 transfer credits may be allowed.

General Education Course Requirements

USD General Education Requirements		Credit Hours	Mitchell Technical College Transferable General Education Course (Must Meet Regental System Requirements)	Credit Hours
SGR 1 Written Communication and Literacy Skills (6 credits required)	English 101 Composition	3	English 101 Composition	3
	Approved SGR 1 Course	3		
SGR 2 Oral Communication (3 credits required)	Approved SGR 2 Course	3	SPCM 101 Fundamentals of Speech	3
SGR 3 Social Sciences (3 credits required; two disciplines)	Approved SGR 3 Course; Discipline 1	3	SOC 100 Intro to Sociology	3
	Approved SGR 3 Course; Discipline 2	3	PSYC 101 General Psychology	3
SGR 4 Humanities & Fine Arts (6 credits required; 3 Humanities & 3 Fine Arts)	Approved Humanities Course	3		
	Approved Fine Arts Course	3		
SGR 5 Mathematics	Approved SGR 5 Course	3		
SGR 6 Natural Sciences (6 credits required)	PHGY 220/L Human Anatomy/Physiology I* PHGY 230/L Human Anatomy/Physiology I OR HSC 280/L Essentials of Human Anatomy & Physiology AND Approved 3 credit-hour SGR 6 Course	8		
Total General Education Credits		30-32¹		12

*PHGY 220 Requires Chem 106 or higher as a prerequisite; Chem 106 or higher requires Math 114 College Algebra or higher as a prerequisite.

¹Natural Science general education requirements are reflected in the Health Sciences Major Anatomy and Physiology requirements.

IV. Pathway One: Reverse Articulation (completing years one and two at USD, years three and four at MTC, and transferring MTC credits back to USD for completion of degree)

- A. Students will complete the required Health Science major courses through the University of South Dakota during the first two years of their education. During the third year of their education, they will enter the Medical Office Professional program at MTC and complete the requirements for the AAS in Medical Office Professional at the end of the fourth year.
- B. Upon successful completion of the requirements of the AAS degree in Medical Office Professional, the student will transfer back to USD and apply for graduation. At that time, USD will accept a block of up to 49 technical course credits in transfer. In addition to the Medical Office Professional technical course block credits, general education coursework that is equivalent to Regental courses will be transferable and accepted by USD.
- C. USD will waive the graduation requirement that 15 of the last 30 credits for the baccalaureate degree must be earned as institutional credit.
- D. Students must meet all other Board of Regents and university graduation requirements in order to receive a degree.

V. Pathway Two: Forward Articulation (completing the AAS in Medical Office Professional at MTC and transferring to USD to complete the Bachelor of Science in Health Sciences)

- A. Upon successful completion of the requirements of the AAS in Medical Office Professional, students may transfer to USD to complete the BS in Health Sciences. At that time, USD will accept a block of up to 49 technical course credits from the AAS degree in Medical Office Professional. Students must successfully complete the AAS degree in Medical Office Professional from MTC prior to transferring to USD for the technical course credits to be accepted. Transferable general education coursework in addition to up to 49 technical course block credits will be accepted.
- B. Students will complete the requirements for the Health Sciences major and any other general education or free elective requirements that remain unsatisfied.
- C. Students must meet all Board of Regents policies and university graduation requirements in order to receive a degree.

VI. Additional requirements

Students transferring coursework from MTC must have a cumulative GPA of 2.0 on a 4.0 scale.

VII. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved in this articulation agreement.

VIII. Modification

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X. 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.

XI. Effective Date of Agreement:

The agreement applies to students who graduated from MTC in 2000 or later. This agreement was updated in 2020 is in effect upon approval of all parties.

For University of South Dakota:

Haifa AbouSamra
Dean, School of Health Sciences
University of South Dakota

Date: _____

Sheila K.Gestring
President
University of South Dakota

Date: _____

For Mitchell Technical College:

Carol Grode-Hanks
Dean of Academics
Mitchell Technical College

Date: _____

Mark Wilson
President
Mitchell Technical College

Date: _____

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

THE UNIVERSITY OF SOUTH DAKOTA (USD)
and
MITCHELL TECHNICAL COLLEGE (MTC)

Agreement with Respect to Applying the
RADIATION THERAPY
Associate of Applied Sciences Degree Program at MTC
Towards the
HEALTH SCIENCES
Bachelor of Science Degree Program at USD

I. Parties

The parties to this agreement are The University of South Dakota (USD) and Mitchell Technical College (MTC).

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 MTC students who have completed the AAS degree in Radiation Therapy an opportunity to earn a Bachelor of Science in Health Sciences degree.

III. Academic Program

Graduation Requirements for the BS in Health Sciences at USD

Health Science Major Requirements:	44
General Education Credits:	30-32 ¹
Transfer up to 49 block credits from MTC Radiation Therapy:	49
Total credits required:	120

¹Natural Science general education requirements are reflected in the Health Sciences Major Anatomy and Physiology requirements.

- A. Requirements to be completed at USD for the Health Sciences major are reflected in the catalog website: <http://catalog.usd.edu/index.php>
- B. The general education coursework to meet Regental System General Education Requirements must also be completed as outlined below. This coursework may be taken at MTC if courses are delivered under the current General Education agreement with the Board of Regents. General education coursework will be transferred if the Regental System General Education transfer requirements are met. If all required General Education credits are completed at MTC while successfully completing the Radiation Therapy program, a total of 76 credit hours may transfer. If students have additional equivalent coursework that meets Health Science Major Requirements, a total of 90 transfer credits may be allowed.

General Education Course Requirements

USD General Education Requirements		Credit Hours	Mitchell Technical College Transferable General Education Course (Must Meet Regental System Requirements)	Credit Hours
SGR 1 Written Communication and Literacy Skills (6 credits required)	English 101 Composition	3	English 101 Composition	3
	Approved SGR 1 Course	3		
SGR 2 Oral Communication (3 credits required)	Approved SGR 2 Course	3	SPCM 101 Fundamentals of Speech	3
SGR 3 Social Sciences (3 credits required; two disciplines)	Approved SGR 3 Course; Discipline 1	3	SOC 100 Intro to Sociology	3
	Approved SGR 3 Course; Discipline 2	3	PSYC 101 General Psychology	3
SGR 4 Humanities & Fine Arts (6 credits required; 3 Humanities & 3 Fine Arts)	Approved Humanities Course	3		
	Approved Fine Arts Course	3		
SGR 5 Mathematics	Approved SGR 5 Course	3		
SGR 6 Natural Sciences (6 credits required)	PHGY 220/L Human Anatomy/Physiology I* PHGY 230/L Human Anatomy/Physiology I OR HSC 280/L Essentials of Human Anatomy & Physiology AND Approved 3 credit-hour SGR 6 Course	8		
Total General Education Credits		30-32¹		12

*PHGY 220 Requires Chem 106 or higher as a prerequisite; Chem 106 or higher requires Math 114 College Algebra or higher as a prerequisite.

¹Natural Science general education requirements are reflected in the Health Sciences Major Anatomy and Physiology requirements.

IV. Pathway One: Reverse Articulation (completing years one and two at USD, years three and four at MTC, and transferring MTC credits back to USD for completion of degree)

- A. Students will complete the required Health Science major courses through the University of South Dakota during the first two years of their education. During the third year of their education, they will enter the Radiation Therapy program at MTC and complete the requirements for the AAS in Radiation Therapy at the end of the fourth year.
- B. Upon successful completion of the requirements of the AAS degree in Radiation Therapy, the student will transfer back to USD and apply for graduation. At that time, USD will accept a block of up to 49 technical course credits in transfer. In addition to the Radiation Therapy technical course block credits, general education coursework that is equivalent to Regental courses will be transferable and accepted by USD.
- C. USD will waive the graduation requirement that 15 of the last 30 credits for the baccalaureate degree must be earned as institutional credit.
- D. Students must meet all other Board of Regents and university graduation requirements in order to receive a degree.

V. Pathway Two: Forward Articulation (completing the AAS in Radiation Therapy at MTC and transferring to USD to complete the Bachelor of Science in Health Sciences)

- A. Upon successful completion of the requirements of the AAS in Radiation Therapy, students may transfer to USD to complete the BS in Health Sciences. At that time, USD will accept a block of up to 49 technical course credits from the AAS degree in Radiation Therapy. Students must successfully complete the AAS degree in Radiation Therapy from MTC prior to transferring to USD for the technical course credits to be accepted. Transferable general education coursework in addition to up to 49 technical course block credits will be accepted.
- B. Students will complete the requirements for the Health Sciences major and any other general education or free elective requirements that remain unsatisfied.
- C. Students must meet all Board of Regents policies and university graduation requirements in order to receive a degree.

VI. Additional requirements

Students transferring coursework from MTC must have a cumulative GPA of 2.0 on a 4.0 scale.

VII. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved in this articulation agreement.

VIII. Modification

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XI. Effective Date of Agreement:

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For University of South Dakota:

Haifa AbouSamra
Dean, School of Health Sciences
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For Mitchell Technical College:

Carol Grode-Hanks
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Mark Wilson
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Date: _____

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

THE UNIVERSITY OF SOUTH DAKOTA (USD)
and
MITCHELL TECHNICAL COLLEGE (MTC)

Agreement with Respect to Applying the
RADIOLOGIC TECHNOLOGY
Associate of Applied Sciences Degree Program at MTC
Towards the
HEALTH SCIENCES
Bachelor of Science Degree Program at USD

I. Parties

The parties to this agreement are The University of South Dakota (USD) and Mitchell Technical College (MTC).

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 MTC students who have completed the AAS degree in Radiologic Technology an opportunity to earn a Bachelor of Science in Health Sciences degree.

III. Academic Program

Graduation Requirements for the BS in Health Sciences at USD

Health Science Major Requirements:	44
General Education Credits:	30-32 ¹
Transfer up to 49 block credits from MTC Radiologic Technology:	49
Total credits required:	120

¹Natural Science general education requirements are reflected in the Health Sciences Major Anatomy and Physiology requirements.

- A. Requirements to be completed at USD for the Health Sciences major are reflected in the catalog website: <http://catalog.usd.edu/index.php>
- B. The general education coursework to meet Regental System General Education Requirements must also be completed as outlined below. This coursework may be taken at MTC if courses are delivered under the current General Education agreement with the Board of Regents. General education coursework will be transferred if the Regental System General Education transfer requirements are met. If all required General Education credits are completed at MTC while successfully completing the Radiologic Technology program, a total of 76 credit hours may transfer. If students have additional equivalent coursework that meets Health Science Major Requirements, a total of 90 transfer credits may be allowed.

General Education Course Requirements

USD General Education Requirements		Credit Hours	Mitchell Technical College Transferable General Education Course (Must Meet Regental System Requirements)	Credit Hours
SGR 1 Written Communication and Literacy Skills (6 credits required)	English 101 Composition	3	English 101 Composition	3
	Approved SGR 1 Course	3		
SGR 2 Oral Communication (3 credits required)	Approved SGR 2 Course	3	SPCM 101 Fundamentals of Speech	3
SGR 3 Social Sciences (3 credits required; two disciplines)	Approved SGR 3 Course; Discipline 1	3	SOC 100 Intro to Sociology	3
	Approved SGR 3 Course; Discipline 2	3	PSYC 101 General Psychology	3
SGR 4 Humanities & Fine Arts (6 credits required; 3 Humanities & 3 Fine Arts)	Approved Humanities Course	3		
	Approved Fine Arts Course	3		
SGR 5 Mathematics	Approved SGR 5 Course	3		
SGR 6 Natural Sciences (6 credits required)	PHGY 220/L Human Anatomy/Physiology I* PHGY 230/L Human Anatomy/Physiology I OR HSC 280/L Essentials of Human Anatomy & Physiology AND Approved 3 credit-hour SGR 6 Course	8		
Total General Education Credits		30-32¹		12

*PHGY 220 Requires Chem 106 or higher as a prerequisite; Chem 106 or higher requires Math 114 College Algebra or higher as a prerequisite.

¹Natural Science general education requirements are reflected in the Health Sciences Major Anatomy and Physiology requirements.

IV. Pathway One: Reverse Articulation (completing years one and two at USD, years three and four at MTC, and transferring MTC credits back to USD for completion of degree)

- A. Students will complete the required Health Science major courses through the University of South Dakota during the first two years of their education. During the third year of their education, they will enter the Radiologic Technology program at MTC and complete the requirements for the AAS in Radiologic Technology at the end of the fourth year.
- B. Upon successful completion of the requirements of the AAS degree in Radiologic Technology, the student will transfer back to USD and apply for graduation. At that time, USD will accept a block of up to 49 technical course credits in transfer. In addition to the Radiologic Technology technical course block credits, general education coursework that is equivalent to Regental courses will be transferable and accepted by USD.
- C. USD will waive the graduation requirement that 15 of the last 30 credits for the baccalaureate degree must be earned as institutional credit.
- D. Students must meet all other Board of Regents and university graduation requirements in order to receive a degree.

V. Pathway Two: Forward Articulation (completing the AAS in Radiologic Technology at MTC and transferring to USD to complete the Bachelor of Science in Health Sciences)

- A. Upon successful completion of the requirements of the AAS in Radiologic Technology, students may transfer to USD to complete the BS in Health Sciences. At that time, USD will accept a block of up to 49 technical course credits from the AAS degree in Radiologic Technology. Students must successfully complete the AAS degree in Radiologic Technology from MTC prior to transferring to USD for the technical course credits to be accepted. Transferable general education coursework in addition to up to 49 technical course block credits will be accepted.
- B. Students will complete the requirements for the Health Sciences major and any other general education or free elective requirements that remain unsatisfied.
- C. Students must meet all Board of Regents policies and university graduation requirements in order to receive a degree.

VI. Additional requirements

Students transferring coursework from MTC must have a cumulative GPA of 2.0 on a 4.0 scale.

VII. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved in this articulation agreement.

VIII. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents and Mitchell Technical College.

IX. Incorporation of terms in master agreement.

The parties have entered into the present agreement pursuant to the original agreement of January 24, 2005, which was updated in 2006 and again in 2020 between the Mitchell Board of Education on behalf of Mitchell 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 July 1, 2020 agreement.

X. 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.

XI. Effective Date of Agreement:

The agreement applies to students who graduated from MTC in 2000 or later. This agreement was updated in 2020 is in effect upon approval of all parties.

For University of South Dakota:

Haifa AbouSamra
Dean, School of Health Sciences
University of South Dakota

Date: _____

Sheila K.Gestring
President
University of South Dakota

Date: _____

For Mitchell Technical College:

Carol Grode-Hanks
Dean of Academics
Mitchell Technical College

Date: _____

Mark Wilson
President
Mitchell Technical College

Date: _____

PROGRAM TO PROGRAM ARTICULATION AGREEMENT
The University of South Dakota (USD)
 And
Mitchell Technical College (MTC)

Agreement with Respect to Applying the
Speech Language Pathology Assistant
Associate of Applied Science Degree Program at MTC
 Towards the
Communications Sciences and Disorders (CSD)
Bachelor's Degree (BS, BA) Program at USD

I. Parties

The parties to this agreement are The University of South Dakota (USD) and Mitchell Technical College (MTC).

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 MTC students who have completed the A.A.S. degree in Speech Language Pathology Assistant (SLPA) an opportunity to earn a Bachelor's degree with a major in Communications Sciences and Disorders.

III. Academic Program

Graduation Requirements

Communications Sciences and Disorders Major Requirements	36
General Education Credits:	30
Requirements for BA (BS)	22 (21)
Block Transfer from MTC to USD	32
Elective (BS)	0 (1)
Total credits required:	120

- A. Requirements to be completed at USD for the Communications Sciences and Disorders major are reflected in the USD Catalog.
- B. The general education coursework to meet Regental System General Education Requirements must also be completed as outlined below. This coursework may be taken at MTC where equivalent courses are available. General education coursework included in the requirements for the A.A.S. in Speech-Language Pathology Assistant is identified in the chart below. Additional general education coursework will be transferred if the Regental System General Education transfer requirements are met. If all credits indicated below are completed at MTC while successfully completing the Speech-Language Pathology Assistant program a total of 65 credit hours may transfer.

General Education Course Requirements

System General Education Requirements				
	USD Coursework		MTC Coursework	
SGR #1 Written Communication (6 credits required)	Advanced Composition (3 CR)	3	ENGL 101 Composition I	3
SGR #2 Oral Communication (3 credits required)			SPCM 101	3
SGR #3 Social Science (6 credits required)			CHRD 130 Human Development COMM 210 Interpersonal Communication	6
SGR #4 Humanities and Fine Arts (6 credits required)	Fine Arts (To be completed at USD)	3	COMM 151 Mass Comm and Culture	3
SGR #5 Mathematics (3 credits required)			MATH 103 Mathematical Reasoning	3
SGR #6 Natural Science (6 credits required)	To be completed at USD	6		
Total General Education Credit Hours by institution		12		18
Total General Education Credit Hours				30

Graduation requirements for the BA or BS in Communication Sciences and Disorders

Students who complete the A.A.S. degree in Speech Language Pathology Assistant at MTC are not required to complete a minor at USD.

Breakdown of Major Credits		<u>Bachelor of Science</u>	<u>Bachelor of Arts</u>
	Major courses completed at USD	18	18
	Major courses completed at MTC (transfer equivalencies)	18	18
	Major Total	36	36
Breakdown of Degree Credits			
	USD Credits	55	55
	MTC credits (transfer equivalencies)	65	65
	Total Credits Required	120	120

*Students who complete the A.A.S. in Speech-Language Pathology Assistant are not required to complete a minor.

IV. Forward Articulation (completing the A.A.S. in SLPA at MTC and transferring to USD to complete the B.A./B.S. in Communication Sciences and Disorders)

- A. Upon successful completion of the requirements of the A.A.S. degree in Speech Language Pathology Assistant, students may transfer to USD to complete the B.A. or B.S. in Communication Sciences and Disorders. If all credits indicated below are completed at MTC while successfully completing the SLPA program a total of 65 credit hours may transfer.
- B. Students will complete the remaining requirements for the Communication Sciences and Disorders major and any other general education or elective requirements that remain unsatisfied.
- C. Students must meet all Board of Regents policies and university graduation requirements in order to receive a degree.
- D. Students who complete the A.A.S. degree in Speech Language Pathology Assistant are not required to complete a minor.

V. Reverse Articulation (completing years one+ at MTC and remaining requirements at USD, and transferring USD credits back to MTC for completion of A.A.S. in SLPA Emphasis degree)

- A. Students who complete a portion of the requirements for the A.A.S. degree in Speech Language Pathology Assistant at MTC and then transfer to USD, may transfer USD credits back to MTC for satisfaction of requirements for the A.A.S. degree in Speech Language Pathology Assistant. Courses to be accepted as transferable by MTC include those which satisfy the requirements for the A.A.S. in SLP Emphasis.

VI. Reverse Articulation (completing years one and two at USD, years three and four at MTC, and transferring MTC credits back to USD for completion of degree)

- B. Students will complete the general education and major courses through the University of South Dakota during the first two years of their education. During the third year of their education, they will enter the Speech-Language Pathology Assistant program at MTC and complete the requirements for the A.A.S. in Speech-Language Pathology Assistant at the end of the fourth year.
- C. Upon successful completion of the requirements of the A.A.S. degree in Speech-Language Pathology Assistant, the student will transfer back to USD and apply for graduation. At that time, USD will accept equivalency transfer credits. Courses to be accepted as transferable by USD include both those which satisfy the major requirements in communication sciences and disorders as well as general education coursework that is equivalent to Regental courses.
- D. USD will waive the graduation requirement that 15 of the last 30 credits for the baccalaureate degree must be earned as institutional credit.
- E. Students must meet all other Board of Regents and university graduation requirements in order to receive a degree.

VII. Additional requirements

Students transferring coursework from MTC must have a cumulative GPA of 2.0 on a 4.0 scale.

VIII. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved in this articulation agreement.

IX. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents and Mitchell Technical College.

X. 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.

XI. Effective Date of Agreement:

This agreement updated in 2020 is in effect upon signature of all parties.

XII. Signatures**UNIVERSITY OF SOUTH DAKOTA**

Michael Kruger
Dean, College of Arts & Sciences
University of South Dakota

Date

Sheila K. Gestring
President
University of South Dakota

Date

MITCHELL TECHNICAL COLLEGE

Carol Grode-Hanks
Vice President for Academics
Mitchell Technical College

Date

Mark Wilson
President
Mitchell Technical College

Date

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

THE UNIVERSITY OF SOUTH DAKOTA (USD)
and
BLACK HILLS STATE UNIVERSITY (BHSU)

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 USD

I. Parties

The parties to this agreement are The University of South Dakota (USD) 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 who have completed the AS degree in Applied Health Sciences a seamless transition to the Bachelor of Science degree with a major in Nursing (BSN).
- E. encourage students to graduate from both the AS (BHSU) and BSN (USD) program and work collaboratively on marketing and admissions guidance.

III. Academic Program

Graduation Requirements for the Bachelor of Science in Nursing (BSN) at USD

BSN major requirements	58
General Education Requirements	32
Foundational Course Requirements	30
Total credits required:	120

- A. Requirements to be completed at USD for the major in Nursing (BSN) are reflected in the catalog website: <http://catalog.usd.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

USD General Education Requirement			BHSU Equivalent	Credit Hours
SGR 1 Written Communication and Literacy Skills	ENGL 101 Composition	3	ENGL 101	3
	ENGL 201 Composition II	3	ENGL 201	3
SGR 2 Oral Communication	SPCM 101 Fundamentals of Speech	3	SPCM 101	3
SGR 3 Social Sciences	PSYC 101 General Psychology	3	PSYC 101	3
	SOC 100 Introduction to Sociology	3	SOC 100	3
SGR 4 Humanities & Fine Arts	Humanities (PHIL 220) and Fine Arts	6	PHIL 220 (3) Approved fine arts (3)	6
SGR 5 Mathematics	Approved SGR 5 mathematics course	3	MATH 103 or higher	3
SGR 6 Natural Sciences	PHGY 220 Human Anatomy/Physiology I PHGY 230 Human Anatomy/Physiology I	8	BIOL 121/121L (4 credit hours)* BIOL 123/123L (4 credit hours)*	8
Total General Education Credits		32		32

* BIOL 121/121L and BIOL 123/123L may meet the spirit of the SGR #6 requirement. These courses are equivalent to USD's ANAT 142/143 and PHGY 210/210L. These courses are used to meet the spirit of the general education courses.

- C. The Foundational Course Requirements for the Major 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. Foundational coursework required for the BS degree in Nursing is identified in the chart below. Additional foundational coursework will be transferred if the Regental System General Education 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.

Foundational Course Requirements for Major

USD Foundational Course Requirements for Major		BHSU Equivalent**	
CHEM 106 plus 106L	4	CHEM 106/106L	4
HLTH 422	3	HLTH 315 or HLTH 422	3
NURS 119	1	GS 100	1
MICR 230	3	BIOL 231	3
MICR 232	1	BIOL 231L	1
PSYC 321	3	PSYC 221	3
PSYC 451	3	PSYC 451	3
HSC 250 or CLHU 101	3	BIOL 286	3
Electives	9	Approved electives**	3-9**
Total General Education Credits	30		24-30

**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.

IV. Pathway: Forward Articulation (completing AS degree in Applied Health Sciences at BHSU and transferring to USD to complete the Bachelor of Science in Nursing (BSN))

- A. USD Nursing major courses NURS 311 and NURS 315 may count toward the completion of the AS in Applied Health Sciences as electives.
- B. Students may elect to participate in dual advising from BHSU and USD while completing the BHSU AS in Applied Health Sciences program in preparation for the USD 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 and are eligible to apply to the USD Department of Nursing. At the time of acceptance into the program, USD will accept all courses from the AS in Applied Health Sciences degree. Students must successfully complete the AS degree in Applied Health Sciences from BHSU prior to transferring to USD. Transferable general education coursework and other pre-nursing requirements will be accepted.
 - a. **General education credits from BHSU curriculum: 32**
 - b. **Foundational Course credits from BHSU curriculum: 24 - 30**
 - c. **Total USD BSN Credits: 58 - 64**
 - d. **Total Credits Required for BSN: 120**
- D. Once accepted into USD Nursing, students will complete the requirements for the Nursing (BSN) major and any other general education or free elective requirements that remain unsatisfied.
- E. Students must meet all Board of Regents policies and university graduation requirements at both institutions in order to receive a degree.

V. Additional requirements

To be eligible for application to many USD SHS programs, students transferring coursework from BHSU must meet specific admission criteria. Minimum GPA requirements and grade acceptance vary among programs.

VI. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved in this articulation agreement.

VII. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents.

VIII. 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 the University of South Dakota. Termination for any of these reasons is not a default by the University of South Dakota nor does it give rise to a claim against the University of South Dakota.

IX. Effective Date of Agreement:

This agreement applies to students who graduated from BHSU after fall 2014 or later with an AS in Applied Health Sciences degree.

For University of South Dakota:

Date: _____
Dr. Haifa AbouSamra
Dean, School of Health Sciences
University of South Dakota

Date: _____
Sheila K. Gestring
President
University of South Dakota

For Black Hills State University:

Date: _____
Greg Farley
Dean of College of Business and Natural Sciences
Black Hills State University

Date: _____
Dr. Laurie S. Nichols
President
Black Hills State University

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – I
DATE: December 9-10, 2020

SUBJECT

Agreements on Academic Cooperation – USD

CONTROLLING STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

Board of Regents Policy 5:3 requires board action on a range of items including “Affiliative agreements and other agreements that provide for joint sponsorship of educational programing for which credit shall be awarded.” To comply with this requirement, the University of South Dakota (USD) seeks approval to enter into an agreement on academic cooperation with University of Liège (ULiège), HEC-Management School, Belgium.

IMPACT AND RECOMMENDATION

Mutual opportunities for teaching exchange, such as seminars, special lectures, etc. will be considered and encouraged. Regarding student exchange, each institution agrees to accept and enroll up to 2 exchange students for one semester or one full academic year on a full-time basis. Exchange students will pay tuition fees at their home campus; students studying at USD will be responsible for the nominal International Student Fee. Students will be responsible for paying for their own housing, meals, travel and any other incidental costs. This agreement would be valid for a period of five years.

Board staff recommends approval.

ATTACHMENTS

Attachment I – Agreement on Academic Cooperation: USD & University of Liège (ULiège), HEC-Management School

DRAFT MOTION 20201209_5-I:

I move to approve the University of South Dakota’s agreement on academic cooperation with University of Liège (ULiège), HEC-Management School.



Memorandum of Agreement between
 Université de Liège, Belgium
 and
 University of South Dakota, United States
 Concerning student exchange

Université de Liège (ULiège),

Located Place du 20-août, 7

4000 Liège, Belgium

Represented by its Rector, Prof. Pierre WOLPER

And

University of South Dakota

Located 414 E Clark St

Vermillion, SD 57069 USA

Represented by its President, Sheila K. Gestring

Willing to strengthen scientific and pedagogical cooperation and to promote mutual knowledge, the University of Liège (ULiège), HEC-Management School and University of South Dakota agree to establish a student exchange programme

1. The purpose of the exchange is to facilitate the advancement of the shared goals of teaching and learning in the field of Business. Other fields might be eligible, upon availability and approval of both universities.
2. The mobility scheme is available for undergraduate as well as graduate full-time students.
3. Faculty exchange is also encouraged (Schedule 1).
4. The exchange will be in accordance with each institution's mission, academic regulations and practices.
5. Student exchanges will adhere to the following principles:

- 5.1 Each year, both institutions may exchange up to 2 full-time students for one semester or 1 for a full academic year.
- 5.2 Each institution (sending and hosting) will strive to maintain a balance, over the life of the agreement, in the number of students enrolled in the exchange.
- 5.3 Students must have successfully completed at least two years at bachelor level in order to be eligible for the exchange.
- 5.4 Students will demonstrate facility in the respective languages by passing a test supplied by or acceptable to the host university, if applicable.
- 5.5 The department head of the home institution will approve the proposed program of courses for each student, prior to leaving.
- 5.6 At ULiège, online applications for exchange students must be achieved through the website.
- 5.7 A transcript of grades will be provided based on assignments and examinations administered by the host institution.
- 5.8 The host institution determines the number of credits for each course of the programme. Both parties commit themselves to fully recognise the programme followed by the student abroad, duly signed in the learning agreement.
- 5.9 Students pay tuition fees at their home institution. Beyond that, the students will be responsible for financing their programs, unless financial aid is available in his/her home institution.
- 5.10 Students participating in the exchange must maintain full-time enrolment for the duration of the exchange. The host institution agrees to stay in contact with the students for the duration of the exchange. The enrolment and participation is ultimately the responsibility of the student; however, if the International Office of the host institution finds out that a student drops below full-time enrolment, withdraws from the program or otherwise fails to make satisfactory progress toward completion of course work, the International Office of the host institution will inform the home institution immediately. For these purposes, USD considers full-time enrolment as 12 U.S. credits, which may include both on-campus and distance delivery.
- 5.11 Students studying at USD will be responsible for the nominal International Student Fee.
- 5.12 Each student will be required to pay his or her travel costs.
- 5.13 The host institution will provide assistance in finding accommodation. The student will pay for the accommodation and all other living expenses.

- 5.14 Students will purchase at their own expense medical insurance, which conforms to requirements established by the host institution for other incoming international students.
- 5.15 Exchange students will enjoy the same academic rights and other privileges enjoyed by the students enrolled at the host institution.
- 5.16 Exchange students will be subject to the rules, regulations and disciplinary procedures of the host institution.
- 6. Mutual opportunities for teaching exchange, such as seminars, special lectures, etc. will be considered and encouraged.

Details of the implementation of any particular exchange arising from this agreement shall be negotiated between the two institutions as each case may arise and shall be set out in writing.

This Agreement shall be effective starting from the date of the last signature of the authorised signatories and shall continue for a period of five years. It may be subject to revisions, renewal, or cancellation at any time by mutual consent, without prejudice to students currently participating to the exchange programme. It may be renewed after evaluation.

The annual implementation of this agreement is subject to tuition funding being available and becomes effective upon completion of the signatures.

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the South Dakota Legislature for this purpose. If for any reason the Legislature fails to appropriate or grant expenditure authority or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated. Termination for any of these reasons is not a default nor does it give rise to a claim against either Party.

Made in two originals.

UNIVERSITY OF SOUTH DAKOTA

UNIVERSITÉ DE LIEGE

Pres. Sheila K. GESTRING
University President

Prof. Pierre WOLPER
Rector

Date:

Date:

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – J
DATE: December 9-10, 2020

SUBJECT

Inactive Status and Program Termination Requests – NSU & USD

CONTROLLING STATUTE, RULE, OR POLICY

[AAC Guideline 2.12](#) – Programs on Inactive Status

[AAC Guideline 2.13](#) – Program Termination

BACKGROUND / DISCUSSION

Northern State University has submitted a request asking that the following program be terminated (see Attachment I).

- Degree Program: BA in German (Terminate)
Justification: NSU is terminating the German major and students will be enrolled in the Global Language and Culture major program and the German minor.

The University of South Dakota has submitted a request asking that the following programs be inactivated (see Attachment I).

- Degree Program: BFA in Art Education (plus 6 specializations) (Inactivate)
Justification: Students with diverse artistic backgrounds and educational experiences enter this program. Consolidating the BFA in Art Education within the BFA in Art degree creates a common core of courses for all art majors from which students then have flexibility to choose to focus in studio art or art education, or both. We want to put the program on inactive status to have the opportunity to continue to assess the impact of this decision.
- Degree Program: Bachelor of Music in Music Performance, Bachelor of Music in Music Education, and Bachelor of Musical Arts in Musical Arts (Inactivate)
Justification: Consolidating the Bachelor of Music in Music Performance, Bachelor Music in Music Education, and Bachelor of Musical Arts in Musical Arts into a single

(Continued)

DRAFT MOTION 20201209_5-J:

I move to approve NSU's request to terminate the BA in German program; and USD's requests to inactivate the BFA in Art Education (plus 6 specializations), Bachelor of Music in Music Performance, Bachelor of Music in Music Education, Bachelor of Musical Arts in Musical Arts, and the Lakota Teaching Minor as presented in Attachments I and II.

major with 3 specializations creates a common core of courses for all music majors from which students then have flexibility to choose to focus on performance, education, or musical arts. As a result, we are inactivating these three programs to create a single program within the overarching BM program. We want to put the program on inactive status to have the opportunity to continue to assess the impact of this decision.

- Degree Program: Lakota Teaching Minor (Inactivate)
Justification: The College of Arts and Sciences no longer has a Lakota instructor, which directly affects three of the required courses in this minor. Further, there has been low enrollment in the minor, with only 1 current student. USD will work on collaborations or partnerships during the hiatus. Students who seek the Native American Language and Culture permit from the South Dakota Department of Education, may continue to do so through an evaluation by a tribal committee of experts. This permit does not require the completion of a minor and is not associated with certification.

IMPACT AND RECOMMENDATION

Board staff recommends approval.

ATTACHMENTS

Attachment I – NSU Program Termination Request

Attachment II – USD Program Inactivation 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:	NSU
DEGREE(S) AND PROGRAM:	BA German
CIP CODE:	160501
UNIVERSITY DEPARTMENT:	Languages, Literature, and Communication Studies
BANNER DEPARTMENT CODE:	NLAC
UNIVERSITY DIVISION:	College of Arts and 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.



President (or Designee) of the University

9/16/2020

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:

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:

Northern State University is terminating the German major and students will be enrolled in the Global Language and Culture major program and the German minor.

B. What is the plan for completion of the program by current students?

Northern State University will help the one student who is currently enrolled in the NSU German program complete their German major by having the student take German courses from NSU or other SDBOR institutions.

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)?

August 1, 2020

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.

- 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*)?**

August 1, 2020

- E. What is the last term or date (day/month/year) by which a student can graduate from the program?**

May 31, 2026

- F. What are the potential cost savings of terminating the program and what are the planned uses of the savings?**

The cost savings is to the state in the form of not duplicating low-enrolled language majors. The cost savings to NSU is that the faculty member dedicated to teaching in the low-enrolled German program can shift her energies to teaching new courses in the University's new Global Language and Culture major, which will draw new enrollments to the University.

- G. What are the resulting employee terminations and other possible implications including impact on other programs?**

Northern State University is not terminating any employees in response to the termination of this program. The German faculty member will teach German courses in support of the German minor and the certificates in Germans from Russia Studies and courses in support of the Global Language and Culture major.

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:	USD
DEGREE(S) AND PROGRAM:	BFA in Art Education (plus 6 specializations) Art Education-UBFA.AED; Ceramics- UBFA.AED-CER; Graphic Design- UBFA.AED-GDS; Painting- UBFA.AED-PAI; Photography- UBFA.AED-PHO; Printmaking- UBFA.AED-PRK; Sculpture- UBFA.AED-SCL
CIP CODE:	13.1302
UNIVERSITY DEPARTMENT:	Art
BANNER DEPARTMENT CODE:	UART
UNIVERSITY DIVISION:	College of Fine Arts
BANNER DIVISION CODE:	2F

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	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):

Certificate ☐ Specialization ☐ Minor ☐ Major ☒

3. The program action proposed is (place an "X" in the appropriate box):¹

Inactive Status ☒ Termination ☐

4. INACTIVE STATUS

A. Provide a justification for inactivating the program:

Students with diverse artistic backgrounds and educational experiences enter this program. Consolidating the BFA in Art Education within the BFA in Art degree creates a common core of courses for all art majors from which students then have flexibility to choose to focus in studio art or art education, or both. We want to put the program on inactive status to have the opportunity to continue to assess the impact of this decision.

B. If there are current students in the program, what are the implications of placing the program on inactive status?

Students will have two options: 1) complete the degree as is (students will have 6 years in which to do this); 2) Move into the version of this major as a specialization within the BFA in Art.

C. What is the last date (day/month/year) by which a student can graduate in the program:
 May 16, 2026 (Six years after last enroll by date)

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 7, 2021

¹ 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.



SOUTH DAKOTA BOARD OF REGENTS
ACADEMIC AFFAIRS FORMS
Program Termination or Placement on Inactive Status

UNIVERSITY:	USD
DEGREE(S) AND PROGRAM:	Bachelor of Music in Music Performance [UBM.MUP] AND Bachelor of Music in Music Education [UBM.MUE] AND Bachelor of Musical Arts in Musical Arts [UBMA.MUA]
CIP CODE:	50.0901/13.1310
UNIVERSITY DEPARTMENT:	Music
BANNER DEPARTMENT CODE:	UMUS
UNIVERSITY DIVISION:	College of Fine Arts
BANNER DIVISION CODE:	2F

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

 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):

Certificate ☐ Specialization ☐ Minor ☐ Major ☒

3. The program action proposed is (place an "X" in the appropriate box):¹

Inactive Status ☒ Termination ☐

See question 4

See questions 5 and 6

4. INACTIVE STATUS

A. Provide a justification for inactivating the program:

Students with diverse musical backgrounds and educational experiences enter these programs. Consolidating the Bachelor of Music in Music Performance, Bachelor Music in Music Education, and Bachelor of Musical Arts in Musical Arts into a single major with 3 specializations creates a common core of courses for all music majors from which students then have flexibility to choose to focus on performance, education, or musical arts. As a result, we are inactivating these three programs to create a single program within the overarching BM program. We want to put the program on inactive status to have the opportunity to continue to assess the impact of this decision.

B. If there are current students in the program, what are the implications of placing the program on inactive status?

Students will have two options: 1) complete the degree as is (students will have 6 years in which to do this); 2) Move into the combined major and choose a specialization within the Bachelor of Music degree.

C. What is the last date (day/month/year) by which a student can graduate in the program:

May 16, 2026 (Six years after last enroll by date)

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 7, 2021

¹ 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.



SOUTH DAKOTA BOARD OF REGENTS
ACADEMIC AFFAIRS FORMS
 Program Termination or
 Placement on Inactive Status

UNIVERSITY:	University of South Dakota
DEGREE(S) AND PROGRAM:	Lakota Teaching Minor [ULKL]
CIP CODE:	13.1310
UNIVERSITY DEPARTMENT:	Teaching Residency in Education
UNIVERSITY DIVISION:	School of Education [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.

President of the University	Date
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1. Program Degree Level:

Associate ☐ Bachelor's ☒ Master's ☐ Doctoral ☐

2. Category:¹

Certificate ☐ Specialization ☐ Minor ☒ Major ☐

3. The program action proposed is:²

Inactive Status ☒ Termination ☐
See question 4 *See questions 5 and 6*

4. INACTIVE STATUS

A. Provide a justification for inactivating the program: The College of Arts and Sciences no longer has a Lakota instructor, which directly affects three of the required courses in this minor. Further, there has been low enrollment in the minor, with only 1 current student. We will work on collaborations or partnerships during the hiatus. Students who seek the Native American Language and Culture permit from the South Dakota Department of Education, may continue to do so through an evaluation by a tribal committee of experts. This permit does not require the completion of a minor and is not associated with certification.

B. If there are current students in the program, what are the implications of placing the program on inactive status? There is currently one student in the program. He has completed all of the courses in the minor and will graduate in December 2020, so there are no implications for him in placing the program on inactive status.

C. What is the last date (day/month/year) by which a student can graduate in the program: December 2020.

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)? September 1, 2020

¹ Note: Certificates, specializations, and minors may only be terminated and not placed on inactive status due to limitations in Colleague.

² Note: An inactive program is a program a university has authority to offer, but the program is not admitting new students and has not formally terminated. A presumption exists that inactive status is a temporary status; universities review inactive programs periodically to determine the feasibility of reactivating or terminating the program. Programs can remain inactive for five (5) consecutive years at which time a university must terminate the program. A terminated program is a program for which a university ceases to have authority to offer. Reinstatement of a terminated program requires university and BOR approval through the prescribed new program approval processes.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – K
DATE: December 9-10, 2020

SUBJECT

COVID-19 Resolution Extension

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL Ch. 13-49](#)

[SD Const. Art. 14, §3](#)

BACKGROUND / DISCUSSION

The Board previously discussed and approved resolutions authorizing certain emergency exceptions/waivers of Board Policy to accommodate the necessary adjustments resulting from the COVID-19 pandemic, with the approval of the applicable Board committee, to allow the system and its institutions to address and accommodate the current pandemic in a timely manner without running afoul of Board Policy. At the Board's August 2020 meeting the foregoing authorization was extended to run through the Board's regularly scheduled December 2020 meeting. Given the fluid and unpredictable nature of the COVID-19 pandemic, and out of an abundance of caution, the system desires to extend the aforementioned authorization through the Board's regularly scheduled June 2021 meeting. The foregoing will provide maximum flexibility in the event the COVID-19 pandemic necessitates unanticipated action during the Spring semester which would otherwise conflict with established policy. Due to the continued extenuating circumstances, it is anticipated that exceptions will need to be extended, at minimum, for BOR Policy 4:10 (Tenure and Continuing Appointments) relating to the tenure review period.

IMPACT AND RECOMMENDATIONS

The proposed resolution would extend the granting of emergency exceptions/waivers to BOR Policy between now and the Board's regularly scheduled June 2021 meeting, with the approval of the applicable Board committee, to allow the system and its institutions to respond to and address unforeseen circumstances which could result from the COVID-19 pandemic this fall without running afoul of BOR Policy.

Staff recommends approval.

ATTACHMENTS

Attachment I – Proposed Resolution

DRAFT MOTION 20201209_5-K:

I move to approve the resolution set forth in Attachment I.

RESOLUTION

Resolution extending the prior grant of emergency exception(s) to and/or waiver(s) of Board of Regents Policy as necessary and appropriate to respond to the current COVID-19 pandemic.

WHEREAS, the Board approved a resolution at its April 1, 2020 meeting, declaring a State of Emergency and authorizing the grant of emergency exception(s) to and/or waiver(s) of Board of Regents Policy as necessary and appropriate to respond to the current COVID-19 pandemic (“April COVID-19 Resolution”); and

WHEREAS, the aforementioned emergency exception(s) to and/or waiver(s) of Board of Regents Policy extended through the Board’s regularly scheduled May 2020 meeting; and

WHEREAS, at the Board’s May 2020 meeting it extended certain provisions contained therein until the Board’s regularly scheduled August 2020 meeting; and

WHEREAS, at the Board’s August 2020 meeting it extended certain provisions contained therein until the Board’s regularly scheduled December 2020 meeting; and

WHEREAS, the Board now desires to extend certain provisions contained therein until the Board’s regularly scheduled June 2021 meeting; and

WHEREAS, in recognition of the foregoing, the Board does hereby:

1. Extend the authorization to temporarily grant emergency exceptions and/or waivers, as stated in the April COVID-19 Resolution, until the Board’s regularly scheduled June meeting, with any such grants of exceptions and/or waivers to be reported to the full Board at the next regularly scheduled meeting.
2. All other provisions of the April COVID-19 Resolution shall remain as stated therein.

Dated this 10th day of December 2020.

SOUTH DAKOTA BOARD OF REGENTS

By

John W. Bastian

President

Certification:

I have compared the foregoing with an action taken by the Board of Regents at a regular meeting of the Board on the 10th day of December, 2020, 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 10th day of December 2020.

SOUTH DAKOTA BOARD OF REGENTS

By  _____

Pam Roberts

Secretary

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – L
DATE: December 9-10, 2010

SUBJECT

Memorandum of Understanding – SDSU – Concrete Industry Management

CONTROLLING STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

South Dakota State University (SDSU) is requesting to enter into a Memorandum of Understanding (MOU) with the National Steering Committee (NSC) for Concrete Industry Management (CIM) and the North Central Region for Patrons Group (Patrons Group). This MOU outlines the expectations, commitments and agreements with respect to the formation of a new Concrete Industry Management program at SDSU.

Successful completion of the terms and agreements outlined within this MOU resulting in the creation of a CIM program, if ultimately approved by the South Dakota Board of Regents, would make SDSU the first Midwest venue to offer a CIM program. Other institutions currently offering a CIM degree program include Middle Tennessee State University, Murfreesboro; California State University, Chico; New Jersey Institute of Technology, Newark; and Texas State University, San Marcos.

IMPACT AND RECOMMENDATION

If approved, this MOU will be effective for a minimum of five years (which is considered the “start-up phase” needed to create a successful program).

Board staff recommends approval.

ATTACHMENTS

Attachment I – MOU: SDSU & Concrete Industry Management

DRAFT MOTION 20201209_5-L:

I move to approve the Memorandum of Understanding between South Dakota State University and the National Steering Committee for Concrete Industry Management and the North Central Region for Patrons Group, as presented.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the National Steering Committee ("NSC") for Concrete Industry Management ("CIM"), South Dakota State University (or the "University") and the North Central Region Patrons Group (the "Patrons Group") for the purpose of outlining expectations, commitments and agreements with respect to the formation of a new CIM Program at South Dakota State University. All parties acknowledge that barring unforeseen circumstances, these expectations, commitments and agreements are for a minimum of five-years (which is considered the "start-up phase" needed to create a successful program).

I. Parties

The University shall refer to the staff and personnel of South Dakota State University that shall administer and staff a new CIM Program to be established at South Dakota State University.

The National Steering Committee shall refer to the National Steering Committee of the Concrete Industry Management that acts as the governing body for CIM, ensuring that each CIM Program maintains certain curriculum requirements and a level of professionalism for the students of the University. The NSC also provides significant funding to each CIM Program to be used initially for start-up costs and eventually focused on the unique student-industry interaction which distinguishes the CIM Program.

The North Central Region Patrons Group refers to a group of concrete industry people in the region of the University which supports the University and the CIM Program.

II. Purpose

The NSC for CIM, the University and the Patrons Group (collectively, "the Parties") enter into this Memorandum of Understanding ("MOU") to establish the framework for the Parties to outline expectations, commitments and agreements with respect to the formation of a new CIM Program at the University.

III. Commitments of the Parties

The Parties have set forth below each of their respective commitments to the formation, funding and administration of a new CIM Program at the University:

A. University Commitments

- Establish the following CIM Program positions, and in consultation with the Patrons Group and NSC to hire and/or appoint:
 - A full-time CIM Program Director to oversee the CIM Program.
 - Necessary tenured, tenure track and adjunct professors/faculty time and effort to teach the required curriculum (with expected growth as the student count grows, using a target ratio of 1 faculty per 30 students, for the CIM Program.
 - Other full-time dedicated personnel such as a laboratory manager, and a recruiter.

The parties recognize that in addition to subject matter expertise (where appropriate), CIM Program personnel need the following key characteristics:

- An applied vs. theoretical perspective.
- The ability to work in a position with teaching/service combined.
- An extremely high energy level.
- Willingness to work extra hours.
- Willingness to go beyond the University's normal expectations.
- Strong interpersonal and relational skills to work with industry, University administration and students.
- Willingness to share the podium with industry people.
- Business perspective.
- Strong organizational skills.
- Willingness to travel to industry events.
- Willingness to mentor students beyond the norm.
- Provide appropriate facilities for the conduct of CIM Program classes and laboratory activities.
- Support CIM Program awareness within the University to reach undeclared students and those interested in changing majors.
- Follow the guidelines of CIM Program course content as determined by the NSC, including offering the CIM Program mandatory core courses and requiring a business or marketing minor.

- Commit to a definite path to a standalone major/degree in Concrete Industry Management within the first five years of the CIM Program, with a longer-term goal of increasingly autonomous status.
- The University will accept and participate in the NSC Accreditation process.
- Assist in providing for applied research opportunities in which the undergraduate CIM Program students can participate, including application for government grants.
- Allow for and support as appropriate CIM Program personnel and students to participate in NSC and industry activities, such as:
 - CIM Program Director will attend a minimum of three NSC meetings per year and will participate in the NSC Education and Auction Committees.
 - CIM Program Director, faculty and students will attend concrete industry events such as the conventions of NSC supporting organizations, the World of Concrete annual exposition and/or the CONEXPO-CON/AGG Show held every three years.
- Embrace the industry input and involvement which makes the CIM Program so successful.
- CIM Program funding from NSC & the Patrons Group will be segregated from University general funds.
- Funds provided by the NSC and the Patrons Group will be used solely for direct activities and/or resources needed by and used for the operation of the CIM program itself, and not for any secondary costs or fees which could be imposed on the program or the department by the university.
- Provide an annual accounting of the use of funds provided by NSC and the Patrons Group (due at the end of each academic year), as well as a 5-year strategic plan for the growth and development of the CIM Program.
- The University will assist the Patrons Group to host an NSC meeting every two-three years with financial support from the Patrons Group.
- The University administration from the Dean and above will be available to the NSC and the Patrons Group to discuss the progress of the CIM Program and work with these groups to make any needed adjustments as the CIM Program progresses. This includes participation in NSC and Patrons Group meetings.

B. Patrons Group Commitments

- Form a broad-based industry coalition that will become the North Central Region Patrons
- Form a 501(c)(3) structure
- Develop an administrative governing body, including officers and board of directors
- Develop a plan for funding the Patrons Group financial commitment to the CIM Program, including matching the NSC funding (at the level of \$100,000 for the first five years), and additional funds as determined by the Patrons Group for CIM programs, scholarships, etc.
- Provide internships to students during their time in the CIM Program.
- Provide additional in-kind support to assist in the CIM Program development, i.e., lab equipment, computer programs teaching aids etc.
- Develop state-wide industry network for communication and promotion of the CIM Program
- Provide ambassadors/speaker's bureau to assist in state-wide recruitment of students
- Develop links between state and local governments in support of the CIM Program
- Provide opportunities for students and/or faculty to participate in site visits to industry production facilities in all concrete-related segments, i.e., cement, ready mix, block, precast/pre-stressed, pipe, etc.
- Assist with Guest Lecturers - both local and recognized national industry figures.
- Have an active presence with the CIM Program Director and University Administration.
- Have an active and interactive presence with the CIM Program students, including mentoring/counseling.
- Patrons Group chairman to attend NSC meetings and participate in Education Committees
- Patrons Group designate will participate as a member of the NSC Auction Committee to aid in securing donated items as well as helping to publicize the auction to the North Central Region's industry.

C. NSC Commitments:

- Provide the University with access to all currently available CIM curriculum materials, the CIM name and hi-resolution electronic version of the CIM logo for use in program materials, advertising, etc.

- Fund the CIM Program at the level of \$100,000 per year for the first five years, contingent on the Patrons Group providing matching funds. After the initial five-year period, NSC will follow the Funding Formula & Criteria in place at that time, again with stipulation of matching funds from the Patrons Group.
- When available, NSC may provide additional monies for CIM Program student scholarships.
- Ongoing promotion to the concrete industry of the CIM Program throughout the national supporting organizations' membership base.
- Development and distribution of national program materials such as brochures, newsletters, web site, Annual Report, etc. that may also be used by individual program universities.
- Ongoing awareness of the CIM Program through article submissions to national trade media.
- Collaborative resource for the CIM Program Director through participation in NSC Education Committee.
- Collaborative resource to secure national governmental grants.
- Collaborative resource for industry research which can be conducted by one or more of the CIM Programs.
- Collaborative resource for publication of faculty research through a CIM Journal.
- National recruitment of incoming students through participation with booths in national guidance counselor events and other venues for recruitment.
- Ongoing process of surveying the industry to provide direction to CIM Program universities as to anticipated demand levels and CIM Program content/improvements.
- Provide commitment for reduced registration fees for national industry association events and programs. Provide networking and interview opportunities for students at these events.
- Coordinate CIM Program universities to maintain current contact information for all CIM alumni.
- Provide mentoring of students and faculty/CIM Program directors as needed.

IV. Term

This MOU, including any addendums attached hereto, and with an intended minimum commitment of five-years, is effective upon signature of all of the Parties and will remain in effect until superseded by any signed, mutual agreement of the Parties. Any party may terminate this MOU for cause (defined as an inability, voluntary or involuntary, of a party to perform its duties and meet its obligations to the CIM Program or to the other Parties to this Agreement) by providing 90 days written notice to all other Parties. However, prior to providing such notice, the terminating Party shall use its best efforts to consult with the other Parties to resolve any issues. Should termination of the MOU occur, the University and Patrons Group agree that they will discontinue using the CIM name (in full and abbreviated), logo and program materials and core course curricula at the end of the academic year in which termination occurs.

V. Amendments

The Parties to this MOU may from time to time amend this MOU in writing and such amendment, when executed by all Parties, shall be applicable to the CIM Program and the Parties.

VI. Contact Information

As soon as practicable after execution of this MOU, each Party will advise the other Parties of the name, title and contact information, including addresses, email addresses, telephone numbers and fax numbers, for the appropriate official(s) to contact for purposes of notices and exchanges of information. The Parties shall update such contact information as appropriate.

VII. Authority

Notwithstanding the commitments contained herein, the Parties understand that the CIM program contemplated herein will require approval by the South Dakota Board of Regents, as the governing board for the University.

Each Party to this MOU has requisite authority to enter into this MOU. In the event of any material change to its authority, a Party will provide written notification to the other parties within ten (10) business days of any such change.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding, inclusive of any addendums attached hereto, to be executed by their duly authorized officer, agent or representative on the dates set forth below to their respective names.

National Steering Committee ("NSC") for Concrete Industry Management ("CIM")

By: Eugene P. Martineau

Name: Eugene P. Martineau

Title: Executive Director

Date: November 4, 2020

By: Nicole R. Maher

Name: Nicole R. Maher

Title: Secretary/Treasurer

Date: November 4, 2020

South Dakota State University ("University")

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

North Central Region Patrons Group ("Patrons Group")

By: Thor Becken

Name: Thor Becken

Title: North Central Region Patrons Group - Chairman

Date: November 6, 2020

By: Art Thompson

Name: Art Thompson

Title: North Central Region Patrons Group - Steering Committee Chair

Date: November 6, 2020

Addendum 1.0

The following represent clarifying details related to items which exist within the main body of the Memorandum of Understanding, said details being specific to this agreement between the National Steering Committee for CIM, South Dakota State University and the North Central Region Patrons.

South Dakota State University agrees:

- To employ a full-time program director in the summer of 2021
- To employ a dedicated full-time student recruiter in the fall 2021
- To employ faculty for the CIM program predicted on a student/faculty ratio of 30/1
- The Dean of the College of Engineering and the Department Head of Construction & Operations Management will collaborate with the CIM National Steering Committee (NSC) Executive Director and the Chair of the NSC Education Committee to finalize the curriculum that includes implementing the nine core CIM courses and the CIM Internship.
- To partner with NCR and NSC to develop a strategy to encourage financial support of SDSU alumni through the SDSU Alumni Foundation
- To seek the necessary approvals within SDSU and from the South Dakota Board of Regents to establish the CIM program at SDSU with a target completion of April 2021

NSC & NCR together agree, contingent on the CIM program at SDSU being established by April 2021:

- To the initial disbursement of committed semi-annual funds of \$50,000 from NSC and \$50,000 from NRC in May 2021
- To a second disbursement of committed semi-annual funding of \$50,000 from NSC and \$50,000 from NRC in October 2021
- To provide matching funds from NSC and NRC of \$25,000 each for a total of \$50,000 for scholarships for new CIM majors in October 2021. Subsequent NSC and NCR scholarship funding will occur in October and May of each year for a commitment of \$100,000 annually
- The NCR patrons will assist the CIM program director in developing a student recruiting plan for SDSU. The NSC will coordinate the student recruitment plan among the NSC member companies and associations that are engaged in the north central region. The NSC Recruitment Committee will provide materials and resources to assist in implementing the student recruitment plan.

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 5 – M
DATE: December 9-10, 2020

SUBJECT

FY22 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 FY22 available M&R funding is \$15,000,000.

The HEFF allocation formula is based on replacement values, gross square footage for academic buildings and HEFF revenues, all weighted equally. ([March 2018 Board Minutes, Item 7-Z](#)) Attachment I provides the formula distribution for the FY22 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 FY22 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 20201209_5-M:

I move to approve the FY22 HEFF M&R projects as presented in Attachment II.

IMPACT AND RECOMMENDATIONS

The FY22 available funding is \$15,000,000.

Approval of the FY22 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 FY22 HEFF allocation

Attachment II – FY22 HEFF Maintenance and Repair projects requested by the institutions

FY22 HEFF M&R Allocation
November 2020

Line		BHSU	DSU	NSU	SDSM&T	SDSU	USD	SSOM	BHSU-RC	UC-SF	TOTAL
1	HEFF M&R Funding Available	\$15,000,000									
2	Gross Sq. Feet	6,397,029									
3	Replacement Value	\$1,821,508,698									
4	FY20 Total HEFF Revenues	\$26,156,244									
4	Academic Square Feet	512,125	336,626	604,674	591,481	2,212,670	1,859,693	91,895	58,795	129,070	6,397,029
5	Current FY Gross Square Feet										
	Disbursement Factor: (Line 4/Line2)*.34	2.72%	1.79%	3.21%	3.14%	11.76%	9.88%	0.49%	0.31%	0.69%	34.00%
6	Current FY Gross Square Feet Portioned M&R Funds										
	Line 5*Line 1	\$408,289	\$268,373	\$482,073	\$471,555	\$1,764,040	\$1,482,631	\$73,263	\$46,874	\$102,901	\$3,099,999
7	Academic Replacement Value	\$153,694,851	\$87,190,888	\$159,475,570	\$190,839,370	\$628,325,204	\$528,852,721	\$17,942,591	\$18,180,657	\$37,006,847	\$1,821,508,698
8	Current FY Institutional Replacement Value										
	Disbursement Factor: (Line 7/Line3)*.33	2.78%	1.58%	2.89%	3.46%	11.38%	9.58%	0.33%	0.33%	0.67%	33.00%
9	Current FY Replacement Value Portioned M&R Funds										
	Line 8 * Line 1	\$417,670	\$236,944	\$433,379	\$518,611	\$1,707,491	\$1,437,172	\$48,759	\$49,406	\$100,567	\$4,949,999
10	FY20 Total HEFF Revenues	\$2,243,951	\$2,259,725	\$1,575,152	\$2,148,379	\$9,251,629	\$7,302,418	\$576,021	\$427,038	\$371,931	\$26,156,244
11	Current FY Institutional Replacement Value										
	Disbursement Factor: (Line 7/Line3)*.33	2.83%	2.85%	1.99%	2.71%	11.67%	9.21%	0.73%	0.54%	0.47%	33.00%
12	Current FY Replacement Value Portioned M&R Funds										
	Line 8 * Line 1	\$424,662	\$427,647	\$298,093	\$406,575	\$1,750,846	\$1,381,963	\$109,010	\$80,816	\$70,387	\$4,949,999
13	Institutions M&R Allocation for FY22	\$1,250,621	\$932,964	\$1,213,545	\$1,396,741	\$5,222,377	\$4,301,766	\$231,032	\$177,096	\$273,855	\$14,999,997
	Line 6 + Line 9										
	Series 2011 M&R Bond	\$108,026	\$0	\$135,394	\$0	\$522,350	\$428,748	\$0	\$0	\$0	\$1,194,518
	Series 2020 M&R Bond	\$146,123	\$146,123	\$0	\$233,940	\$584,778	\$321,614	\$0	\$0	\$0	\$1,432,577
	5% Planning and Design	\$62,531	\$46,648	\$60,677	\$69,837	\$261,119	\$211,036	\$11,552	\$8,855	\$13,693	\$745,948
	Balance of HEFF Allocation for M&R Projects	\$933,941	\$740,193	\$1,017,474	\$1,092,964	\$3,854,130	\$3,340,368	\$219,480	\$168,241	\$260,162	\$11,626,954

FY22 HEFF Maintenance & Repair Projects

Project #	Building Name	Project Name	M&R Category	M&R Class	Cost Estimate
<u>Black Hills State University</u>					
6H2201		M&R Bond - 2011			\$108,026
6H2202		Planning & Design			\$62,531
6H2203		M&R Bond - 2020			\$146,123
6H22XX	Library Learning Center	Library Renovation	Building Integrity	Maintenance	\$933,941
				FY22 HEFF M&R Projects Total	\$1,250,621
<u>Black Hill State University - RC</u>					
6H2202		Planning & Design			\$8,855
6H22XX	BH-RC	Lighting modification	Energy & Utility Savings	Renovation	\$38,241
6H22XX	BH-RC	Temperature control upgrade	Building Integrity	Maintenance	\$50,000
6H22XX	BH-RC	Classroom Technology Upgrade	Programmatic Suitability	Maintenance	\$80,000
				FY22 HEFF M&R Projects Total	\$177,096
<u>Dakota State University</u>					
8H2202		Planning & Design			\$46,648
8H2203		M&R Bond - 2020			\$146,123
8H22XX	East Hall	East Hall Renovations	Programmatic Suitability	Renovation	\$700,000
8H22XX	Dakota Prairie Playhouse	Siding Repairs	Building Integrity	Repair	\$25,000
8H22XX	Campus wide	Classroom Improvements	Programmatic Suitability	Renovation	\$15,193
				FY22 HEFF M&R Projects Total	\$932,964
<u>Northern State University</u>					
5H2201		M&R Bond - 2011			\$135,394
5H2202		Planning & Design			\$60,677
5H22XX	Campus wide	Sectionalizing switches	Campus Infrastructure	Repair	\$325,000
5H22XX	Barnett Center	Replace Outside Entrance	Building Integrity	Repair	\$250,000
5H22XX	Beulah Williams Library	Roof Replacement	Building Integrity	Repair	\$200,000
5H22XX	Technology Center	Space Renovation	Programmatic Suitability	Alteration	\$242,474
				FY22 HEFF M&R Projects Total	\$1,213,545
<u>South Dakota School of Mines & Technology</u>					
4H2202		Planning & Design			\$69,837
4H2203	Devereaux Library	M&R Bond - 2020	Building Integrity	Renovation	\$233,940
4H22XX	Various	General HVAC	Campus Infrastructure	Maintenance	\$100,000
4H22XX	Various	Fire Life & Safety	Public Health, Safety, and Compliance	Maintenance	\$50,000
4H22XX	Various	Building Integrity	Building Integrity	Maintenance	\$40,000
4H22XX	Civil Mechanical	Civil Labs	Building Integrity	Renovation	\$100,000
4H22XX	Devereaux Library	Devereaux Library Renovation	Building Integrity	Renovation	\$500,000
4H22XX	Various	Utility Infrastructure	Campus Infrastructure	Maintenance	\$200,000
4H22XX	Facility Services	Roofs	Campus Infrastructure	Renovation	\$102,964
				FY22 HEFF M&R Projects Total	\$1,396,741

FY22 HEFF Maintenance & Repair Projects

Project #	Building Name	Project Name	M&R Category	M&R Class	Cost Estimate
<u>South Dakota State University</u>					
3H2201		M&R Bond - 2011			\$522,350
3H2202		Planning & Design			\$261,119
3H2203		M&R Bond - 2020			\$584,778
3H22XX	Campus	Facility Condition Assessment	Planning	Renovation	\$150,000
3H22XX	Campus	Masonry Repairs - (SBL, SNP, SPC)	Building Integrity	Repair	\$170,171
3H22XX	Campus	Interior Painting - (SAV, SDP, SNP, SWG)	Building Integrity	Repair	\$85,000
3H22XX	Campus	Matching Funds for Energy Conservation	Energy and Utility Savings	Renovation	\$70,000
3H22XX	Campus	Signage Replacement - (SDEH, SAV)	Public Health, Safety, and Compliance	Alteration	\$25,000
3H22XX	Campus	Replace Sidewalks, Entry Paving & Equipment Pads	Campus Infrastructure	Repair	\$140,000
3H22XX	Crothers Engineering Hall	Replace/Infill Overhead Doors	Building Integrity	Repair	\$38,000
3H22XX	Campus	Accessibility Improvements - (SOHO, SHF)	Public Health, Safety, and Compliance	Renovation	\$10,000
3H22XX	Campus	Utility Meter Replacements	Campus Infrastructure	Alteration	\$88,000
3H22XX	Campus	Steam Distribution System - Annual PPM	Campus Infrastructure	Maintenance	\$160,000
3H22XX	Campus	Key Card Access Installation - (SPC, SDP, SAE, SDS, Stor)	Public Health, Safety, and Compliance	Alteration	\$20,600
3H22XX	Campus	Emergency Roof Repairs - (SAE, SAV, SHF, SNP)	Building Integrity	Repair	\$50,000
3H22XX	Bailey Rotunda Hall	Renovate Restrooms; ADA Modifications	Public Health, Safety, and Compliance	Alteration	\$170,000
3H22XX	Berg Hall	Roof Replacement	Building Integrity	Repair	\$201,207
3H22XX	Briggs Library	Replace cooling tower & boilers connect to central utility	Energy and Utility Savings	Alteration	\$443,800
3H22XX	Chicoine AME	Exterior wall repairs	Building Integrity	Repair	\$16,500
3H22XX	Crothers Engineering Hall	Roof Replacement	Building Integrity	Repair	\$178,200
3H22XX	DePuy Hall	Repair Concrete Floor Structure	Building Integrity	Repair	\$32,000
3H22XX	DePuy Hall	Roof Structural Assessment	Building Integrity	Repair	\$30,000
3H22XX	Morrill Hall	Roof Replacement	Building Integrity	Repair	\$325,000
3H22XX	Old Horticulture	Exterior Painting	Building Integrity	Repair	\$20,000
3H22XX	Performing Arts Center	Replace Chiller	Energy and Utility Savings	Alteration	\$314,000
3H22XX	Stanley J. Marshal Center	Replace HVAC System & Ductwork	Building Integrity	Repair	\$132,000
3H22XX	Wecota Hall	Lower Level Renovations	Programmatic Suitability	Renovation	\$472,200
3H22XX	Wenona Hall	Exterior Cornice, Column, & Soffit Repairs	Building Integrity	Repair	\$82,000
3H22XX	Wintrose Student Center	Roof Drainage & Fascia Replacement	Building Integrity	Repair	\$30,000
3H22XX	Yeager Hall	Replace Domestic Water Piping	Building Integrity	Repair	\$100,452
3H22XX	Yeager Hall	Roof & Fascia Replacement	Building Integrity	Repair	\$300,000
				FY22 HEFF M&R Projects Total	\$5,222,377

FY22 HEFF Maintenance & Repair Projects

Project #	Building Name	Project Name	M&R Category	M&R Class	Cost Estimate
<u>University of South Dakota</u>					
2H2201		M&R Bond - 2011			\$428,748
2H2202		Planning & Design			\$211,036
2H2203		M&R Bond - 2020			\$321,614
2H22XX	Campus	Hazardous Materials Abatement (asbestos, lead paint)	Public Health, Safety & Compliance	Maintenance	\$125,000
2H22XX	Campus	Mechanical Repairs and Upgrades	Energy & Utility Savings	Maintenance	\$100,000
2H22XX	Campus	Electrical Repairs & Upgrades	Energy & Utility Savings	Maintenance	\$100,000
2H22XX	Campus	Roof Repairs	Building Integrity	Maintenance	\$40,000
2H22XX	Campus	Building Control Systems Maintenance & Replacement	Energy & Utility Savings	Maintenance	\$50,000
2H22XX	Campus	Painting and Flooring Repairs and Upgrades	Building Integrity	Maintenance	\$50,000
2H22XX	Campus	Sidewalk Safety And Accessibility Improvements / Repair	Energy & Utility Savings	Maintenance	\$55,000
2H22XX	Campus	Elevator Repairs	Public Health, Safety & Compliance	Maintenance	\$100,000
2H22XX	Campus	Academic Building Space Maintenance	Building Integrity	Maintenance	\$50,000
2H22XX	Campus	Electrical Infrastructure Replacement	Energy & Utility Savings	Maintenance	\$60,000
2H22XX	Campus	Campus Security Camera Install and Upgrades	Energy & Utility Savings	Renovation	\$50,000
2H22XX	Dakota Dome	Roof Replacement	Building Integrity	Maintenance	\$500,000
2H22XX	East Hall	Corridor Renovations	Building Integrity	Renovation	\$107,188
2H22XX	Fine Arts	North and West Outdoor Fence Replacement	Building Integrity	Renovation	\$160,000
2H22XX	South Dakota Union	Building Renovation	Building Integrity	Renovation	\$1,500,000
2H22XX	Fine Arts	Music wing Ceiling/Light upgrades	Energy & Utility Savings	Renovation	\$50,000
2H22XX	Continuing Ed	Chiller replacement	Energy & Utility Savings	Renovation	\$200,000
2H22XX	Slagle Hall	Lighting Upgrade	Energy & Utility Savings	Renovation	\$43,180
FY22 HEFF M&R Projects Total					\$4,301,766
<u>Sanford School of Medicine</u>					
2H2252		Planning & Design			\$11,552
2H225X	HSC	Sidewalk/Entrance Grade Pavement	Campus Infrastructure	Maintenance	\$100,000
2H225X	HSC	Chiller Upgrades	Energy and Utility Savings	Renovation	\$119,480
FY22 HEFF M&R Projects Total					\$231,032
<u>Community College for Sioux Falls</u>					
2H2262		Planning & Design			\$13,693
2H226X	CC1 & 2	Mechanical repair/upgrades	Building Integrity	Maintenance	\$38,424
2H226X	GEAR	Mechanical repair/upgrades	Building Integrity	Maintenance	\$40,000
2H226X	CC1 & 2	Safety & Security Upgrades	Public Health, Safety, and Compliance	Maintenance	\$48,000
2H226X	CC1 & 2	Roof & Exterior Repairs	Building Integrity	Maintenance	\$28,000
2H226X	GEAR	Roof & Exterior Repairs	Building Integrity	Maintenance	\$10,000
2H226X	CC1 & 2	Lighting upgrades	Energy and Utility Savings	Maintenance	\$50,738
2H226X	GEAR	Lighting upgrades	Energy and Utility Savings	Maintenance	\$10,000
2H226X	CC1 & 2	Painting & Finishing Upgrades	Building Integrity	Maintenance	\$25,000
2H226X	CC1 & 2	Electrical Upgrades	Energy and Utility Savings	Maintenance	\$10,000

FY22 HEFF Maintenance & Repair Projects

Project #	Building Name	Project Name	M&R Category	M&R Class	Cost Estimate
FY22 HEFF M&R Projects Total					\$273,855
Grand Total FY22 HEFF M&R Projects					\$14,999,997

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 5 – N
DATE: December 9-10, 2020

SUBJECT

FY22 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 FY22 2% M&R project total for the auxiliary system is estimated to be \$13.7 million. The campuses must expend two percent on average over a five-year period.

Approval of the FY22 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 20201209_5-N:

I move to approve the FY22 Auxiliary System M&R projects as presented in Attachment I.

FY22 Auxiliary System Maintenance & Repair Projects

Project #	Building Name	Project Name	M&R Class	Fund Source	Cost Estimate
<u>Black Hills State University</u>					
6X22XX	Wenona Cook Hall	Roof Replace	Repair	Room Revenue	\$200,000
6X22XX	Thomas Hall	Boiler/Domestic Water Replace	Renovation	Room Revenue	\$500,000
6X22XX	Student Union	Mechanical Upgrade	Renovation	General Activity Fee	\$150,000
FY22 Auxiliary M&R Projects Total					\$850,000
<u>Dakota State University</u>					
8X22XX	Emry Hall	Hydronic Pipe Insulation	Maintenance	RRR	\$30,000
8X22XX	Zimmermann	Air Conditioning	Renovation	RRR	\$1,000,000
8X22XX	Richardson Hall	Flooring Replacement	Alteration	RRR	\$50,000
FY22 Auxiliary M&R Projects Total					\$1,080,000
<u>Northern State University</u>					
5X22XX	McWelsh Hall	HVAC upgrade/DDC Controls	Renovation	Auxiliary M&R	\$150,000
5X22XX	McWelsh Hall	Window/Entrance replacement	Renovation	Auxiliary M&R	\$40,000
5X22XX	Various Buildings	Painting as needed	Maintenance	Auxiliary M&R	\$30,000
5X22XX	Kramer Hall	Upgrade BAS/ network engine	Maintenance	Auxiliary M&R	\$10,000
5X22XX	Kramer Hall	Security Cameras	Maintenance	Auxiliary M&R	\$12,000
5X22XX	McWelsh Hall	Security Cameras	Maintenance	Auxiliary M&R	\$12,000
5X22XX	Briscoe Hall	Security Cameras	Maintenance	Auxiliary M&R	\$12,000
5X22XX	Briscoe Hall	Replace Carpet	Maintenance	Auxiliary M&R	\$40,000
5X22XX	Briscoe Hall	Replace doors and hardware	Renovation	Auxiliary M&R	\$60,000
FY22 Auxiliary M&R Projects Total					\$366,000
<u>South Dakota School of Mines & Technology</u>					
4X22XX	Various	Residence Hall General Maintenance	Maintenance	Housing Fees/Revenues	\$95,000
4X22XX	Devereaux Library	Einstein's in Library (FF&E)	Renovation	Revenues	\$100,000
4X22XX	Surbeck Center	Surbeck General Maintenance	Maintenance	Housing Fees/Revenues	\$30,000
FY22 Auxiliary M&R Projects Total					\$225,000

FY22 Auxiliary System Maintenance & Repair Projects

Project #	Building Name	Project Name	M&R Class	Fund Source	Cost Estimate
<u>South Dakota State University</u>					
3X22XX	Meadows South	HVAC upgrade & Building Skin Replacement	Maintenance	Rent Revenue	\$3,100,000
3X22XX	Meadows South	Interior Refinishing	Repair	Rent Revenue	\$927,000
3X22XX	Residence Halls	Concrete replacement	Repair	Rent Revenue	\$103,000
3X22XX	Residence Halls	Emergency M&R Repairs	Repair	Rent Revenue	\$360,500
3X22XX	Pierson Hall	Building Renovations (Planning Project)	Renovation	Rent Revenue	\$385,000
3X22XX	Student Wellness Center	Restroom Repairs (Spine & Student Health)	Repair	RRR	\$69,300
3X22XX	Student Wellness Center	Day Locker Refurbish	Repair	RRR	\$40,400
3X22XX	Student Wellness Center	Sand Volleyball Court Addition	Renovation	RRR	\$28,000
3X22XX	Student Wellness Center	Remedial Roof Repairs	Repair	RRR	\$15,000
3X22XX	Student Wellness Center	Planning - Lower Level Locker Rooms Remodel	Renovation	RRR	\$50,000
3X22XX	University Student Union	Phase 02 renovation (plumbing, lighting, finishes)	Renovation	RRR	\$2,120,000
3X22XX	University Student Union	Makeup Air Unit - Replace Coils & Upgrade Controls	Alteration	RRR	\$273,000
3X22XX	University Student Union	Kitchen Exhaust Ductwork Modifications/Repairs	Repair	RRR	\$44,000
3X22XX	University Student Union	Air Handling Units 1 to 10 - Upgrade to Digital Controls	Alteration	RRR	\$378,000
3X22XX	University Student Union	Combine Heating & Cooling Piping Loops	Alteration	RRR	\$83,000
3X22XX	University Student Union	Kitchen Exhaust Ductwork Modifications/Repairs - Weary Will's	Repair	RRR	\$43,000
3X22XX	University Student Union	Replace Sanitary Sewer in SW Quadrant of Building	Repair	RRR	\$44,000
3X22XX	Campus	Crack Seal	Repair	Parking & Traffic Revenues	\$26,000
3X22XX	Campus	Mill & Overlay Parking Lot 163	Repair	Parking & Traffic Revenues	\$122,000
FY22 Auxiliary M&R Projects Total					\$8,211,200
<u>University of South Dakota</u>					
2X22XX	Campus	Planning & Design		RRR Fund	\$50,000
2X22XX	Campus	Mechanical and Electrical Upgrades & Repairs	Maintenance	RRR Fund	\$150,000
2X22XX	Beede/Mickelson Hall	Mechanical System Upgrade	Maintenance	RRR Fund	\$1,000,000
2X22XX	Richardson Hall	Interior Renovation Phases 3 & 4	Renovation	RRR Fund	\$1,450,000
2X22XX	Muenster	Paint Second Floor Spaces	Maintenance	RRR Fund	\$50,000
2X22XX	Wellness	Replace Metal Roof	Maintenance	RRR Fund	\$250,000
FY22 Auxiliary M&R Projects Total					\$2,950,000
Grand Total FY22 Auxiliary System M&R Projects					\$13,682,200

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 5 – O
DATE: December 9-10, 2020

SUBJECT

FY22 AES M&R Projects

CONTROLLING STATUTE, RULE, OR POLICY

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

[SDCL 38-20A-4](#)

[SDCL 38-20A-59](#)

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. The attached project list totals \$380,000. AES will supplement the pesticide funds with available local funds to ensure the projects can be accomplished. Funding sources will be identified when the project work orders are submitted.

Approval of the FY22 AES M&R projects will allow SDSU to begin project planning and completion in a timely manner.

ATTACHMENTS

Attachment I – FY22 AES M&R projects requested by SDSU

DRAFT MOTION 20201209_5-O:

I move to approve the AES M&R projects for FY22 as requested.

SOUTH DAKOTA STATE UNIVERSITY
AGRICULTURAL EXPERIMENT STATION (AES)
FY22 Maintenance & Repair Projects

Project		FY21 Pesticide Revenue Projection:		
(Activity #)	Building Name	Project Name	M&R Category ⁽¹⁾	M&R Class ⁽²⁾ Cost Estimate
3AE221	Central Feed Mill	Leg and Auger Repairs	Building Integrity	Repair \$200,000
3AE222	Cottonwood	Cow Barn Reroof, Residing, & Repairs	Building Integrity	Repair \$40,000
3AE223	Poultry Unit	Boiler Replacement	Building Integrity	Repair \$100,000
3AE224	Swine Unit	Air Handling System Repairs	Building Integrity	Repair \$40,000
FY22 M&R Projects Total				<u>\$380,000</u>

**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

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: 5 – P
DATE: December 9-10, 2020

SUBJECT

SDSU Football Stadium FY20 Financials

CONTROLLING STATUTE, RULE, OR POLICY

None

BACKGROUND/DISCUSSION

At the December 2013 Board of Regents meeting, the BOR approved the SDSU football stadium project and the authorizing legislation was approved in 2014. A provision within the approval was that SDSU had to provide the Board with annual updates of actual stadium performance compared to the pro forma submitted. In June 2019 the Board of Regents approved updates to the football stadium financial reporting requirements, which included the continuation of the SDSU stadium financial report being submitted annually to the full Board as an informational item.

The stadium's fiscal year 2020 actual financial performance, as well as projections for future years are included in Attachment I.

As of June 30th 2020, the stadium fund had a cash balance of \$26k, the stadium M&R fund had a cash balance of \$716k, and the Stadium Debt Service Reserve had a cash balance of \$2.4M.

In terms of changes in revenues, total revenues decreased by \$125k or 3.8% compared to budget. These decreases were primarily the result of lower ticket revenues from "Demand Game" ticket sales of \$113k and decreases in "Other" ticket sales revenue of \$97k. However, some of these deficits were offset by increases in Premium Seating lease revenues of \$61k and additional interest revenue of \$41k.

In FY20, Operating expenses increased by \$37k compared to budget. These increases were the result of increases in Gameday costs. In addition, in accordance with the updated financial projections \$448k was transferred into the Stadium M&R fund.

(Continued)

INFORMATIONAL ITEM

IMPACT AND RECOMMENDATIONS

The actual FY20 SDSU stadium financials show less revenue and higher expenditures compared to the FY20 budget, however the debt service coverage ratio is above 1.00. SDSU is projecting a higher debt service coverage ratio moving forward.

ATTACHMENTS

Attachment I – SDSU Football Stadium Financial Information

SDSU Football Stadium Historical and Projected Financial Update(in \$000's)

Ref		Actuals					Projected					
		FY17	FY18	FY19	FY20	FY20	FY21	FY22	FY23	FY24	FY25	FY26
	OPERATING REVENUES											
1	Ticket Sales - SDSU Football	\$447	\$489	\$322	\$474	\$541	\$541	\$541	\$581	\$581	\$581	\$621
2	Ticket Sales - SDSU Football (Sixth Game)	\$141	\$107	\$140	\$115	\$116	\$116	\$116	\$124	\$124	\$124	\$133
3	Ticket Sales SDSU Football- Demand Games	\$712	\$832	\$571	\$761	\$874	\$810	\$917	\$850	\$963	\$893	\$1,011
4	Facility Fee (\$2/ticket sold)	\$83	\$105	\$65	\$75	\$105	\$105	\$105	\$105	\$105	\$105	\$105
5	Premium Seating Leases	\$2,169	\$1,883	\$2,043	\$1,986	\$1,925	\$1,964	\$2,003	\$2,043	\$2,084	\$2,125	\$2,168
6	Premium Seating Stadium Gifts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7	Advertising & Sponsorship	\$0	\$268	\$515	\$283	\$283	\$292	\$300	\$310	\$319	\$328	\$338
7a	Interest Revenue	\$201	\$31	\$20	\$54	\$13	\$13	\$0	\$0	\$0	\$0	\$0
8	Ticket Sales - Other Events	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9	Gross Concessions	\$217	\$98	\$65	\$108	\$108	\$113	\$119	\$125	\$131	\$138	\$145
10	Net Catering	\$44	\$45	\$45	\$38	\$50	\$52	\$55	\$57	\$60	\$63	\$66
11	Net Novelties	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
12	Gross Game Day Parking	\$29	\$30	\$29	\$31	\$32	\$33	\$34	\$35	\$36	\$37	\$38
13	Other Revenue	\$47	\$40	\$56	\$53	\$58	\$61	\$64	\$67	\$70	\$74	\$77
14	Total Revenue	\$4,090	\$3,928	\$3,871	\$3,978	\$4,104	\$4,098	\$4,253	\$4,297	\$4,474	\$4,468	\$4,703
15												
16												
17	Existing Football Ticket Sales	(\$649)	(\$662)	(\$675)	(\$689)	(\$689)	(\$702)	(\$717)	(\$731)	(\$745)	(\$760)	(\$776)
18	Existing Football Concessions	(\$40)	(\$41)	(\$42)	(\$42)	(\$42)	(\$43)	(\$44)	(\$45)	(\$46)	(\$47)	(\$48)
19	Existing Football Event Parking	(\$38)	(\$39)	(\$40)	(\$40)	(\$40)	(\$41)	(\$42)	(\$43)	(\$44)	(\$45)	(\$45)
19a	Additional Transfer to Athletic Operations	(\$280)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
20	TOTAL REVENUES	\$3,083	\$3,186	\$3,114	\$3,207	\$3,332	\$3,311	\$3,451	\$3,478	\$3,638	\$3,617	\$3,834
21												
22	OPERATING EXPENDITURES											
23	Salary - Permanent Staff	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
24	Benefits - Permanent Staff	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25	General & Administrative	\$29	\$110	\$106	\$109	\$112	\$113	\$114	\$116	\$117	\$118	\$119
26	Utilities	\$48	\$58	\$72	\$64	\$62	\$63	\$65	\$67	\$69	\$71	\$73
27	Annual Facility Operating Costs	\$19	\$20	\$36	\$25	\$21	\$22	\$23	\$23	\$24	\$25	\$25
28	Event Insurance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
29	Advertising	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
30	Miscellaneous	\$23	\$28	\$32	\$11	\$29	\$29	\$29	\$29	\$30	\$30	\$30
31	Gameday Expenses	\$57	\$64	\$78	\$118	\$68	\$70	\$72	\$74	\$76	\$79	\$81
32	Insurance/Service Fee (3% Bldg Authority)	\$78	\$78	\$78	\$78	\$77	\$77	\$77	\$77	\$77	\$77	\$77
33	Total Operating Expenses	\$254	\$358	\$402	\$405	\$368	\$374	\$380	\$387	\$393	\$400	\$406
34												
35												
36												
37	Facility Related Expenses and Transfers											
38	Annual Debt Service	\$2,514	\$2,510	\$2,510	\$2,510	\$2,511	\$2,513	\$2,514	\$2,511	\$2,512	\$2,514	\$2,514
39	Stadium Capital Expenditures	\$142	\$244	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
41	M&R Contribution	\$0	\$0	\$287	\$448	\$448	\$609	\$777	\$793	\$809	\$825	\$858
42	M&R Additional Contribution	\$0	\$0	\$0	\$0	\$200	\$200	\$210	\$0	\$0	\$0	\$0
43	Additional Debt Service Reserve	\$0	\$0	\$0	\$54	\$0	\$0	\$0	\$0	\$0	\$0	\$0
44	Total Facility Related Expenses	\$2,656	\$2,754	\$2,797	\$3,012	\$3,159	\$3,322	\$3,501	\$3,304	\$3,321	\$3,339	\$3,372
40	Transfer from Debt Service Reserve	\$0	\$0	(\$267)	\$0	(\$200)	(\$385)	(\$440)	(\$230)	(\$80)	(\$130)	\$0
45	TOTAL EXPENDITURES	\$2,910	\$3,112	\$2,932	\$3,417	\$3,327	\$3,311	\$3,441	\$3,461	\$3,634	\$3,609	\$3,778
46	Total Revenue / Expenditures net	\$173	\$74	\$182	(\$210)	\$5	\$0	\$9	\$17	\$4	\$8	\$56
47	Ending Cash Balance	\$173	\$247	\$382	\$73	\$387	\$387	\$396	\$414	\$418	\$426	\$482
48	Debt Service Coverage Ratio	1.13	1.13	1.08	1.12	1.18	1.17	1.22	1.23	1.29	1.28	1.36

Original Notes (and assumptions)

Ref

- 1 \$25 ticket with no volume increase from FY18, but price increases of \$2 after years 3,6, and 9 (similar assumptions to original pro forma)
- 2 \$25 ticket with no volume increase from FY18, but price increases of \$2 after years 3,6, and 9 (similar assumptions to original pro forma)
- 3 5% total growth (for either price or volume) from FY17 & FY18 actuals depending on opponent for 2nd demand game (USD or NDSU)
- 4 Flat with FY18
- 5 2% annual growth
- 6 Stadium gifts were not needed as annual debt service was lower than expected due to favorable interest rates
- 7 2-3% annual increase (similar assumption to original pro forma)
- 7a FY17 & FY18 were interest from bond proceeds during construction, FY19 forward is interest from Debt Service Reserve Balance
- 8 This revenue has been rolled into other revenue
- 9 5% annual growth on actuals (similar to original pro forma), spike in FY17 was due to concert
- 10 5% annual growth on actuals (similar to original pro forma)
- 11 This revenue has been rolled into other revenue
- 12 3% annual growth on FY18 actuals
- 13 Rentals (club room,...), as well as any other revenue. In FY18 Student Affairs will begin renting kitchen space permanently.
- 13a As the debt service reserve is reduced, some dollars will be transferred to fund M&R requirement
- 17-19 Matches original pro forma commitment to football operations
- 23-24 No additional staff dedicated to the stadium
- 25 Includes custodial and other general expenses, inflated at 1% annually
- 26-27 3% annual inflation from FY18 actuals
- 30 1% annual inflation from FY18 actuals
- 31 3% annual inflation from FY18 actuals
- 32 SDBA 3% of Debt Service
- 38a One-time stadium technology upgrade in FY17 and West Tower improvement in FY 18 funded with M&R Reserve Dollars
Effective FY 2019, no M&R Reserve dollars will be used for Stadium capital improvement projects.
- 39 M&R plan to increase annual M&R to \$858k at FY26
- 39a Additional M&R transfer
- 42 Line 20 minus Line 41
- 45 (Line 20 minus line 33) divided by Line 38
- 47 Ending cash will be \$47k less than beginning cash plus net revenue because of payables, receivables, and adjustments in unearned revenue.

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

Consent

AGENDA ITEM: 5 – Q

DATE: December 9-10, 2020

SUBJECT

City of Sioux Falls Easement Resolution (SDSD)

CONTROLLING STATUTE, RULE, OR POLICY

SDCL [5-2-10](#) & [5-2-11](#).

BACKGROUND / DISCUSSION

The City of Sioux Falls is seeking a right-of-way easement for public right of way, drainage, and utility easement to install, repair, maintain, alter, and operate a street/highway (including curb and gutter, sidewalks, street lights, stop lights, signs and other facilities or structures associated with the operation and maintenance of the street/highway), as further described in Exhibit I to Attachment I. This easement and right-of-way will be constructed across real property owned by the South Dakota School for the Deaf (SDSD) to add a southbound turning lane at the intersection of W. 38th Street and Shirley Avenue. In addition to the permanent easement, a temporary easement comprising a slightly larger area will also be needed to facilitate the necessary construction/staging. The easement(s) will not interfere with the SDSD's use of the property, as both the permanent and temporary easement areas are located on a sliver of property that is not adjacent to the building or parking lot, and currently comprises the boulevard along W. 38th Street, to the east of the parking lot.

IMPACT AND RECOMMENDATION

The SDSD requests that the Board of Regents adopt the Resolution set forth in Attachment I requesting the grant of the permanent and temporary easements to the City of Sioux Falls for public right of way, drainage, and utility easement to install, repair, maintain, alter, and operate a street/highway (including curb and gutter, sidewalks, street lights, stop lights, signs and other facilities or structures associated with the operation and maintenance of the street/highway, as further described in Exhibit I to Attachment I. The \$4,000 payment provided via Exhibit II to Attachment I will be deposited in the SDSD trust fund in accordance with the provision of SDCL 5-2-11 and Art. VIII of the SD Constitution.

Staff recommends approval.

(Continued)

DRAFT MOTION 20201209_5-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 easements as stated therein.

ATTACHMENTS

Attachment I – Resolution Requesting the Grant of a Permanent and Temporary Easements
to the City of Sioux Falls

Attachment I, Exhibit I – Draft Permanent Easement to the City of Sioux Falls

Attachment I, Exhibit II – Draft Temporary Easement to the City of Sioux Falls

RESOLUTION

Resolution requesting the grant of a permanent and temporary easements through, under, in, on and across portions of land occupied by South Dakota School for the Deaf for the use and benefit of the City of Sioux Falls.

The South Dakota Board of Regents (hereinafter referred to as “Grantor”), on behalf of the South Dakota School for the Deaf, in consideration of one dollar (\$1) and other good and valuable consideration, and pursuant to the authority vested in Grantor under SDCL § 5-2-11, hereby requests the Commissioner of School and Public Lands (“Commissioner”) to draw up all necessary documents and to forward them to the Governor and request their execution in order to grant to the City of Sioux Falls, an easement for public right of way, drainage, and utility easement to install, repair, maintain, alter, and operate a street/highway (including curb and gutter, sidewalks, street lights, stop lights, signs and other facilities or structures associated with the operation and maintenance of the street/highway), as further described in Exhibit I, through, under, in, on and across the following legally described real estate within Minnehaha County:

Lot 1A in Tract 1A of Menard’s Addition to the City of Sioux Falls, Minnehaha County, South Dakota, as reflected in Exhibit A to Exhibit I, a copy of which is attached hereto and incorporated herein.

Grantor further requests the Commissioner draw up all necessary documents and forward them to the Governor and request their execution in order to grant to the City of Sioux Falls, a temporary easement to provide the necessary access to facilitate the construction of the intended public right of way, drainage and utilities associated with the aforementioned easement, as further described in Exhibit II. Grantor requests that any grant of easement be consistent with, or responsive to, the issues identified in the draft easement documents attached hereto as Exhibit I and Exhibit II, without restricting the ability of the parties to further revise and finalize the details of the final document(s).

Grantor requests that any grant of easement provides that Grantor shall not be liable for any personal injury, property damage, or other liability to Grantee, its agents, employees, invitees, or to any other party caused by or related to Grantee’s use of the premises, irrespective of how such injury or damage may be caused, whether by action of the elements or acts of negligence of Grantee or any other party, and that Grantee further agree to reimburse Grantor for any judgment against it arising from Grantee’s use of the property.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.)**

Dated this ____ day of December, 2020.

SOUTH DAKOTA BOARD OF REGENTS

By _____

John W. Bastian

President

Certification:

I have compared the foregoing with an action taken by the Board of Regents at a regular meeting of the Board on the ____ day of December, 2020, 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, 2020.

SOUTH DAKOTA BOARD OF REGENTS

By _____

Pam Roberts

Secretary

**This document prepared by:
Office of School and Public Lands
(605)773-3303
500 East Capitol Avenue
Pierre, South Dakota 57501-5070**

**STATE OF SOUTH DAKOTA
PERMANENT PUBLIC RIGHT OF WAY, DRAINAGE
AND UTILITY EASEMENT**

THIS EASEMENT is made and entered by and between the State of South Dakota acting through its Governor and Commissioner of School and Public Lands on behalf of the South Dakota Board of Regents, 500 East Capitol, Pierre, South Dakota, 57501 [the "State"] and between the City of Sioux Falls, 224 West 9th Street, Sioux Falls, SD 57104 [the "City"].

WHEREAS the City is desirous of acquiring a permanent easement for the purpose of public right of way, drainage and utilities, and associated structures and facilities above and below the surface of the proposed easement area upon land belonging to the State, and the State is desirous of cooperating with the City for said easement.

NOW THEREFORE THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. For and in consideration of the sum of One dollar (\$1.00), the receipt of which is hereby acknowledged and other valuable consideration set forth in this Easement, the State hereby grants and conveys to the City an exclusive permanent public right of way, drainage, and utility easement for the following described purposes: the right to install, repair, maintain, alter, and operate a street/highway (including curb and gutter, sidewalks, street lights, stop lights, signs and other facilities or structures associated with the operation and maintenance of the street/highway as deemed necessary by the City Engineer), drainage, (including natural drainage and municipal stormwater facilities), and utilities (including water, sanitary sewer and other utilities) through, under and across the following legally described real estate within the County of Minnehaha, State of South Dakota (the "Easement Area"):

**Lot 1A in Tract 1A of Menard's Addition to the City of Sioux Falls,
Minnehaha County, South Dakota.**

2. The Parties acknowledge that the City may issue permits to third party utilities operating within the Easement Area as prescribed by city ordinance(s). Any such permit(s) shall be subservient to this easement.

3. The City agrees that any City construction will not interfere unnecessarily with the State's use of its adjoining property and will not endanger or injure any improvements thereon and, that City will not issue permits granting others the right to interfere with the State's use of its adjoining property or endanger or injure any improvements thereon. The State reserves the right to utilize the Property for all purposes not inconsistent with the easement rights herein conveyed. The State and / or the City may enter upon the above described property for the purposes of effectuating the grant of and reserved rights in this easement.

4. The City further agrees, at no cost to the State, to be responsible for the operation, repair, maintenance, replacement, or removal of the street/highway(s), drainage, water, sanitary sewers, and other utilities or structures installed by the City and for the operation and maintenance of street/highway improvements completed by the State's tenants in accordance with City Engineering Design Standards.

5. The City further understands and agrees, that to the extent provided by South Dakota law it shall be liable for all damages caused by the construction, operation, maintenance, enlargement, upgrade, repair, alteration, removal or replacement of the street/highway(s), drainage, water, sanitary sewers, and other utilities or structures installed by the city and damages associated with the City's operation and maintenance of the street/highway improvements when completed by the State's tenants in accordance with City Engineering Standards and the City agrees to indemnify, defend, and hold the State harmless for the same. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City. The City may require contractors and permittees, to defend, indemnify and hold the city whole and harmless from costs, liabilities, and claims for damages of any kind arising out of the construction, presence, installation, maintenance, repair or 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 City's sovereign immunity.

6. The City further understands and agrees that the State has and retains the right to lease, sell or otherwise convey the Easement Area, or any part thereof, provided, however, that this Easement shall remain in full force and effect until the expiration of the term hereof notwithstanding such lease, sale or conveyance. In addition, the above-described easement is subject to a reservation of further easements and rights-of way for irrigation ditches and

canals, as provided by South Dakota Codified Laws 5-4-2, so long as they do not infringe upon the rights granted hereunder. The State agrees to notify and receive approval from the City of any additional easements and rights-of-way granted in the exclusive Easement Area. This Easement is also subject to a reservation of rights relating to deposits of coal, ores, metal and other minerals, asphaltum, oil, gas and like substances provided South Dakota Constitution Art. VIII, §19, South Dakota Codified Laws 5-7-3 to 5-7-6, inclusive and South Dakota Codified Laws 5-2-12, and in any law of the State of South Dakota reserving any rights of any kind in said State or any of its departments, institutions, subdivisions, funds or accounts.

7. In consideration of this Easement, the City will not impose special assessments on the State to pay for connection costs to City utilities that may be associated with the development of the above described easement area. Nothing in this Permanent Easement forecloses the City and State from entering into a negotiated Agreement to address the costs incurred by the City in installing street, sidewalk, and city utility improvements. Notwithstanding Paragraph 4 above, the State or its tenants will be responsible for upkeep, such as snow removal, on the sidewalk and in areas designated for use as tenant parking. Nothing in this Agreement forecloses the City from charging State's tenants for applicable fees associated with development, including fees for sanitary sewer, stormwater/drainage, water, or streets, as well as applicable maintenance or usage fees to the extent such payments are required by the Sioux Falls City Council. The State agrees not to claim exemptions to such fees on behalf of its tenants (other than tenants who are agencies or offices of the State itself).

8. The land herein described is to be used for public right-of-way, drainage, and utilities as provided above and no other purpose whatsoever, and that should the above described real property interest granted by this Easement cease to be used for public right of way, drainage, or utility purposes for two consecutive years, this Easement reverts to the State or its successor and assigns.

9. This agreement and attachments shall constitute the entire agreement between the State and the City. This agreement supersedes any other written or oral agreements between the State and the City. This agreement can be modified only in writing and signed by the State and the City or their respective heirs, representatives, executors, administrators, successors and assigns.

10. This easement shall be binding upon the heirs, executors, administrators, assigns, and successors in interest of the parties hereto.

11. This Easement is governed by and shall be construed in accordance with the laws of the State of South Dakota.

12. This Easement shall be binding upon the heirs, executors, administrators, assigns and successors in interest of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Easement on this ____ day of _____, 2020.

STATE OF SOUTH DAKOTA

BY: _____
Kristi Noem
 Governor

ATTEST:

Ryan Brunner
 Commissioner of School and Public Lands

CITY OF SIOUX FALLS

BY: _____
Paul TenHaken
 Mayor

ATTEST:

 City Clerk

ACKNOWLEDGMENTS

STATE OF SOUTH DAKOTA)
) ss
 COUNTY OF HUGHES)

On this ____ day of _____, 2020, before me the undersigned Notary Public within aforesaid County and State, personally appeared _____, Governor, known to me to be the person described herein who executed the within and forgoing instrument for the purposes therein contained and acknowledged to me that he executed the same.

Notary Seal

Notary Public

Commission Expires

STATE OF SOUTH DAKOTA)
) ss
COUNTY OF HUGHES)

On this ____ day of _____, 2020, before me the undersigned Notary Public within aforesaid County and State, personally appeared _____, Commissioner of South Dakota School and Public Lands, known to me to be the person described herein who executed the within and forgoing instrument for the purposes therein contained and acknowledged to me that he executed the same.

Notary Seal

Notary Public

Commission Expires

STATE OF SOUTH DAKOTA)
) ss
COUNTY OF MINNEHAHA)

On this ____ day of _____, 2020, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the Mayor of the City of Sioux Falls, and that he, as Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City by himself/herself as Mayor.

Notary Seal

Notary Public

Commission Expires

[illegible]

On this ____ day of _____, 2020, before me the undersigned Notary Public within aforesaid County and State, personally appeared _____, known to me to be the person described herein who executed the within and forgoing instrument for the purposes therein contained and acknowledged to me that he executed the same.

Notary Seal

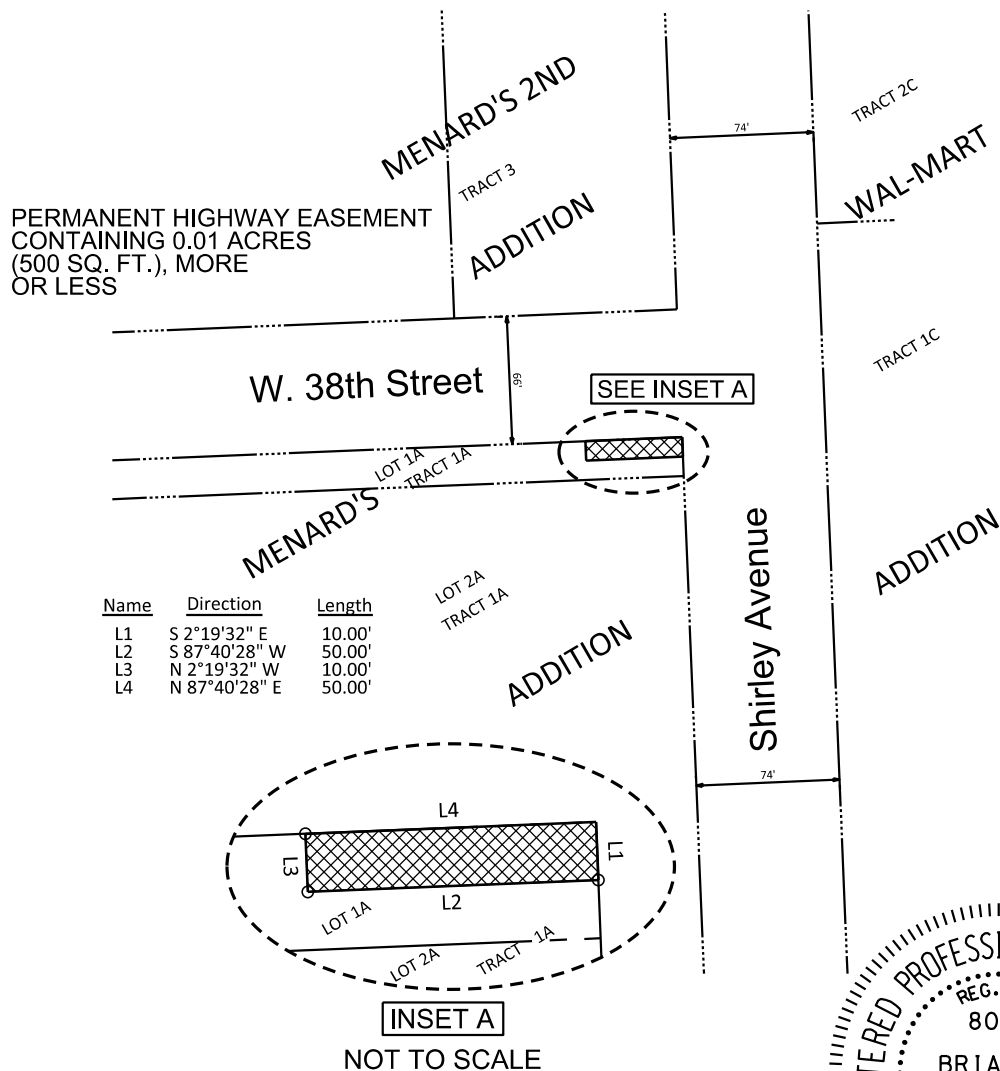
Notary Public

Commission Expires

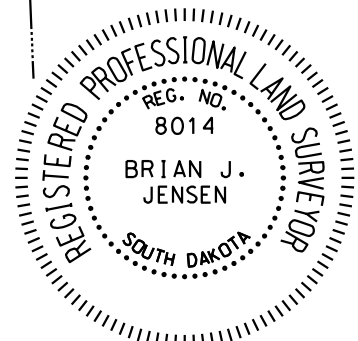
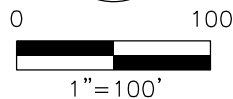
Parcel 60

EXHIBIT A

PERMANENT HIGHWAY EASEMENT IN LOT 1A IN TRACT 1A OF
MENARD'S ADDITION TO THE CITY OF SIOUX FALLS,
MINNEHAHA COUNTY, SOUTH DAKOTA

**LEGEND**

- () - RECORD DATA GROUND DIST.
 ● - FOUND 5/8" REBAR (UNLESS AS NOTED)
 CIP - CAPPED IRON PIN
 IP - IRON PIN
 ■■■■■ PERMANENT EASEMENT



41st STREET
 PERMANENT HIGHWAY EASEMENT EXHIBIT

05NF P 1400(16)

PROJECT #
10121809
 DRAWN BY
BJJ
 CHECKED BY
DJS

DATE
12/18/2019
 FIGURE
EXHIBIT A

SFRW-69 (08-19)

TEMPORARY EASEMENT AGREEMENT

Project No. P 8050(81) PCN No. 06XY Parcel No. 60
 County Minnehaha

This Agreement for temporary easement rights is entered into by the undersigned, referred to in this Agreement as the GRANTOR, and the **CITY OF SIOUX FALLS**, acting by and through its **Mayor**, referred to in this Agreement as the **CITY**.

BACKGROUND:

1. The **CITY** contemplates the construction, operation, and maintenance of highway facilities on the above described project as provided for by law; and,
2. A portion of the temporary easement necessary for the proper completion of these highway facilities, as designated by plans on file with the **CITY**, is located over and across the real property owned by the GRANTOR, and described as follows:

Lot 1A in Tract 1A of Menard's Addition to the City of Sioux Falls, Minnehaha County, South Dakota.

SFRW-69 (08-19)

THE CITY AND THE GRANTOR AGREE AS FOLLOWS:

1. The GRANTOR grants to the CITY and the CITY'S agents and assigns a temporary easement to enter upon and to use the designated area for construction activities related to the project including but not limited to detour, cutslope, fillslope, temporary utility facilities, and drainage channel purposes, upon approval of this Agreement, with the understanding this permission for entry will terminate one (1) year after the construction of the project has been completed. The temporary easement area is estimated to be:

500	acres/sq. ft. at \$	1.54	per acre/sq. ft.
_____	acres/sq. ft. at \$	_____	per acre/sq. ft.
_____	acres/sq. ft. at \$	_____	per acre/sq. ft.
_____	acres/sq. ft. at \$	_____	per acre/sq. ft.
2. The GRANTOR understands and agrees the CITY may use any additional easement area necessary for the proper completion of the project and will compensate the GRANTOR at the rate stated in paragraph 1 above. The CITY will measure the additional easement area and will pay for the additional easement area separately. The CITY will slope and grade the easement area used as smooth as practicable and will leave the easement area in a neat and workmanlike manner.
3. The easement area does ☐ does not ☒ contain existing fence. If the easement area does contain existing fence, the following conditions apply:
 - A. The GRANTOR may clear existing fence before it is cleared by the CITY. Any fence existing within the temporary easement area will become the property of and will be disposed of by the CITY or the CITY'S agents or assigns if not salvaged by the GRANTOR prior to being cleared by the CITY. The CITY will not be responsible for retention of livestock if the GRANTOR salvages the fence. The CITY'S contractor will provide a temporary fence, where necessary, to retain livestock if the CITY clears the existing fence. Such temporary fence remains the property of and may be removed by the CITY'S contractor.
 - B. The CITY will ☐ will not ☐ replace existing fence removed by the CITY. Any replacement fence will consist of the following type of fence that conforms as nearly as possible to the existing fence:
 - ☐ Permanent type _____ fence upon completion of construction;
 - ☐ Temporary type _____ fence during construction;
 - ☐ Other permanent specialty fencing to be installed by GRANTOR consisting of: _____. The CITY will pay the GRANTOR a lump sum of _____ representing full compensation for the GRANTOR'S cost of acquiring and installing the fence.
 - C. Permanent fence, except permanent fence constructed within interstate highway right of way, will become the property of and will be maintained by the GRANTOR. Permanent fence constructed within interstate highway right of way will remain the property of and must be maintained by the CITY.
4. The easement area does ☐ does not ☐ require Type 1A Temporary fence for environmental purposes. The GRANTOR will maintain the Type 1A temporary fence in place for at least three (3) years after completion of project construction and will be responsible for any subsequent removal or replacement of the fence.

SFRW-69 (08-19)

5. The easement area does ☐ does not ☒ contain existing crop at the date of execution of this Agreement. If the easement area does contain crop at the date of execution of this Agreement, the following conditions apply:
- A. The CITY will pay for crop damage caused by the CITY within the temporary easement area only when such crop has been planted prior to the date the GRANTOR signs this Agreement.
 - B. The CITY will not pay for damage to perennial grass being used for pasture.
 - C. The amount of crop damage to be paid by the CITY will be based on the area damaged, percent of damage, average yield on adjoining fields, and market price at the time of harvest less a predetermined harvesting cost. Type and location of crops planted prior to the signing date of this Agreement are:
6. The easement area does ☐ does not ☒ contain buildings or improvements which are considered to be a part of the real property, such as fixtures, removable building equipment, and trade fixtures. If the easement area does contain such items, the following conditions apply:
- A. The GRANTOR is allowed to retain, for their salvage value, the buildings or improvements listed in 6.B. below. The GRANTOR must remove these items from the above described real property by _____, 20____, unless the CITY grants, in writing, a removal date extension.
 - B. The GRANTOR agrees items being retained and the salvage value of these items are:
 - C. The CITY will withhold \$ N/A from any payments due under this Agreement until the GRANTOR has removed the salvaged items.
7. The Agreement does ☒ does not ☐ contain mutually agreed upon special conditions. If the Agreement contains special conditions, the special conditions are as follows:

The GRANTOR has been advised of the right to an appraisal of GRANTOR'S property and hereby waives any right to such appraisal. The parties agree the total payment for all property interests acquired by the CITY, including land conveyed, temporary easements, damages, improvements, and interest, is

FOUR THOUSAND AND 00/100 dollars (\$ 4,000.00).

- The summarization of total compensation of \$4,000.00 includes, the permanent easement for \$3,230.00 per STATE OF SOUTH DAKOTA PERMANENT PUBLIC RIGHT OF WAY, DRAINAGE AND UTILITY EASEMENT and the Temporary easement for \$770.00 per this agreement.
 - The duration of the Temporary Construction Easement shall become effective on the date construction activities commence on the described premise(s) of page 1, paragraph 2 of this agreement, and shall conclude two (2) years after said effective date; and no later than one (1) year after project completion. In the event of any unforeseen issue or subsequently identified work which may be required to achieve completion of this project or any ancillary item or issue related thereto; whereas Grantee will be additionally compensated as described on page 2, paragraph 2 of this agreement and in accordance with the SDDOT ROW Manual.
8. Neither the GRANTOR nor any of the GRANTOR'S successors in interest will interfere with or disturb any temporary facility constructed within the temporary easement area prior to project completion without the CITY'S written approval.
9. All foregoing conditions are binding upon the CITY only upon approval of this Agreement by the CITY'S authorized representative. If approval is not obtained, this Agreement is null and void and of no force or effect.

SFRW-69 (08-19)

10. The CITY will pay the GRANTOR total consideration in the amount of \$ *SEE SECTION 7 as full and final compensation for the temporary easement area, improvements, damages, costs, interest, fees, and any other claims or causes of action resulting from the acquisition and use of the temporary easement area. The CITY will make this payment upon receipt of all properly executed documents and releases and completion of the CITY OF SIOUX FALLS voucher clearance requirements,
11. Each party represents that it has voluntarily signed this Agreement as its own free act and is not acting under any coercion or duress.
12. Each party represents that no representations, promises, agreements, stipulations, or statements have been made by any representatives of the other party to induce a settlement beyond those contained in this Agreement.
13. The CITY may unilaterally terminate this Agreement upon fulfillment of the CITY'S obligations.
14. This Agreement is entered into on this ____ day of _____, 20_____.

The GRANTOR acknowledges the receipt of an identical copy of this Agreement.

GRANTOR(S):

STATE OF SOUTH DAKOTA

BY: _____
Kristi Noem
Governor

ATTEST:

Ryan Brunner
Commissioner of School and Public Lands

ACKNOWLEDGMENT FOLLOWS

SFRW-69 (08-19)

ACKNOWLEDGMENTS

[illegible]

On this ____ day of _____, 2020, before me the undersigned Notary Public within aforesaid County and State, personally appeared _____, Governor, known to me to be the person described herein who executed the within and forgoing instrument for the purposes therein contained and acknowledged to me that he executed the same.

Notary Seal

Notary Public

Commission Expires

[illegible]

On this ____ day of _____, 2020, before me the undersigned Notary Public within aforesaid County and State, personally appeared _____ Commissioner of South Dakota School and Public Lands, known to me to be the person described herein who executed the within and forgoing instrument for the purposes therein contained and acknowledged to me that he executed the same.

Notary Seal

Notary Public

Commission Expires

The above and foregoing Easement is approved on _____, 20_____.

Paul TenHaken
Mayor

Attest: City Clerk

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 5 – R
DATE: December 9-10, 2020

SUBJECT

Affiliated Entity – Early Learning Center of Brookings, Inc. Transfer to Benefit SDSU

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL Chapter 13-52](#) – Grants and Donations to State Institutions
[BOR Policy 5:9](#) – Foundations

BACKGROUND/DISCUSSION

The Board has delegated the authority to enter into agreements with nonprofit entities for receipt of private gifts for the benefit of South Dakota State University, after approval by the Board of the entity to ensure it's non-profit in nature and that its charter, articles of incorporation and bylaws are appropriate.

South Dakota State University (SDSU) has maintained various levels of engagement with the Childcare Center operated by the Early Learning Center in Brookings over the years. Attachment I provides a summary of the past relationship and engagement of the parties, in addition to the proposed transition, which includes various revisions to the structure of the Early Learning Center to increase engagement with, and the benefit to, SDSU.

IMPACT AND RECOMMENDATIONS

SDSU requests the approval of transition of the Early Learning Center of Brookings, Inc. to benefit South Dakota State University, as set forth in Attachment I.

ATTACHMENTS

Attachment I – Vision Paper for the Early Learning Center
Attachment II – Current Early Learning Center of Brookings Articles of Incorporation and Bylaws

DRAFT MOTION 20201209_5-R:

I move to approve SDSU's request for approval of the transition of the Early Learning Center of Brookings, Inc. for the benefit of South Dakota State University, as set forth in Attachment I, subject to adoption of revised governing documents acceptable to the SDBOR Executive Director and General Counsel.

Vision Paper for the Early Learning Center November 2020

Introduction:

Over the last several years, SDSU has explored the childcare needs of its faculty, staff, and students and considered ways to provide for employees' children. Due to financial considerations, the University has been unable to develop a viable plan. However, given its commitment to live out its core values, the University has remained open to ideas and opportunities. SDSU understands that childcare helps the University community thrive due to the many tangible and intangible benefits of high quality, stable, and accessible childcare for faculty, staff, and students. It allows parents to work, study, and contribute to the University mission with the security of consistent, high-quality care of their children. Childcare is critical to the recruitment and retention of outstanding and diverse faculty, staff, and students. It also improves the cognitive and social skills of children during the preschool years.

Background:

Approximately six and a half years ago, The Larson Family Foundation created a nonprofit corporation, The Early Learning Center of Brookings, to expand and improve childcare options for the community of Brookings. Recently, The Early Learning Center of Brookings has offered to transition its childcare operations ("Childcare Center") to SDSU. It is physically located on the campus of the United Living Center (ULC) on the west side of Brookings next to Pioneer Park. The Childcare Center rents its building from the ULC and is managed by Bright Horizons, a management company which operates over 800 childcare facilities across the country. It has room for 111 children, ages six-weeks through pre-kindergarten. During its time in operation, the Childcare Center has been highly successful in helping to fulfill the childcare needs of the Brookings community, has a waiting list of interested parents, and is regarded as one of the premier childcare providers in Brookings.

Financial and Operating Structure:

Currently, the operating structure of the Childcare Center is as follows. The Childcare Center's building is owned by the United Retirement Center and leased to The Early Learning Center of Brookings. The Early Learning Center of Brookings contracts with Bright Horizons to operate the Childcare Center.

In 2011, Brookings County issued an Economic Development Revenue Bond in the amount of \$6,622,000 for the United Retirement Center Project. The bond proceeds were loaned to improve the United Retirement Center owned facility and leased by The Early Learning Center of Brookings. The bondholder is currently Great Western Bank, pursuant to a Loan and Security Agreement between Brookings County, the United Retirement Center, and the Great Western Bank. The Operating and Management Agreement and the Lease are incorporated in the business operational structure of The Early Learning Center of Brookings. Assignment of agreements related to this structure requires Bond Council review and formal approval by the parties, as well as Brookings County and the bank. At the conclusion of the current contracts/obligations, SDSU would have the ability to evaluate how to proceed and whether or not to realign Childcare Center operation, which would include a comprehensive review of increased opportunities for SDSU. The envisioned transition and requested approvals set forth below would **not** result in the Bond obligation shifting to SDSU.

The Childcare Center is currently subsidized by funds from a \$14,654,543 endowment held at the SD Community Foundation, which provides the difference between operating costs and the revenue from childcare tuition. Of great importance is the fact that the transition of the Childcare Center to SDSU would occur with little, if any, immediate cost to SDSU. The annual financial statements of the Childcare Center and reports from the SD Community Foundation indicate that the earnings from the endowment will exceed the subsidy required to operate the Childcare Center. In addition, endowment proceeds may also be available to assist with tuition coverage for a certain number of children of SDSU faculty, staff, and students, as well as scholarships for need-based families.

Proposed Transition:

SDSU proposes:

- The Early Learning Center of Brookings nonprofit entity (see Attachment II) be modified to benefit SDSU;
- An affiliation agreement between the updated Early Learning Center of Brookings nonprofit and SDSU be established to facilitate operation on its behalf with responsibility for liability dedicated to the revised Early Learning Center of Brookings nonprofit;
- Any necessary documentation of designation of endowment beneficiary and use of funds be finalized at the same time;
- The SDSU Office of Finance and Business be responsible for oversight of the revised Early Learning Center of Brookings affiliated operations as applicable for SDSU.

Request for Approval:

SDSU requests the SDBOR approve the transition proposed above, allowing SDSU to accept the operations and benefits discussed herein, and to otherwise proceed with finalizing, executing and/or accepting the agreements necessary to effectuate the same, subject to the approval of the SDBOR Executive Director and General Counsel.

State of South Dakota
Office of the Secretary of State

Certificate of Incorporation

Domestic Nonprofit Corporation

I, **Shantel Krebs**, Secretary of State of the State of South Dakota, hereby certify that the Articles of Incorporation for

The Early Learning Center of Brookings

BUSINESS ID# NS142829

with an effective date of: January 19, 2018, duly signed and verified, has been received in this office and is found to conform to law.

ACCORDINGLY, and by virtue of the authority vested in me by law, I hereby issue this Certificate of Incorporation and attach hereto a duplicate of the Articles of Incorporation.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of South Dakota, in Pierre, the Capital City, this day, January 19, 2018.

Shantel Krebs

Shantel Krebs
Secretary of State

01/19/2018 1:53 PM

**ARTICLES OF INCORPORATION
OF
THE EARLY LEARNING CENTER OF BROOKINGS
SOUTH DAKOTA DOMESTIC NONPROFIT CORPORATION**

ARTICLE 1 – NAME

- 1.1 The name of the corporation is The Early Learning Center of Brookings.

ARTICLE 2 – PERIOD OF EXISTENCE

- 2.1 The period of existence shall be perpetual.

ARTICLE 3 – PURPOSES

3.1 The purposes of the corporation are to engage in, assist, and contribute to the support of exclusively charitable activities and projects within the meaning of Section 501(c)(3) of the Internal Revenue Code.

- 3.2 In support of such purposes, the main activities of the corporation shall include:

- (a) Operating a child care and early education center in Brookings, South Dakota for the purpose of enabling individuals in the community, at all income levels to be gainfully employed or qualifying as a full-time student with access to quality child care and educational opportunities;
- (b) Providing and exceptional learning and child development environment for children through active, hands-on discovery and exploration;
- (c) Foster learning and nurturing interaction between children, families and elders;
- (d) Providing a clean, safe, and positive environment that is affordable and accessible to area children and their families; and
- (f) Doing any and all other acts and things which may be necessary, incidental or desirable in the accomplishment of any of the foregoing purposes.

ARTICLE 4 – AUTHORITY

4.1 The corporation shall further its purposes either directly or by making or providing donations, gifts, grants, contributions, loans, guarantees, or subsidies out of the net income or the principal assets of the corporation, or both (without limit as to the amount going to any one recipient or in the aggregate to all recipients), but subject always to the provisions of section 4.3 hereof.

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4.2 Subject to section 4.3 hereof, the corporation shall have authority to do any and all acts and things and carry on and conduct all other activities as may be necessary, advisable, desirable, or expedient to accomplish its purposes, to the full extent permitted by the laws of the State of South Dakota.

4.3 At all times the following shall operate as conditions restricting the operations and activities of the corporation:

- (a) No part of the net earnings of this corporation shall inure to the benefit of any officer, director, or any other individual, except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes, and except that individuals may benefit from grants and similar payments or distributions made for the purposes for which this corporation was organized. Such net earnings, if any, of this corporation shall be used to carry out the nonprofit corporate purposes set forth in Article 3 above.
- (b) No substantial part of the activities of the corporation shall constitute the carrying on of propaganda or otherwise attempting to influence legislation, or any initiative or referendum before the public, and the corporation shall not participate in, or intervene in (including by publication or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.
- (c) Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Code.
- (d) Notwithstanding any provisions herein, if at any time the corporation is determined to be a private foundation or private operating foundation as defined in Section 509 or 4942 of the Code, then the following provisions shall apply:
 - (1) If the corporation is a private foundation, the corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code;
 - (2) The corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code;
 - (3) If the corporation is a private foundation, the corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Code;
 - (4) The corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code; and

(5) The corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

ARTICLE 5 – NONPROFIT CORPORATION

5.1 This corporation is a nonprofit corporation governed by Chapters 47-22 to 47-28 of the South Dakota Statutes.

ARTICLE 6 – INCORPORATOR

6.1 The names and mailing addresses of the incorporator is as follows:

Susan Markey
3300 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402

ARTICLE 7 – MEMBERS

7.1 The corporation shall have no members.

ARTICLE 8 – DIRECTORS

8.1 The management of the corporation shall be vested in a Board of Directors. The number of directors shall be fixed in accordance with the Bylaws of the corporation, and may be altered by amending the Bylaws, but shall never be fewer than required by law.

8.2 The first Board of Directors shall consist of the following five 5 directors, who shall each hold office for the term of three (3) years and until his or her successor shall have been duly elected and qualified, or until the earlier death, resignation, removal, or disqualification of such director:

O. Dale Larson
2333 Eastbrook Drive
Brookings, SD 57006

Maree Larson
2333 Eastbrook Drive
Brookings, SD 57006

Carmelle Jackson
2333 Eastbrook Drive
Brookings, SD 57006

Bridget Larson
2333 Eastbrook Drive
Brookings, SD 57006

Robert Jostad
2333 Eastbrook Drive
Brookings, SD 57006

8.3 Any action may be taken by written action signed by the number of directors that would be required to take the same action at a meeting of the Board at which all directors were present; provided, that all directors must be notified immediately of the text of the written action and the effective date.

**ARTICLE 9 –
DISTRIBUTION ON LIQUIDATION
OR DISSOLUTION**

9.1 In the event of liquidation, dissolution, or winding up of the corporation, whether voluntary or involuntary or by operation of law, the remaining property and assets of the corporation shall be distributed in such manner as the Board of Directors of the corporation shall by majority vote determine. The distribution shall be made either exclusively for the purposes for which the corporation is formed or consistent with such purposes, and shall be made to such organization or organizations organized and operated for such purposes as shall at such time qualify as exempt under section 501(c)(3) of the Internal Revenue Code, as amended, or the corresponding provision of any future United States Internal Revenue Code.

ARTICLE 10 – REGISTERED AGENT

10.1 The name of the Registered Agent and mailing address of the registered office of the corporation is:

Bill Retterath
Larson Manufacturing Company
2333 Eastbrook Drive
Brookings, SD 57006

ARTICLE 11 – AMENDMENT OF ARTICLES

11.1 These Articles may be amended in the manner now or hereafter prescribed by law.

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IN WITNESS WHEREOF, the undersigned incorporator has hereunto set her hand this 15th day of January, 2018.

Dated: January 18, 2018

Susan Markey
Susan Markey

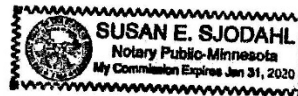
STATE OF MINNESOTA

COUNTY OF Hennepin

On this 18 day of January, 2018, before me personally appeared Susan Markey, known to me or satisfactorily proven to be the persons who are described in, and who executed the within instrument and acknowledged to me that they executed the same.

1-31-2020
My Commission Expires

Susan E. Sjodahl
Notary Public



2018-01-18 1:33PM Rec'd BY SD SOA

**BYLAWS
OF
THE EARLY LEARNING CENTER OF BROOKINGS**

ARTICLE 1 – OFFICES

1.1 Offices. The principal office of the corporation shall be 2333 Eastbrook Drive, Brookings, South Dakota 57006-2899. The corporation may have offices at such other places, within or without the State of South Dakota, as the Board of Directors may from time to time designate.

ARTICLE 2 – DIRECTORS

2.1 General Powers. The business and affairs of the corporation shall be managed by or under the direction of the Board of Directors

2.2 Number and Election. The corporation shall have no fewer than five (5) directors. At least four of the directors shall be appointed by the Larson Foundation. The initial directors of the corporation shall be set forth in the Articles of Incorporation. At each annual meeting, the directors shall determine the number of directors and elect directors, subject to the rights of the Larson Foundation to appoint four directors. In the event the Larson Foundation does not appoint at least 4 directors, the current directors shall appoint additional members to bring the total membership to five (5).

2.3 Term. Each director shall serve for a three (3) year term and until his or her successor shall have been duly elected and qualified, or until the earlier death, resignation, removal, or disqualification of such director. Except in the case of a director appointed by the Larson Foundation, no director shall hold membership for more than six (6) consecutive years. After a period of one year or more absence from the Board, a director may be reelected to the Board and may serve for two (2) additional terms. Notwithstanding the preceding sentence, the directors may waive this requirement.

2.4 Removal. A director may be removed at any time, with or without cause, by a majority of the other directors of the corporation. Removal shall be effective upon the mailing of a written notice to the director who is removed.

2.5 Resignation. Any director may resign at any time by giving written notice to the Secretary. Such resignation shall take effect without acceptance upon receipt of the notice, unless a later date is specified in the notice.

2.6 Vacancies. Vacancies in the Board of Directors shall be filled by the remaining directors, even though less than a quorum, provided however that in the event the vacancy is created by a reduction in the number of members selected by the Larson Foundation, the Larson Foundation may appoint the member to fill the vacancy. A person so elected to fill a vacancy

shall serve as a director for the remainder of the term whose vacancy has been filled, and until his or her successor has been elected and qualified.

2.7 Quorum: Voting. A majority of the directors currently holding office shall constitute a quorum for the transaction of business. In the absence of a quorum, a majority of the directors present may adjourn a meeting from time to time until a quorum is present. Except as otherwise required by law, the Articles of Incorporation or these Bylaws, the acts of a majority of the directors present at a duly held meeting shall be the acts of the Board of Directors.

2.8 Board Meetings.

(a) Meetings. The Board of Directors shall hold an annual meeting for the purpose of electing officers and transacting any other business coming before it. The Board may hold such other meetings as it may from time to time determine. The meetings shall be held at any place within or without the State of South Dakota that the Board may designate. Absent such designation, Board meetings shall be held at the registered office of the corporation. Special meetings of the Board of Directors may be called at the request of the President or any three directors.

(b) Notice. Notice of Board meetings shall be made by giving three (3) days oral or written notice to all directors of the date, time, and place of the meeting. The notice need not state the purpose of the meeting, unless otherwise required by law or these Bylaws. Oral notice may be given by telephone or in person. Written notice may be given by mail, facsimile transmission, telegram, electronic mail, or may be delivered to the address maintained for each director in the records of the corporation. If a meeting schedule is adopted by the Board, or if the date and time of the Board meeting has been announced at a previous Board meeting, no notice is required.

2.9 Waiver of Notice. A director may waive notice of any meeting before, at, or after the meeting, in writing, orally, or by attendance. Attendance at a meeting by a director is a waiver of notice of that meeting unless the director objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened and does not participate thereafter in the meeting. All waivers shall be filed with the records of the corporation.

2.10 Electronic Conference Meetings. A conference among directors, or among members of any committee designated by the Board of Directors, by any means of communication through which the participants may simultaneously hear each other during the conference, constitutes a meeting of the Board or the committee, if the same notice is given of the conference as would be required for a meeting, and if the number of persons participating in the conference would be sufficient to constitute a quorum at the meeting. Participation in a meeting by such means constitutes personal presence at the meeting.

2.11 Action Without Meeting. An action required or permitted to be taken at a Board meeting may be taken by written action signed by the number of directors that would be required to take the same action at a meeting of the Board at which all directors were present; provided,

that all of the directors must be notified immediately of the content and effective date. Any such written action shall be filed with the Minutes of the corporation.

2.12 Compensation. Directors shall receive no compensation for their services as directors, but may be reimbursed for reasonable expenses as shall be determined from time to time by resolution of the Board of Directors. Nothing herein shall be construed to preclude any director from serving this corporation in any other capacity and receiving proper compensation therefor.

ARTICLE 3 – OFFICERS

3.1 General. The corporation shall have a President, Secretary, and Treasurer and such other officers or agents as it deems necessary. Any of the offices or functions of those offices may be held by the same person. Officers shall receive such compensation for their services and reimbursement for their expenses as determined from time to time by the Board.

3.2 Election, Term, and Removal. At the annual meeting of the Board of Directors, the Board shall elect officers, who shall hold office until the next election of officers and until their successors shall have been duly elected and qualified, or until the earlier death, resignation, removal, or disqualification of such officer; provided, however, that any officer may be removed with our without cause by the affirmative vote of a majority of the directors present at any duly held meeting of the Board (without prejudice, however; to any contract rights of such officer).

3.3 Resignation. Any officer may resign at any time by giving written notice to the corporation. The resignation is effective without acceptance when notice is given to the corporation, unless a later date is specified in the notice.

3.4 Vacancies. If a vacancy in any office of the corporation occurs for any reason, such vacancy may, or in the case of a vacancy in the office of President or Treasurer shall, be filled for the unexpired part of the term by the Board of Directors.

3.5 President. Unless provided otherwise by a resolution adopted by the Board of Directors, the President shall (a) be the chief executive officer of the corporation, and have general active management of the business of the corporation; (b) preside at all meetings of the Board; (c) see that all orders and resolutions of the Board are carried into effect; (d) sign and deliver in the name of the corporation any deeds, mortgages, bonds, contracts, or other instruments pertaining to the business of the corporation, except in cases in which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by the Articles, these Bylaws or the Board to some other officer or agent of the corporation; (e) maintain records of and certify proceedings of the Board; and (f) perform such other duties as may from time to time be prescribed by the Board.

3.6 Secretary. The Secretary shall, unless otherwise determined by the Board, be secretary of and attend all meetings of the Board of Directors, and record the proceedings of such meetings in the minute book of the corporation and, whenever necessary, certify such proceedings. The Secretary shall give proper notice of meetings to directors and shall perform

such other duties as may be prescribed by the Board of Directors or the President from time to time.

3.7 Treasurer. Unless provided otherwise by a resolution adopted by the Board of Directors, the Treasurer shall (a) keep accurate financial records for the corporation; (b) deposit all monies, drafts, and checks in the name of and to the credit of the corporation in such banks and depositories as the Board of Directors shall designate from time to time; (c) endorse for deposit all notes, checks, and drafts received by the corporation as ordered by the Board, making proper vouchers therefor; (d) disburse corporate funds and issue checks and drafts in the name of the corporation, as ordered by the Board; (e) render to the President and the Board of Directors, whenever requested, an account of all of his or her transactions as Treasurer and of the financial condition of the corporation; and (f) perform such other duties as may be prescribed by the Board of Directors or the President from time to time.

3.8 Other Officers. Any other officers appointed by the Board of Directors shall perform such duties and be responsible for such functions as the Board of Directors may prescribe.

3.9 Delegation. Unless prohibited by a resolution by the Board of Directors, an officer elected or appointed by the Board may delegate in writing some or all of the duties and powers of his or her office to other persons.

ARTICLE 4 – COMMITTEES

4.1 Executive Committee. The Board of Directors may, by action of a majority of the entire Board, designate two or more of its members as an Executive Committee which, to the extent determined by the resolution of the Board, shall have and exercise the authority of the Board in the management of the business of the corporation. The Executive Committee shall at all times be subject to the control and direction of the Board. The Executive Committee shall maintain minutes of each meeting.

4.2 Other Committees. The Board of Directors may also, from time to time, appoint such other committees as it may deem proper, and may prescribe the functions and membership of such other committees.

ARTICLE 5 – FISCAL YEAR

5.1 Fiscal Year. The fiscal year of the corporation shall be established by the Board of Directors.

ARTICLE 6 – INDEMNIFICATION; STANDARD OF CONDUCT

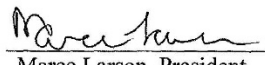
6.1 Indemnification. The corporation shall indemnify such persons, for such expenses and liabilities, in such manner, under such circumstances, and to such extent, as permitted by South Dakota Statutes, Section 47-23-27, as now enacted or hereafter amended.

6.2 Standard of Conduct. Each director and officer shall discharge his or her duties as a director or officer in good faith, in a manner which the director or officer reasonably believes to be in the best interests of the corporation, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

ARTICLE 7 – AMENDMENTS

7.1 Amendments. The Board of Directors shall have the authority to amend, repeal, or adopt new Bylaws by the affirmative vote of a majority of the directors; provided, that all directors shall be notified of the proposed amendments at least two (2) days before each action takes place

The undersigned, Maree Larson, President of The Early Learning Center of Brookings, hereby certifies that the foregoing Bylaws were adopted as the complete Bylaws of the corporation by the Board of Directors of said corporation on the 17th day of January, 2018.


Maree Larson, President

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 5 – S
DATE: December 9-10, 2020

SUBJECT

DSU Naming Request – The Paulson Cyber Incubator and Entrepreneurial Center

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 1:27](#) – Naming of Institutional Facilities, Programmatic Units or Funded Academic Honors

BACKGROUND / DISCUSSION

Dakota State University (“DSU”) requests authorization to name the newly established cyber incubator and entrepreneurial center as The Paulson Cyber Incubator and Entrepreneurial Center (“PCIEC”). The PCIEC will provide a tech-transfer, entrepreneurship, and business start-up center that will work with both intellectual property from the Madison Cyberlabs and the student CEO group at DSU.

The PCIEC will be named after Matt Paulson, a DSU alumnus, entrepreneur, private equity investor, and author. Mr. Paulson owns MarketBeat, a financial media company, and has invested in more than 60 small businesses and startups. In 2020, Mr. Paulson was recognized by DSU as the Outstanding Alumni for Professional Achievement, and also received the Small Business Champion of the Year award from the South Dakota Small Business Administration. Both Matt Paulson and his wife, Karine Paulson, have signed a gift agreement with DSU totaling a sum of \$300,000 to the Dakota State University Foundation and Alumni Association. The gift is designated as a sponsorship gift and will be used to directly fund the PCIEC. The proposed name would be effective for five years upon approval by the Board.

Board Policy No. 1:27 states the pertinent standards:

2. When naming a facility or programmatic unit for a person, family, or organization where there is a gift to the institution, consideration shall be given to the following factors:

(Continued)

DRAFT MOTION 20201209_5-S:

I move to approve the request from Dakota State University to name the newly established cyber incubator and entrepreneurial center as The Paulson Cyber Incubator and Entrepreneurial Center, effective for a period of five years.

- A. the significance of the gift to the likely realization or success of a facility project or programmatic unit, based on the following guidelines:
 - i. A name proposed for a new facility or a facility to be renovated so as to recognize a gift to the institution may be considered when the gift represents a substantial component of the projects' total cost.
 - ...
 - v. Before recommending a name in honor of an individual, corporate, or commercial entity, institutions must avoid any appearance of commercial influence or conflict of interest by taking additional due diligence. The naming for an individual associated with a corporation should be handled as any naming for an individual.
 - ...
 - B. the urgency or need for the project or program, or continuing support for the program,
 - C. the standing of the individual, family, or entity in the community or profession,
 - D. the nature and duration of the relationship of the proposed honoree to the university.
3. Prior to recommending to the Board the naming of a facility or programmatic unit for a person, family or organization, the president or superintendent shall have a reasonable assurance that:
- A. the proposed name will bring additional honor and distinction to the institution,
 - B. the recognition implied by the naming is appropriate for the behavior exhibited by the individual, family, or organization, and
 - C. any philanthropic commitments connected with the naming can be realized.

IMPACT AND RECOMMENDATIONS

The naming request from DSU meets the requirements of Board Policy 1:27, and therefore, Board staff recommends approval.

ATTACHMENTS

Attachment I – Naming Request Form



South Dakota Board of Regents

Naming Request Form

*Request for Naming of Campus Facilities,
Programmatic Units, or Funded Academic Honors*

Please send this completed form to BORSEC@sdbor.edu .

Date Request Submitted: November 6, 2020

Name of Institution: Dakota State University

Current Name: _____

Proposed Name: The Paulson Cyber Incubator and Entrepreneurial Center (PCIEC)

Effective Date and Duration of Proposed Name: Upon Board Approval, for a period of five years.

Location on Campus: The building is on the North edge of the DSU campus

Purpose of Facility, Space, or Program to be Named: The PCIEC will provide a tech-transfer, entrepreneurship and business start-up center working both with intellectual property from the Madison Cyberlabs and with the student CEO group on campus.

If the naming request is the result of a gift, is the institution currently in possession of the gift? : Agreement signed

If the naming request is the result of a gift agreement that provides the donor the right to name the facility, when and how was the Board apprised of such an agreement in advance? (Please submit the gift agreement with this form.)

The signed gift agreement is attached.

Rationale for Proposed Name (Include in the space below, or attach documentation):

We are seeking to name the incubator and entrepreneurial center after Mr. Matt Paulson. In addition to being a DSU alum, Matt is an entrepreneur, a private equity investor and an author. His company, MarketBeat, is an Inc. 5000 financial media company that empowers individual investors to make better trading decisions by providing stock market news, real-time financial data, and best-in-class research tools. MarketBeat was recognized as the fastest-growing privately held company by Inc. Magazine in 2016 and has since been recognized by Barron's, Entrepreneur Magazine and several other publications for its continued growth and success. With more than 1.5 million subscribers and 15 million monthly page views, MarketBeat is arguably South Dakota's widest-reaching vertical media company. Matt has invested in more than 60 small businesses and startups, including Buffer, Dollar Shave Club, Lime, Lyft, Ripple, Robinhood, and Wikia. In 2016, he brought together 31 investors to launch Falls Angel Fund, the first new angel investment fund in Sioux Falls in more than a decade. In 2019, he was selected as one of the inaugural 4 under 40 by the Sioux Falls Young Professionals Network (YPN). Paulson was named DSU's Outstanding Alumni for Professional Achievement in 2020 and in Sept 2020 he was named the Small Business Champion of the Year by the South Dakota Small Business Administration.

Authorization for Use of Name

I, the undersigned, authorize the use of my name for the proposed naming request specified above.

Matt Paulson

Signature

November 6, 2020

Date

Matt Paulson

Printed Name

Campus Authorization of Naming Request

I, the undersigned President/Superintendent, have a reasonable assurance that the proposed name will bring additional honor and distinction to the institution, the recognition implied by naming is appropriate for the behavior exhibited by the individual, family, or organization, and any philanthropic commitments connected with the naming can be realized. I certify that this naming request meets the criteria required by Board of Regents Policy 1:27, which key requirements are stated below:

1. When naming a facility or programmatic unit for a person, family, or organization where there is no gift, the proposed honoree shall have achieved distinction in one or more of the following ways:
 - a. Serving the university in an academic or administrative capacity with high distinction, or
 - b. By contributing in other exceptional ways to the welfare and reputation of the university, to education, or the community in general.

OR

2. When naming a facility or programmatic unit for a person, family, or organization where there is a gift to the institution, consideration has been given to the following factors:
 - a. The significance of the gift to the likely realization or success of a facility project or programmatic unit, based on the following guidelines:
 - i. A name proposed for a new facility or a facility to be renovated so as to recognize a gift to the institution may be considered when the gift represents a substantial component of the projects' total cost.
 - ii. A name proposed for an existing but presently untitled facility so as to recognize a gift to the institution may be considered when the gift represents a significant proportion of the value of the facility.
 - iii. A name may be proposed for a programmatic unit to recognize an endowed gift to the institution if the gift is similar to donations received for comparable naming at peer institutions, provided that any associated endowment will be sufficient to sustain the program or a substantial portion of it, since the naming shall be in effect for the life of the program.
 - iv. If a fund raising drive or a contractual agreement may involve naming that is subject to Board approval, the Board must be apprised of such initiatives in advance.
 - v. Before recommending a name in honor of an individual, corporate, or commercial entity, institutions must avoid any appearance of commercial influence or conflict of interest by taking additional due diligence. The naming for an individual associated with a corporation should be handled as any naming for an individual.
 - a. Corporate names may be used to designate individual rooms or suites of rooms, as well as endowed chairs and professorships. Plaques in public spaces within buildings may recognize the contributions of corporations. The size, design, and wording of plaques and other signs that acknowledge corporate generosity and express institutional appreciation should be modest in size and appropriate to the public university or school setting.
 - b. the urgency or need for the project or program, or continuing support for the program,
 - c. the standing of the individual, family, or entity in the community or profession,
 - d. the nature and duration of the relationship of the proposed honoree to the university.

José-Marie Griffiths

President/Superintendent Signature

November 9, 2020

Date

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – T
DATE: December 9-10, 2020

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 2019](#). This agreement continues that partnership and provides for the same, running from January 1, 2021 through April 30, 2022. DOT will provide up to \$508,754 to SDSU to provide the services contained in the Statement of Work, which is affixed as an exhibit in Attachment I. SDSU will contribute \$10,971 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 20201209_5-T:

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 has personnel able to perform the work; and
3. State wants Contractor to perform the work.

The parties agree Contractor will perform the work in accordance with the following:

Joint Powers

This Agreement does not establish a separate legal entity, as contemplated by SDCL 1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by Contractor and State. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. No real property will be purchased for use for this Agreement.

Project Identity

For purposes of identification, this work will be identified by Project Number HR0018 and the Agreement Number as assigned by State and listed above. All invoices, reports, and correspondence submitted to State in connection with this Agreement will be identified accordingly. All matters relating to this Agreement will be processed through State’s Project Manager.

Scope of Work

The parties agree to operate the South Dakota Local Transportation Assistance Program (SDLTAP), the mission of which is to disseminate technical materials, information, and training relative to highways and transportation in general to local government.

Contractor will perform those tasks delineated in Contractor’s proposal entitled “2021 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, 2021, and ending April 30, 2022, 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 Eight Thousand Seven Hundred Fifty-four Dollars (\$508,754.00), as specified in the budget in the attached Exhibit A.

The parties agree that costs of SDLTAP paid by the Federal Highway Administration Local Technical Assistance Program under this Agreement will not exceed One Hundred Fifty Thousand Dollars (\$150,000.00). This amount will be matched by at least an equal amount of local and state funds. Any funds not obligated by SDLTAP at the end of the period of performance will be withdrawn.

The parties agree that costs of SDLTAP paid by the State Local Road and Bridge Fund under this Agreement will not exceed Three Hundred Fifty-eight Thousand Seven Hundred Fifty-four Dollars (\$358,754.00). 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 Sixteen Thousand Four Hundred Fifty Dollars (\$16,450.00).

State will fund all of State's involvement in SDLTAP, including salaries, benefits, indirect costs, and expenses, to a level of approximately Ten Thousand Nine Hundred Seventy-one Dollars (\$10,971.00).

Changes in Scope

Contractor agrees changes in objectives and scope of the work which have significant bearing on the work must have State's written approval prior to proceeding. Contractor must submit to State requests for increases in time or funding before extra work is started and at least thirty (30) days prior to termination of this Agreement. Any increase in time or funding requires State's approval and the execution of a supplemental Agreement before any extra work is started.

Subcontracting

Contractor will perform all work except specialized services. Specialized services are considered to be those items not ordinarily furnished by Contractor which must be obtained for proper execution of this Agreement. Contractor will not assign, sublet, or transfer this Agreement or any interest under this Agreement unless State grants written permission to do so. Contractor will itemize any subcontracts anticipated at the time of proposal in Exhibit A to this Agreement. This does not, however, prohibit the subcontracting of work during the execution of this Agreement provided Contractor obtains State's prior approval.

Costs of subcontracted work incurred prior to execution of the corresponding subcontract will not be eligible for reimbursement.

Each subcontract must contain all of the provisions of this Agreement.

Prompt Payment

Contractor will pay subcontractors or suppliers within fifteen (15) days of receiving payment for work that is submitted for progress payment by State. If Contractor withholds payment beyond this time period, Contractor will submit written justification to State, upon request. If it is determined that a subcontractor or supplier has not received payment due without just cause, State may withhold future estimated payments or may direct Contractor to make such payment to the subcontractor or supplier. Prompt payment will also include retainage monies due to the subcontractor if Contractor elects to utilize retainage on subcontract work. The maximum amount permitted for retainage for any subcontract will be 10%. Retainage will be released within fifteen (15) days of satisfactory completion of the work.

Reports

Contractor will prepare a center assessment report and a program assessment report as required by the Federal Highway Administration's Local Technical Assistance Program and submit it to State for review and comment prior to submission to the Federal Highway Administration.

Payment

State will pay Contractor monthly, based on itemized invoices detailed to show the elements of direct costs incurred, the various additives added to the payroll, and the overhead charges. The itemized invoices will also show all elements of costs paid from funding sources other than State.

Contractor will submit invoices for services rendered and for actual reimbursable expenses incurred during the billing period to the South Dakota Department of Transportation, Office of Research, 700 East Broadway Avenue, Pierre, SD 57501-2586, in triplicate within forty-five (45) days following the end of the billing period. The invoices and supplements thereto will contain any details that may be required for proper

audit. Contractor will not submit billings for costs not permitted under South Dakota statutes or regulations. No payment will be due Contractor until the account has been reviewed and approved by State.

State will make final payment to Contractor for work accomplished under this Agreement upon acceptance by State. Allowable final costs will be determined in accordance with the provisions of OMB 2 CFR Part 200.

Costs incurred prior to the date this Agreement has been signed by all parties are not eligible for payment.

Funding

The parties understand and agree that funding for this Agreement is dependent upon continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, State may terminate this Agreement. Termination for any of these reasons is not a default by State nor does it give rise to a claim against State.

Records

Contractor will maintain a cost accounting system capable of segregating and allocating costs incurred in connection with this Agreement.

All project charges will be subject to audit in accordance with current State procedures and United States Office of Management and Budget (OMB) 2 CFR Part 200 Subpart F. The CFDA Number for these funds is 20.205. Allowable costs will be determined in accordance with 2 CFR Part 200.

Upon reasonable notice, Contractor will allow State, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, and documents related to services rendered under this Agreement. Contractor will keep these records clearly identified and readily accessible for a period of three (3) years after the date of final payment under this Agreement is made and all other pending matters are closed.

All personnel employed by Contractor will maintain time records for time spent performing work described in this Agreement for a period of three (3) years after the date of final payment under this Agreement is made and all other pending matters are closed.

Inspection of Work

Contractor will, at any and all reasonable times, accord State proper Contractor facilities for review and inspection of the work under this Agreement. Contractor will allow State access to Contractor's premises and to all books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to this Agreement.

Publication

State and the Federal Highway Administration reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, the work for government purposes.

Any party to this Agreement may initiate a request for publication of the final or interim reports, or any portions thereof. No party to this Agreement will publish or otherwise disclose, or permit to be disclosed or published, the results of the work herein contemplated, or any particulars thereof, during the period of this Agreement, without notifying the other parties and securing their consent in writing. Academic theses may be published without written consent, if the publishing party provides the disclaimers contained in this Agreement. Any party may publish without restriction upon termination of this Agreement.

When the scheduled time for presentation of a paper by one party to this Agreement does not permit the formal review and approval of a complete report by another party, abstracts may be used for notification of intent to present a paper based on the work. Such presentations must protect the interests of each party by inclusion of a statement in the paper and in the presentation to the effect that the paper has not been reviewed by the other party or parties.

Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the work with small technical groups or lectures to employees or students. Lectures to other groups which describe the plans, but disclose neither data nor results, are permissible.

Any report published by Contractor will contain the following Disclaimer in the credit sheet:

The contents of this report, funded in part through grant(s) from the Federal Highway Administration, reflect the views of the authors who are responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the South Dakota Department of Transportation, the State Transportation Commission, or the Federal Highway Administration. This report does not constitute a standard, specification, or regulation.

If State and Contractor do not reach agreement relative to the publication of the final report, or any progress reports during the period of this Agreement, State reserves the right to publish independently, in which event the non-concurrence of Contractor will be set forth, if requested by Contractor.

If State does not elect to publish the final report, publication by Contractor will then be a matter of province of Contractor's policy.

Publication by either party will give credit to the other party except: a) if the parties do not reach agreement on any report of the work, or b) if either of the parties requests that its credit acknowledgment be omitted.

Ownership of Data

The ownership of data collected under this Agreement, together with summaries and charts derived therefrom, will be vested jointly with State and Contractor.

Proprietary and Patent Rights

State and Contractor agree that if patentable discoveries or inventions should result from the work conducted under this Agreement, the provisions of Exhibit C, which is incorporated in this Agreement by reference, will apply.

Nonexpendable Equipment

Any item of equipment, including instrumentation or component parts, with an acquisition cost in excess of Five Thousand Dollars (\$5,000.00) will be considered nonexpendable equipment.

If any item of nonexpendable equipment is required to conduct this work and is specified in Contractor's proposal, no further approval is required from State. Any item of nonexpendable equipment not budgeted in Contractor's proposal must have State's prior written approval prior to purchase. Any item of nonexpendable equipment which is budgeted but not specifically identified in Contractor's proposal must have State's written approval prior to purchase.

Title to all nonexpendable equipment will rest with State. Ninety (90) days prior to the end of the period of performance, Contractor will supply to State an itemized list, including descriptions, purchase costs, and estimated salvage value, of all nonexpendable equipment purchased during the course of the work.

If, at the conclusion of the work, Contractor desires to acquire title to nonexpendable equipment from State, Contractor may ask State for title. If State elects to grant title, State will be allowed a credit from Contractor's final payment equal to the then current salvage value as determined by mutual agreement between Contractor and State, subject to applicable surplus property laws.

Contractor certifies that no cost for using any item of nonexpendable equipment purchased for the work has been included in the indirect costs approved by State for this work.

Rental of Space, Equipment, or Facilities

The actual cost to Contractor of renting any additional space, special equipment, or facilities not owned by Contractor but required for the work and listed in Contractor's proposal are approved by State, subject to a limitation of the period of performance of this Agreement.

State approves the items and classes of items, such as office equipment, typewriters, computers, files, tables, laboratory, or other items shown in Contractor's proposal as the indirect costs of the work. Those costs are included in the Agreement price.

Travel

Contractor will charge no out-of-state travel costs against this Agreement without prior consultation with and written approval of State. For purposes of this Agreement, out-of-state travel is defined as travel to or from states other than Contractor's location and the State of South Dakota. If no in-state travel is specifically called for in Contractor's proposal but becomes necessary, said travel must have State's prior approval.

Americans With Disabilities Act

Contractor will provide services in compliance with the Americans with Disabilities Act of 1990 and any amendments.

Civil Rights

Contractor will be bound by the requirements of Title VI of the Civil Rights Act of 1964, which is attached as Exhibit B and are made a part of this Agreement.

Code of Conduct

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of violation of this warranty, State will have the right to annul this Agreement without liability, or, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee and prosecute under applicable criminal law.

Certification Regarding Lobbying

Contractor certifies, to the best of Contractor's knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on Contractor's behalf, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to

any of the above-mentioned parties, Contractor will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Contractor certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Protection of Contracting Authority

Contractor and State agree that each will be solely responsible for any and all claims, actions, suits, damages, or liability arising from the negligence of its officers, agents and employees in the performance of this Agreement. Nothing in this Agreement will be construed as a waiver of either party's sovereign immunity or any other defenses allowed by law.

Reporting of Injury or Loss

Contractor will report to State any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject Contractor, or State, its officers, agents, or employees to liability. Contractor will report any such event to State immediately upon discovery.

Contractor's obligation under this section will only be to report the occurrence of any event to State and to make any other report provided for by Contractor's duties or applicable law. Contractor's obligation to report will not require disclosure of any information subject to privilege or confidentiality under law (such as attorney-client communications). Reporting to State under this section will not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

Termination of Agreement

This Agreement may be terminated upon thirty (30) days' written notice by either party. If Contractor breaches any of the terms or conditions of this Agreement, this Agreement may be terminated by State at any time with or without notice.

If the Agreement is terminated by State without fault on the part of Contractor, Contractor will deliver to State all work product completed to the date of termination. Such work product will be the property of State and Contractor will be paid for work performed and delivered up to the date of termination. The value of the work performed and services rendered and delivered, and the amount to be paid as actual costs will be mutually satisfactory to State and to Contractor. Actual costs to be reimbursed will be determined by audit of such costs to the date of termination except that actual costs to be reimbursed will not exceed the Agreement price.

If the services of Contractor are terminated by State for fault on the part of Contractor, the Agreement will be null and void, and State will be entitled to recover payments made to Contractor on the work which is the cause of the at-fault termination. Contractor will be paid only for work satisfactorily performed and delivered to State up to the date of termination. Any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to State due to Contractor's default. After audit of Contractor's actual costs to the date of termination and after determination by State of the amount of work satisfactorily performed and the additional costs incurred by State due to Contractor's default, State will determine the amount to be paid to Contractor.

Upon termination, State may take over the work and may award another party an agreement to complete the work under this Agreement. If, after State terminates for a default by Contractor, it is determined that Contractor was not at fault, Contractor will be paid for eligible services rendered and expenses incurred up to the date of termination.

State reserves the right to suspend the Agreement at any time. Such suspension may be initiated by State giving Contractor written notice and will be effective as of the date established in the suspension notice. Payment for Contractor's services will be made by State to the date of such suspension, in accordance with the above paragraphs.

Severability

If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.

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 filing of any suit or claim arising under this Agreement, the parties agree to discuss the matter in good faith to find a resolution to the matter. In the event such negotiation does not result in a settlement, the parties may file suit in an appropriate court of proper jurisdiction.

Other Conditions

None.

SIGNATURE PAGE FOLLOWS

Signatures

By signature of their representatives below, each agency certifies that approval of this Agreement by ordinance, resolution, or other appropriate means has been obtained by that agency's governing body or officer pursuant to SDCL §§ 1-24-3 and 1-24-6.

South Dakota State University

By: _____

Name: _____

Title: _____

Date: _____

**State of South Dakota
Department of Transportation**

By: _____

Name: Joel M. Jundt

Title: Interim Secretary

Date: _____

Recommended

By: _____

Name: David L. Huft

Title: Research Program Manager

Approved as to Form:

/s/ Dustin W. DeBoer
Special Assistant Attorney General

State Agency Coding (MSA Center): 11105

State Agency MSA Company for which contract will be paid: 2033/3040

Object/Subobject MSA account to which voucher will be coded: 52041400

Name and phone number of contact person in State Agency who can provide additional information regarding this contract: David Huft, 605.773.3358, dave.huft@state.sd.us

Acknowledgment

STATE OF SOUTH DAKOTA)
)SS
 COUNTY OF BROOKINGS)

On this the ____ day of December, 2020, before me _____, a notary public, personally appeared _____, who acknowledged himself or herself to be the _____ of South Dakota State University, a university, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the university by himself/herself as such officer.

In witness whereof I hereunto set my hand and official seal.

[Notary Seal]

 Notary Public

My commission expires: _____

Acknowledgment

STATE OF SOUTH DAKOTA)
)SS
 COUNTY OF HUGHES)

On this the ____ day of December, 2020, before me _____, a notary public, personally appeared Joel M. Jundt, Interim 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 Seal]

 Notary Public

My commission expires: _____

EXHIBIT B

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES
APPENDIX A & E
MARCH 1, 2016**

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT C**PROPRIETARY AND PATENT RIGHTS**

(1) Contractor will disclose each subject invention to State within a reasonable time after it becomes known to Contractor personnel responsible for the administration of patent matters, and that State may receive title to any subject invention not disclosed to it within such time.

(2) Contractor will make a written election within two (2) years after disclosure to State (or such additional time as may be approved by State) whether Contractor will retain title to a subject invention; provided, that in any case where publication, on sale, or public use, has initiated the one (1) year statutory period in which valid patent protection can still be obtained in the United States, the period for election may be shortened by State to a date that is not more than sixty (60) days prior to the end of the statutory period; and provided further, that State may receive title to any subject invention in which Contractor does not elect to retain rights or fails to elect rights within such times.

(3) When Contractor elects rights in a subject invention, Contractor will file a patent application prior to any statutory bar date that may occur under 35 USCS Section 1, et seq., due to publication, on sale, or public use, and will thereafter file corresponding patent applications in other countries in which Contractor wishes to retain title within reasonable times, and that State may receive title to any subject inventions in the United State or other countries in which Contractor has not filed patent applications on the subject invention within such times.

(4) With respect to any invention in which Contractor elects rights, State and United States government will have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of State or the United States Government any subject invention throughout the world; provided, that the funding agreement may provide for such additional rights, including the right to assign or have assigned foreign patent rights in the subject invention, as are determined by State or United States Government as necessary for meeting the obligations of the United States under any treaty, international agreement, arrangement of cooperation, memorandum of understanding, or similar arrangement, including military agreement relating to weapons development and production.

(5) State retains the right to require periodic reporting on the utilization or efforts at obtaining utilization that are being made by Contractor or Contractor's licensees or assignees; provided, that any such information as well as any information on utilization or efforts at obtaining utilization obtained as part of a proceeding under 35 USCS Section 203 will be treated by State as commercial and financial information obtained from a person and privileged and confidential and not subject to disclosure under 5 USCS Section 552.

(6) Contractor agrees that in the event a United States patent application is filed by or on Contractor's behalf or by any assignee of Contractor there will be included within such application and any patent issuing thereon, a statement specifying that the invention was made with State support and that State has certain rights in the invention.

(7) In the case Contractor is a nonprofit organization, (A) Contractor will prohibit the assignment of rights to a subject invention in the United States without the approval of State, except where such assignment is made to an organization which has as one of its primary functions the management of inventions (provided that such assignee will be subject to the same provisions as Contractor); (B) Contractor will share royalties with the inventor; (C) except with respect to a funding agreement for the operation of a Government-owned-contractor-operated facility, that the balance of any royalties or income earned by Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; (D) that, except where it proves infeasible after a reasonable inquiry, in the licensing of subject inventions will be given to small business firms; and (E) with respect to funding agreement for the operation of a Government-owned-contractor-operated facility, (i) that after payment of patenting costs, licensing costs, payments to

inventors, and other expenses incidental to the administration of subject inventions, 100 percent of the balance of any royalties or income earned and retained by Contractor during any fiscal year up to an amount equal to 5 percent of the annual budget of the facility, will be used by Contractor for scientific research, development, and education consistent with the research and development mission and objectives of the facility, including activities that increase the licensing potential of other inventions of the facility; provided that if said balance exceeds 5 percent of the annual budget of the facility, that 75 percent of such excess will be paid to State and the remaining 25 percent will be used for the same purposes as described above in this clause (D); and (ii) that, to the extent it provides the most effective technology transfer, the licensing of subject inventions will be administered by Contractor employees on location at the facility.

(8) The requirements of 35 USCS Sections 203 and 204 apply to this work.

(9) If Contractor does not elect to retain title to a subject invention in cases subject to this section, State may consider and after consultation with Contractor grant requests for retention of rights by the inventor subject to the provisions of 35 USCS Section 202 and regulations promulgated hereunder.

2021 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 **\$536,175**. Of that amount, **\$150,000** is requested from the Federal Highway Administration's Local Technical Assistance Program (LTAP). The remaining amount of **\$386,175** will be obtained from various state and local agencies as outlined in Attachment 3. Contract period is 16 months: January 1, 2021 to April 30, 2022.

Greg Vavra
SDLTAP Program Manager

Nadim Wehbe, PhD, PE
SDLTAP Director

Bruce Berdanier, PE, LS, FASCE, Dean
Jerome J. Lohr College of Engineering

Jim Doolittle, Associate VP
For Research & Sponsored Programs

**SOUTH DAKOTA LOCAL TRANSPORTATION
ASSISTANCE PROGRAM (SDLTAP)**

**WORK PLAN AND BUDGET
FOR CONTRACT YEAR 2021**

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INTRODUCTION

The South Dakota Local Transportation Assistance Program (SDLTAP) has now served local transportation agencies throughout South Dakota for 32 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 2021 SDLTAP Work Plan provides a brief summary of the services provided in the past year and plans for service and the methods of assisting our clients in the coming year.

The SDDOT Office of Research oversees the SDLTAP program and provides insight to the program, manages the financial and contractual agreements between the DOT, FHWA and SDSU, and approves out of state travel requests for LTAP staff. The Office of Research also provides office space for SDLTAP technical assistance providers who work from Pierre. Research Program Manager Dave Huft coordinates two semi-annual LTAP Advisory Board meetings attended by the entire SDLTAP staff, SDLTAP Advisory Board members, and various partners in the transportation industry.

The SDLTAP Advisory Board consists of members of various associations and organizations with which we have direct contact. The Advisory Board members represent:

- South Dakota Department of Transportation
- Federal Highway Administration
- South Dakota Association of Counties
- South Dakota Municipal Street Managers Association
- South Dakota Associated General Contractors
- South Dakota Association of Towns and Townships
- American Public Works Association
- Great Plains Tribal Chairman's Association
- South Dakota Association of County Highway Superintendents
- South Dakota Engineering Society.

The Advisory Board oversees the LTAP program and offers input as to what LTAP is doing positively and where the individual groups would like to see improvements or opportunities for their customers. Advisory Board meetings are held to update members on current activities and reflect on results following the previous meeting.

REVIEW OF SDLTAP ACTIVITIES IN 2020

As of November 1, 2020, SDLTAP conducted or actively participated in 43 training sessions in 2020. The data compiled thus far shows 2,923 people participated in 3,363 cumulative hours of training. In order to accomplish this, significant use of partnerships continues to be a great help to SDLTAP. Our greatest support is from the SDDOT, which allows access to their video conference network, works with us to develop and provide training, coordinates communication and meetings with our Advisory Board, 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 2021, 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 2020, 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 the area of aggregate quality to many agencies in 2020. 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:

- 1) Proposed access and problems with existing agribusiness access routes, which nearly always involve impact on the surface from heavy trucks, but sometimes safety and geometry issues as well.
- 2) Aging, failing culverts and small structures on the local road system are becoming a very big issue. We estimate requests for information on this matter doubled this past year.
- 3) General road safety issues ranging from simple questions on sign installation to realignment of road sections to correct safety problems.
- 4) Assistance with processes such as gravel road reshape, placing new surface gravel and the correct way of preparing the surface for stabilization.
- 5) Assistance in assessing road conditions and making presentations to commissions and councils.
- 6) Providing resources and information to elected officials to help guide decisions which will impact their respective organizations moving forward.

SDLTAP coordinated three conferences in 2020. In February, SDLTAP managed the 59th Annual SD Asphalt Conference in Pierre, SD. The conference was well received, with 181 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 was to host the 35th Annual Regional Local Road Conference in Rapid City, SD. Although all the planning and registration was complete for this conference, it was ultimately cancelled due to the COVID-19 Pandemic. We will move forward with plans to host the 2021 Regional Local Road Conference in Sioux Falls in October 2021. Our hope is to build on the past and bring a new group of individuals and vendors to the conference with the move to Sioux Falls. 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 2021. Finally, in December, SDLTAP coordinated the annual SD Association of Towns and Townships Annual Meeting, which will be held in Huron on December 4-5. 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 2021.

HOW SDLTAP WILL DELIVER ITS SERVICES IN 2021

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 2020. 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 continue to grow. Partnerships with other organizations will continue to be a critical link to reach customers and to provide some financial and logistical support. Our primary partner continues to be SDDOT and its Office of Research.

Working with Mr. David Huft, SDDOT Research Program Manager, and the Local Government Assistance Office, we will continue to coordinate many activities with the SDDOT.

Use of SDDOT sites on the Dakota Digital Network in-state video conferencing system for access to 14 sites will be continued across the state at no charge. The reduction in travel for virtually anyone to less than 75 miles to participate in training is a great benefit. Using the same sites, we will continue to use the Transportation Learning Network (TLN) to both deliver and receive training cooperatively with four other states – CO, ND, WY, and MT. Other web-based training will be used as opportunities arise. We continue to evaluate this with special attention to the topic and time needed for delivery. Web-based delivery does not work for all topics and does not suit all presenters. A survey was completed to look at our customer's desires on how we operate the TLN sites. It was unanimous that our customers would like LTAP to host sites and make sure the connection is fully functional.

On-site training, either in the classroom, or in the field will continue. A mix of training delivery is necessary to serve SDLTAP customers. Classroom followed by field training has proven to be the most effective way to convey information. We will carefully evaluate how to be as effective as possible in time allocation, location and content of our training. Gravel road related training will continue to be our 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 2021, 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 2021.

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 2021 to accommodate special requests from our customers, such as more requests for on-site evaluation of road surfaces, culverts, traffic safety issues, right-of-way problems to name a few. This often leads to follow-up requests to attend commission, council or board meetings which are often held in the evenings to present recommended solutions. As in the past, we continue to recognize it may be difficult to sustain all of the service we are promising to our customers. We will strive to be as efficient as possible in scheduling training, making sure advertising reaches everyone who may wish to attend to avoid duplicate requests for the same service by a neighboring agency and use electronic delivery when possible.

Once again, the plans we have for serving our customers can only happen with good partnerships. We remain committed to maintain or build partnerships with others to serve our customers. At the same time, we will strive to avoid unethical situations such as allowing a corporate sponsor to use a training forum to exclusively promote their product. Our primary partners are:

- SD Department of Transportation
- SD Association of County Highway Superintendents (SDACHS)
- SD Association of Towns and Townships (SDATAT)
- SD Street Maintenance Managers Association (SDSMMA)
- SD Counties (County Commissioners & County Officials)
- SD Associated General Contractors–Highway & Heavy Construction 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 2021. From these activities, we not only maintain direct contact with our customers, but also gain valuable input for future training needs and technical assistance. Support will also be given to the SD County Association, South Dakota Towns and Townships and Municipal League Annual Conventions, along with the Elected Official's Workshops.

SDLTAP is planning to see an increase in visits and training opportunities with the closing of the TTAP centers nationwide. Although a new program is in place to support the Tribes, our relationship with the Tribes has led them to LTAP for their training needs. With the geographic diversity of the tribes, it will require some additions to our training curriculum as well as staff time devoted to ensuring their needs are being met.

We continue to explore delivery of more service via our website, but strict content supervision is still an issue in that area. Our Facebook page has proven to be a great tool for keeping our customers aware of our services and activities. Our toll free number and generic email address sdltap@sdsstate.edu will continue to be available for any LTAP customer to reach us for direct technical assistance.

ACTIVITY PLAN TO ADDRESS THE FOUR FHWA FOCUS AREAS FOR LTAP/TTAP

1. ROADWAY AND WORKER SAFETY

- a. Conduct Mine Safety and Health Administration (MSHA) compliance training in ±35 locations across SD in partnership with Safety Benefits, Inc.

- b. Offer both Work Zone and Routine Traffic Control training as an in-house seminar upon request.
- c. Advertise the ATSSA Northland Chapter's "How To" Safety Conference.
- d. Advertise appropriate highway and worker safety courses offered via the TLN.
- e. Do additional work on documentation of safety issues on local roads to improve our training visuals and content.
- f. Support the SDDOT Transportation Safety Conference.
- g. Emphasize safety in every presentation that is applicable.

2. INFRASTRUCTURE MANAGEMENT

- a. Continue to partner with the SDDOT Office of Research to update cost data in the Surface Selection Criteria Study previously published in 2004.
- b. Work with NDSU to deliver an online platform for our customers to evaluate costs of doing business and to more accurately define costs in their five-year plans.
- c. Continue to work on developing resources and training 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 2021 SD Asphalt Conference. Andrew will serve as the conference coordinator and three of our staff members will serve on the planning committee. All are actively involved in recruiting speakers and/or making presentations.
- f. Continue to study the impact of Agribusiness and Industrial and Commercial Development on SD local roads and streets. We continue to add to our training resources on this topic and will present updated information as opportunities arise.
- g. Share results of the SDDOT Gravel Guidelines project with all customers and work towards a final report with the contractor.

3. WORKFORCE DEVELOPMENT

- a. Provide training in fundamental design and material specifications as requested.
- b. Provide hands-on instruction on surface maintenance of gravel surfaced roads along with rehabilitation if requested.
- c. Provide Management training if requested. (This has been a great challenge. We see the need for this, but customers often do not.)

- d. Conduct department visits to all new highway superintendents to make them aware of LTAP services.
- e. Assist the SD Association of County Highway Superintendents with training and oversight of the exam for the SD Highway Superintendent Certification Program.

4. MISCELLANEOUS SERVICE

- a. Maintain our toll-free number for our customers, other LTAP/TTAPs, or others to reach us for assistance.
- b. Hold a staff/team development activity twice annually.
- c. Continue promoting social media in delivering information on our Facebook site.
- d. Continue to serve as conference coordinator and host the Regional Local Road Conference to be held in Sioux Falls, SD in 2021. 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 14.

ATTACHMENT 1: SDLTAP STAFF

Office and Administrative Staff:

Dr. Nadim Wehbe, P.E., Director
 Mr. reg 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 Mountain Plains Consortium (MPC) University Transportation program 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).



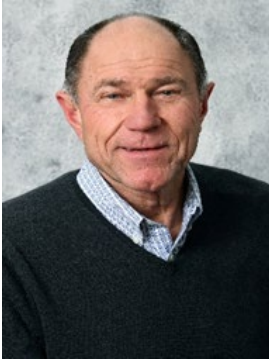
Greg Vavra—In October 2012, Greg started as SDLTAP's Field Services Manager and became Program Manager in October 2015. He previously worked as Jerauld County's Highway Superintendent for 18 years and has served as Mayor of Wessington Springs for the past 13 years. Greg provides technical assistance 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 ½ years for SDSU in the Division of Technology & Security as a Budget Assistant. Prior to working for SDSU, she worked in various administrative and accounting positions in Brookings. Trudy has an Associate's Degree in Executive Secretarial from Nettleton College, Sioux Falls, SD.



Cliff Reuer—Cliff worked for the SDDOT for 40 years as a Field Technician, Highway Beautification Agent, Maintenance Analyst, Project Engineer, Traffic and Safety Engineer and at the Office of Project Development. He has a Bachelor of Science degree from SDSU in Agricultural Business (Economics). Cliff has received specialized training from Northwestern University – Traffic Institute at Evanston, IL, training from the Institute of Transportation Engineers (ITE) and from the FHWA. Cliff joined SDLTAP in 2010



Chuck Fromelt—Chuck joined SDLTAP in June 2015 and has a life-long background in the road and bridge environment. Chuck holds an AAS in Civil Engineering Technology from the ND State School of Science. He has 22 years of experience as a certified Day County Highway Superintendent and has eight years of experience leading and managing the construction, development, and designs for Waste Management and Tricon-Kent Construction. Chuck was president of the SD Association of County Highway Superintendents (SDACHS) and has served as a committee member of Bylaws and Resolutions of SDACHS, and as an executive board member of SDACHS.



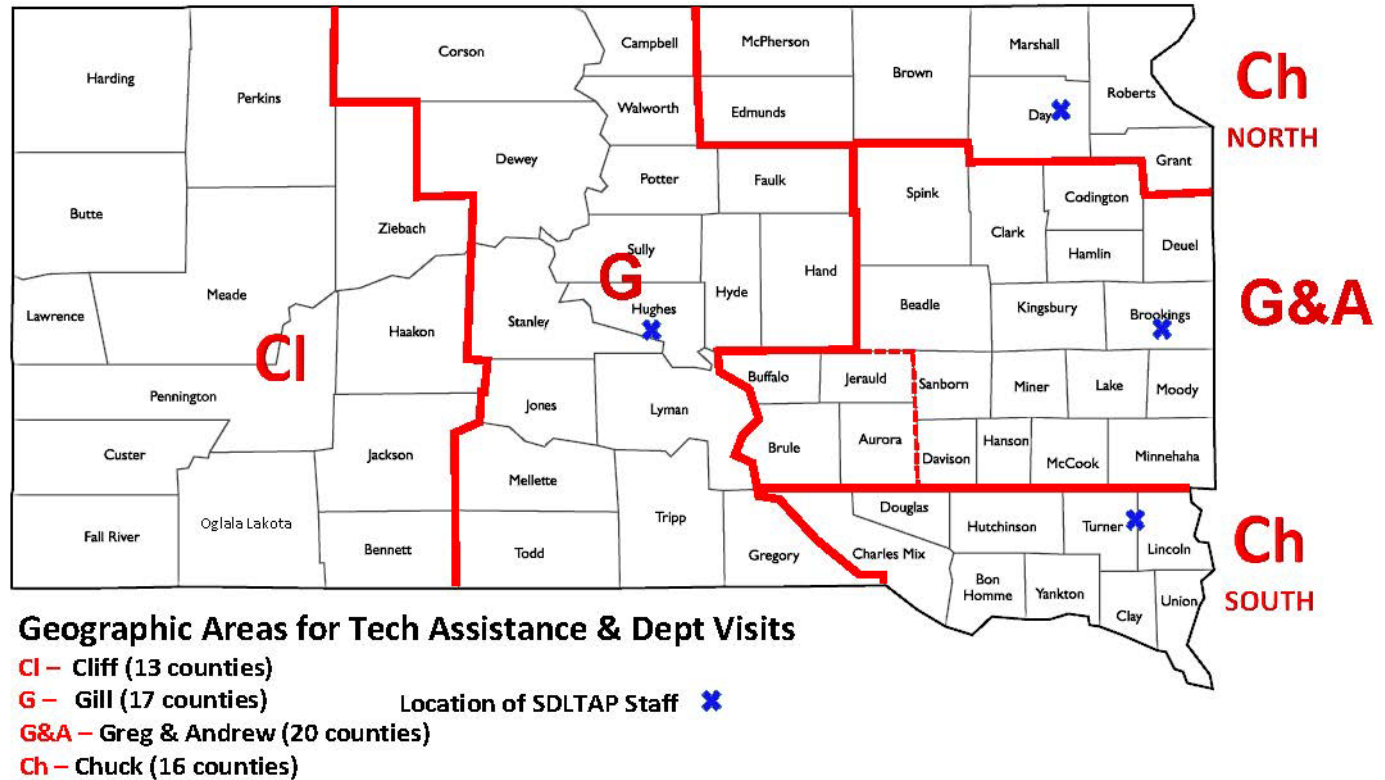
Gill Hedman—Gill joined SDLTAP in July 2017 and has been involved in road and bridge for many years. Gill is a graduate of the South Dakota School of Mines in 1975 with a BS in Civil Engineering, Gill worked 29+ years with South Dakota Department of Transportation the last 25 as Pavement Design Engineer specializing in pavement design, pavement rehabilitation, and pavement preservation activities.

Staff Changes:

Dr Nadim Wehbe joined SDLTAP June 22, 2020 as the new Program Director with the retirement of Dr Rich Reid.

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.



ATTACHMENT 3: PROPOSED BUDGET FOR 2021 CALENDAR YEAR

SALARY AND WAGES		SDSU		SDDOT	Total
		Billed	Donated	Donated	
Director (N. Wehbe) (Less 10% Donated)	0.10	10,514	7,009		\$17,523
Program Manager (Vavra)	1.00	70,908			\$70,908
Program Assistant (Anderson)	1.00	39,720			\$39,720
Field Services Manager (Peterson)	1.00	63,799			\$63,799
Technical Assistance Provider (Fromelt)	0.40	19,921			\$19,921
Technical Assistance Provider (Reuer)	0.40	22,980			\$22,980
Technical Assistance Provider (Hedman)	0.40	18,864			\$18,864
SDDOT Contact (Huft)	0.05			5,342	\$5,342
SDDOT Contact (Lassle)	0.05			1,580	\$1,580
Subtotal	4.40	246,706	7,009	6,922	\$260,637
FRINGE BENEFITS		SDSU		SDDOT	Total
		Billed	Donated	Donated	
SDSU (15.0%+10,809/FTE) -- PT FTE/Fringe at 9%		66,268	1592		\$67,860
SD DOT (58.5% S&W)				4,049	\$4,049
Subtotal		66,268	1,592	4,049	\$71,909
TRAVEL & PER DIEM		SDSU		SDDOT	Total
		Billed	Donated	Donated	
National/Regional LTAP Travel		15,000			\$15,000
All Other Travel-Training & Tech Assistance		15,000			\$15,000
Advisory Board		500			\$500
Subtotal		30,500	0	0	\$30,500
VEHICLES		SDSU		SDDOT	Total
		Billed	Donated	Donated	
Car Lease at SDSU		16,800			\$16,800
Car Lease in Pierre		9,600			\$9,600
Subtotal		26,400	0	0	\$26,400
PUBLICATIONS AND POSTAGE		SDSU		SDDOT	Total
		Billed	Donated	Donated	
Newsletters & Marketing		1,000			\$1,000
Subtotal		1,000	0	0	\$1,000
OTHER DIRECT COSTS		SDSU		SDDOT	Total
		Billed	Donated	Donated	
Supplies & Copying		1,500			\$1,500
Telephones		3,840			\$3,840
Meeting Rooms		1,500			\$1,500
National LTAP Dues		750			\$750
Publications & Videos		2,000			\$2,000
Training Consultants		12,000			\$12,000
Training Computers & Equipment		5,000			\$5,000
Subtotal		26,590			\$26,590
TOTAL DIRECT COSTS		397,464	8,601	10,971	\$417,036
INDIRECT COSTS		SDSU		SDDOT	Total
		Billed	Donated	Donated	
SDSU (28%) total direct billed & (1.34%) donated costs		111,290	5,326		\$116,616
SDSU (29.34%) of total direct donated costs			2,523		\$2,523
Subtotal		111,290	7,849	0	\$119,139
GRAND TOTAL by Organization		508,754	16,450	10,971	\$536,175
FUNDING SOURCES		AMOUNT	PERCENT		
FHWA Local Technical Assistance Program		\$150,000	27.98%		
SD Local Road & Bridge Fund		\$358,754	66.91%		
SDSU (donated)		\$16,450	3.07%		
SDDOT (donated)		\$10,971	2.05%		
TOTAL COSTS		\$536,175	100.00%		

ATTACHMENT 4: ANNUAL WORK PLAN ADDENDUM

LTAP Center: South Dakota

Period of Performance: October 1, 2020 – December 31, 2020

Address the following components (only address time period of addendum):

- No change in center personnel or 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. Due to covid-19 we know these numbers will be significantly lower than previous years. The training groups are limited in numbers only doing small groups 3-10 people at a time will significantly impact overall training numbers and personnel trained.

TRAINING

Six training courses will be presented during the fourth quarter of CY2020:

Course Title	Delivery Method	Duration (hours)	Delivery Period (month/year)	Delivery Location	Trainer/ Organization
New Supt Cert.	In Person	6	Oct 2020	Pierre	SDLTAP
Motor Grader	In Person	8	Oct & Nov 2020	Multiple	SDLTAP
Flagger	In Person	3	Oct 2020	Watertown	SDLTAP
Region Training	In Person	6	Nov & Dec 2020	Multiple	SDLTAP
SD Association of Towns and Townships	In Person	8	Dec	Huron	SDLTAP
Snow and Ice	In Person	3	Dec	Multiple	SDLTAP

BUDGET

We expect to expend approximately 25% of the CY2020 budget during this quarter of the year. Exact expenditure amounts will not be known until mid-January 2021.

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 5 – U
DATE: December 9-10, 2020

SUBJECT

SDSU Airport Hangar Update

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

At the August 2020 BOR meeting, SDSU presented a Preliminary Facility Statement for a new Airport Hangar. During the discussion at that meeting, it was suggested that SDSU look for options to lease hangar space or have another party build the hangar space and then lease it to SDSU. In response to those suggestions, SDSU has verified that there is no current hangar space available for rent in Brookings. In addition, SDSU started discussions with the SDSU Foundation and are looking at options including acquiring an existing hangar, if one can be found, or having the SDSU Foundation or someone in the private sector build a hangar to lease back to the university.

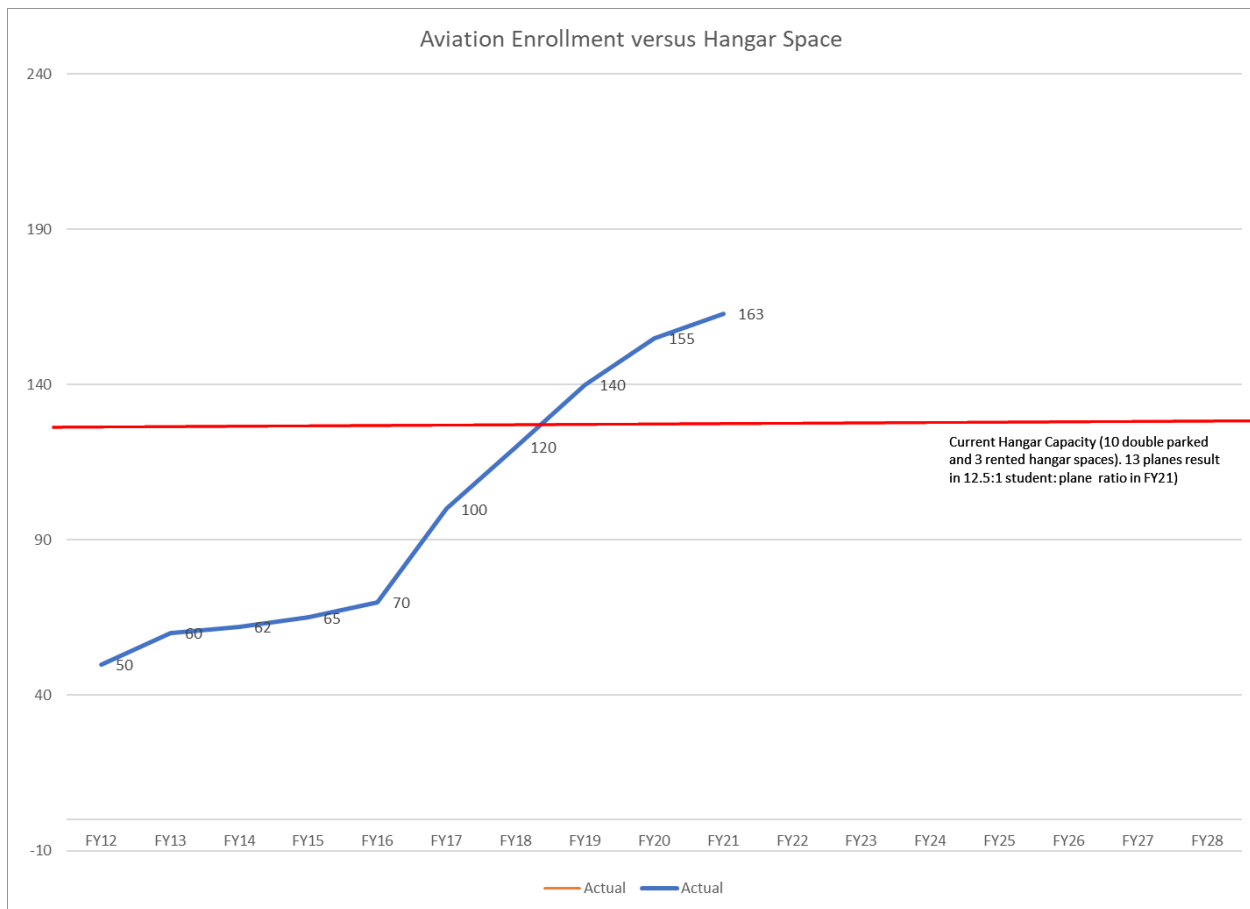
As discussed at the August meeting, the aviation program currently occupies a hangar at the Brookings Municipal Airport, which is owned and operated by the University. This hangar is designed to store 6 airplanes but is currently storing 10. In addition, SDSU is storing 3 airplanes in rented spaces. While a ratio of 8:1 students to aircraft would allow for maximum flexibility and student flight time, the SDSU program has set a goal of 10:1, which, with careful management, still allows for students to progress through the program in a timely manner and maintains cost effectiveness.

(Continued)

INFORMATIONAL ITEM

Current enrollment in the SDSU Aviation Education program is 163 and the program has 13 aircrafts. Based on the 10:1 goal for airplanes SDSU would currently have space for 130 aircrafts which would result in a capacity for 130 students in the program, if SDSU maintained this ratio. The current enrollment (163) and the available hangar spaces (13) result in a 12.5:1 ratio due to the limitations in hangar space.

In order to address the limitation the lack of hangar space imposes on the enrollment of the program, SDSU plans to continue to explore options for existing hangars and the potential to enter into a lease agreement with the SDSU Foundation or other entity.



IMPACT AND RECOMMENDATIONS

The purpose of this item is to make the Board aware of SDSU's intent to explore additional options for the airport hangar, as was recommended at the August 2020 BOR meeting.

ATTACHMENTS

None

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 5 – V (1)
DATE: December 9-10, 2020

SUBJECT

BOR Policies 2:29 and 5:6 – FICA/Re-Employment Exemptions (Second Reading)

CONTROLLING STATUTE, RULE, OR POLICY

None

BACKGROUND/DISCUSSION

At the June 2020 BAC meeting, the BOR Shared Payroll Center (SPC) requested a change to BOR Policy 5:6 – Student FICA Exemption. The purpose was to align with BOR Policy 2:29 – Definition of Credits and Related Institutional Requirements and IRS Regulations, IRC Section 3121(b)(10) – Student FICA Exception. SPC also recommended addressing Re-employment Exemptions (previously known as Unemployment) in BOR Policy 5:6 to align with the standards used for FICA Exemptions.

IRS Regulation on FICA Exemption

IRS Section 3121(b)(10) (Student FICA Exception) and Revenue Procedure 2005-11 provides an exemption from FICA contributions for students employed by a university that are enrolled and *regularly attending classes* at the school. Rev. Proc 2005-11, 2005-1 C.B. 307, sets forth new guidelines for determining an education institution and whether an individual is a student at an institution of higher education for purposes of the student FICA exemptions.

- The guidelines state an individual who is a half-time undergraduate student or a half-time graduate or professional student (half-time student) will qualify for the student FICA exception, provided that the individual is not a professional employee of the institution.
- Guidelines go on to state that an individual, who is a half-time student, and not a career employee, may qualify for the student FICA exception.
- A half-time undergraduate student is an enrolled student who is carrying a half-time academic workload, as determined by the institution that amounts to at least half of

(Continued)

DRAFT MOTION 20201209_5-V(1):

I move to approve the second and final reading of the proposed BOR Policies 2:29 – Definitions of Credits and Related Institutional Requirement and 5:6 – Student FICA and RA Exemption, as presented.

the workload of the applicable minimum requirement outlined in the definition of a full-time student.

FUTA (Federal Unemployment) Tax – Publication 15

States that “students enrolled and *regularly attending classes*, performing services for public school, college or university” are exempt from FUTA taxes. Due to not having a clear definition of this under State Statute for State Re-employment, the recommendation for Student Re-employment exemptions shall follow the Federal guidelines.

BOR Policy 2:29 - regarding student half-time status

Definition of credits and related institutional requirements states that half-time status for active students is as follows:

Undergraduate		Graduate	
Fall, Spring & Summer	6 credits	Fall, Spring & Summer	5 credits

Current BOR Policy 5:6- Student FICA Exemption

This policy currently states that an active student must have the following course load status for determining FICA Exemptions:

Undergraduate		Graduate	
Fall & Spring	9 credits	Fall & Spring	5 credits
Summer	5 credits	Summer	3 credits

BAC voted to approve the recommended changes as presented by SPC.

IMPACT AND RECOMMENDATIONS

This policy has been discussed with campus leadership, including human resources and financial aid leadership, the Academic Affairs Council, and the Business Affairs Council.

There have been no substantive changes to the policies since the first reading at the October Board of Regents meeting. The staff recommendation is to approve the second and final reading of BOR Policies 2:29 – Definitions of Credits and Related Institutional Requirements and 5:6 - Student FICA and RA Exemption.

ATTACHMENTS

Attachment I – Policy 2:29 – Definitions of Credits and Related Institutional Requirements

Attachment II – Policy 5:6 – Student FICA and RA Exemption

SOUTH DAKOTA BOARD OF REGENTS**Policy Manual**

SUBJECT: Definition of Credits and Related Institutional Requirements

NUMBER: 2:29

1. Undergraduate

A. Purpose

- 1) Expose students to the knowledge, competencies, and experience deemed essential for degrees conferred by the institution.
- 2) Certify that students have met institutional standards.
- 3) Provide faculty with the basis to act as a reference for students seeking employment.

B. Definitions

1) Credits in Residence

A Credit in Residence within the Board of Regents system is a course offered by any of the degree-granting Regental institutions at any approved site using any approved method of delivery.

2) Institutional Credits

An institutional credit is a credit offered by the degree granting institution and includes credits that are part of a formal collaborative agreement between that institution and another Regental institution.

3) Validated Credits

Credit earned for college-level courses by validation methods such as Credit by Exam, CLEP, AP, portfolio, etc. within the Regental system will not be considered “credits in residence.”

C. Institutional Credit Requirements for Degree-Seeking Students

- 1) Each baccalaureate level degree program offered shall require one hundred twenty (120) credit hours and each associate level degree program offered shall require sixty (60) credit hours. Exceptions may be granted for those cases in which a program must comply with specific standards established by external accreditation, licensure or regulatory bodies or for other compelling reasons approved by the executive director in consultation with the Board of Regents' president. All new programs proposed after January 1, 2012 will comply with this requirement and all existing programs will be modified to conform to this requirement by June 30, 2012.

- 2) Minimum number of credit hours that must be earned from the institution granting the degree:

Baccalaureate	30 hours
Associate	15 hours

- 3) Number of the last credit hours earned preceding completion of the degree that must be earned from the institution granting the degree:

Baccalaureate	15 of the last 30 hours
Associate	8 of the last 15 hours

The campus chief academic officer may make exceptions to this requirement in those cases where there are unique factors, such as participation in an approved study abroad program or in other similar authorized experiences.

- 4) Minimum number of credit hours specified in the major or minor requirements that must be completed at the degree granting institution: 50 percent. However, this requirement may be waived for students enrolled in the set of majors offered at the system's Centers which include in the established programs of study common courses offered by one of the other Regental universities. In addition, the Vice President for Academic Affairs/Provost may make exceptions to this requirement for individuals based on the student's prior learning experiences.
- 5) With prior approval by the Board of an authorizing inter-institutional agreement degree seeking students at one institution may complete requirements for and may have transcribed a major offered at the partner Regental institution. This major will be recorded on the student's transcript in conjunction with a degree/major at the student's home university. These majors from a second institution will only be recorded on the transcript in conjunction with a degree and major at the student's home institution.
- 6) Degree seeking students may complete requirements for a minor at any Regental university that has been approved to grant that minor. This minor will be recorded

on the transcript in conjunction with a degree/major at that university or a degree/major at any other Regental university. A minor will only be recorded on the transcript in conjunction with a degree and major.

- 7) Student course load status is based on the number of credit hours for which a student is enrolled (this applies to fall, spring, and summer semesters).

½ Time Status	6 credit hours minimum
¾ Time Status	9 credit hours minimum
Full Time Status	12 or more credit hours
Overload Status	19 or more credit hours.

To be eligible for overload status, a student must have a 2.70 cumulative grade point average and approval by the Dean of the student's division/college at the home institution.

- 8) Undergraduate Student Course Load Status for Determining FICA Exemptions and Exemptions from South Dakota Re-Employment: For the purposes of determining undergraduate student employee exemptions under §31.3121(b)(10) of the Federal Insurance Contributions Act (FICA) and Revenue Procedure 2005-11, undergraduate students must take a minimum of 96 credit hours in the fall ~~and~~ , spring and summer terms ~~or 5 credit hours in the summer term~~. Exemptions from South Dakota Re-Employment should follow the same guidelines as FICA Exemptions in accordance with FUTA standards. See also Board Policy 5:6.

2. Graduate

A. Purpose

Recognizes that graduate education is an in-depth study of the major field that relies upon interactions both in and out of the classroom and is not just a collection of courses.

Ensures that the student develops a mentoring relationship with the faculty, benefits from the collective experiences of the students in the program, and is immersed in the intellectual atmosphere of the program derived from the special expertise of the faculty.

B. Definitions

1) Credits in Residence

A Credit in Residence within the Board of Regents system is a course offered by any of the degree-granting Regental institutions at any approved site using any approved method of delivery.

2) Institutional Credits

An institutional credit is a credit offered by the degree granting institution and includes credits that are part of a formal collaborative agreement between that institution and another Regental institution.

C. Institutional Credit Requirements for Degree-Seeking Students

- 1) Minimum percentage of credit hours in the graduate degree program that must be completed from the institution granting the degree: 60 percent.
- 2) Maximum percentage of credit hours in the graduate degree program that may be required from the institution granting the degree: 75 percent.
- 3) Program may require that certain courses be completed from the institution granting the degree. Courses that must be completed from the institution granting the degree must be specified in the institution's graduate catalog.
- 4) When the requirements set by a specialized accrediting agency exceed the BOR requirements, those of the specialized accrediting agency take precedence.
- 5) To be eligible for overload status, a student must have approval by the Graduate Dean at the student's home institution. The Graduate Dean at the home institution may certify that a student enrolled for less than 9 credit hours is to be considered full time for purposes of awarding assistantships and tuition reduction.
- 6) Graduate student course load is based on the number of credit hours for which a graduate student is enrolled. Each institution determines graduate course load status based on individual program requirements.
- 7) Graduate Student Course Load Status for Determining FICA Exemptions and Exemptions from South Dakota Re-Employment: For the purposes of determining graduate student employee exemptions under §31.3121(b)(10) of the Federal Insurance Contributions Act (FICA) and Revenue Procedure 2005-11, graduate students must take a minimum of 5 credit hours in the fall, ~~and~~ spring, and summer terms ~~or 3 credit hours in the summer term~~. Exemptions from South Dakota Re-Employment should follow the same guidelines as FICA Exemptions in accordance with FUTA standards. See also Board Policy 5:6.

SOURCE: BOR, January 1999; BOR, August 2002; BOR, June 2004; BOR,

August 2005; BOR, May 2009; BOR, October 2011; BOR, December 2011; BOR, December 2013; BOR, April 2015; **BOR, December 2020.**

SOUTH DAKOTA BOARD OF REGENTS**Policy Manual**

SUBJECT: Student FICA Exemption

NUMBER: 5:6

A. PURPOSE

To clarify student eligibility for the FICA tax exemption.

B. DEFINITIONS

1. **Federal Insurance Contribution Act (FICA):** FICA is the federal program that funds Social Security retirement and Medicare benefits.

C. POLICY

IRS regulations (31.3121(b)(10) of the Federal Insurance Contributions Act (FICA) and Revenue Procedure 2005-11 provides an exemption from FICA contributions for students employed by a university that are enrolled and regularly attending classes at the school. To qualify for the exemption, the educational aspect of the relationship between the student employee and the employer, as compared to the employment aspect, must be predominant.

1. Eligibility

- 1.1. Students who are working that are not full-time employees, based on standard employee definitions may be eligible for the exemption. Student employees that must be licensed are considered professional employees, or that are receiving employee benefits are not disqualified, although these criteria should be considered when looking at all the facts and circumstances in determining the predominant aspect of the relationship.
- 1.2. The predominant aspect of the relationship must be that the student is regularly attending classes at the school in pursuit of a course of study. This determination must be made each academic term. The class load and workload must be considered together to determine which is predominant.
- 1.3. A relevant factor in evaluating the student's course load is the load relative to a full-time course workload at the school. This determination is made based on the regular definitions and practices of the school.
- 1.4. A relevant factor in evaluating the service or work relationship is the employee's work schedule and the number of hours worked per week. As the number of hours approach 40, the likelihood is that the service aspect is predominant.

2. Course Load Status For Determining FICA Exemptions

- 2.1. An undergraduate student must be actively enrolled in the following number of credits to be considered for the FICA exemption:

Fall, ~~and~~ Spring & Summer ~~96~~ Credit Hours

~~Summer~~ ~~5~~ Credit Hours

- 2.2. A graduate student must be actively enrolled in the following number of credits to be considered for the FICA exemption:

Fall, ~~and~~ Spring & Summer 5 Credit Hours

~~Summer~~ ~~3~~ Credit Hours

3. Payroll Operation

- 3.1. The student must be enrolled in the minimum number of credits at the start of the term to be eligible for the FICA exemption. If a student is not enrolled for the minimum numbers of hours for the academic term, they would not be exempted from FICA.
- 3.2. If the student subsequently enrolls for the minimum number of hours after a payroll is run and becomes eligible for the FICA exemption, corrections cannot be made to previous payrolls.

FORMS / APPENDICES:

None

SOURCE:

BOR April 2015, October 2018, December 2020.

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 5 – V (2)
DATE: December 9-10, 2020

SUBJECT

BOR Policy 5:5:4 – Tuition and Fees: Fees (Second Reading)

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 5:5:4](#) – Tuition and Fees: Fees

BACKGROUND/DISCUSSION

For the purposes of this policy change, BOR Policy 5:5:4 is specifically looking at Section 1.7, International Fees.

An international student fee is assessed to all international students on F-1 and J-1 visas who are enrolled on campus for credit at a South Dakota public university in the fall and spring semesters. For FY21, that fee is \$150.00. The primary purpose of the international student fee is to cover universities' expenses associated with international students, including the federal tracking requirements for international students through the Student and Exchange Visitor System (SEVIS program). As noted on the [US Immigration and Customs Enforcement](#) website:

SEVIS is “a web-based system for maintaining information on international nonimmigrant students and exchange visitors in the United States. It is the core technology for the DHS in this critical mission. SEVIS implements Section 641 of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, which requires DHS to collect current information from nonimmigrant students and exchange visitors continually during their course of stay in the United States. In addition, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act; Public Law 107-56, amended Section 641) mandated implementation of SEVIS prior to Jan. 1, 2003.

(Continued)

DRAFT MOTION 20201209_5-V(2):

I move to approve the second and final reading of the proposed revisions to BOR Policy 5:5:4, as presented in Attachment I.

The international student fee has been charged only during the academic year, excluding the summer, since the first year of its implementation in fall 2012, which was noted on the SDBOR tuition and fees schedule. Students are not required to enroll during the summer term by federal law and therefore, do not require tracking in SEVIS. The exception to this is for students who are enrolling for the first time in the summer term, which is not common. When students are not required to be tracked in SEVIS, they are also not charged the fee. This policy change reflects the actual practice or the application of the fee.

IMPACT AND RECOMMENDATION

System international student staff members submitted the policy revisions which are intended to clarify fee assessment and compliance with federal tracking requirements. This policy has been forwarded for review to our system accounts receivable staff member, has been reviewed by the Academic Affairs Council and the Business Affairs Council. The recommendation from these councils is that the Board of Regents approve the policy clarification/change.

There have been no additional edits made since the first reading of the policy at the October Board meeting.

ATTACHMENTS

Attachment I – Proposed Revisions to BOR Policy 5:5:4

SOUTH DAKOTA BOARD OF REGENTS**Policy Manual****SUBJECT:** Tuition and Fees: Fees**NUMBER:** 5:5:4

A. PURPOSE

To identify the fees and charges assessed by the universities.

B. DEFINITIONS

1. **Charge(s):** Charges relate to an elected activity and cannot be mandated by the university. Miscellaneous field trip expenses and services from an outside vendor are the only acceptable charges related to courses.
2. **Fee(s):** The surcharge beyond tuition, whether per credit hour, per semester, or annual, necessary to cover the costs associated with a course above and beyond tuition. There are four classes of fees: Mandatory Fees, Fees for Service, Discipline Fees, and Off-Campus Delivery Fees.
3. **Discipline Fee:** A per credit hour or semester fee to support high cost disciplines.
4. **Mandatory Fees:** Fees charged to all students on-campus on a per credit or semester basis.
5. **Fees for Service:** A fee charged for a specific service performed at the request of a student.
6. **Off-Campus Delivery Fees:** A fee that supports the costs of delivering a program offered via distance or at an off-campus location.

C. POLICY**1. Fees**

The Board has authorized the universities to assess certain fees and to retain the revenue for the specified uses. An institution shall not assess any fee for any special purpose unless authorized by the Board. Information about approved fees shall be available on the Board's webpage and on the university websites.

1.1. General Activity Fee (GAF)

The general activity fee is a mandatory fee that supports student functions related to the co-curricular activities and operations and payment of debt incurred for the construction, maintenance, repair, and equipping of student unions, athletic facilities and wellness facilities as approved by the Board. Examples of activities funded by GAF are student organizations, cultural events, homecoming, student government, yearbooks, student newspapers, campus radio and television stations, child care,

student activities, athletics, intramurals, student health services, and the operational and debt expenses for student unions.

1.1.1. Student Representation on General Activity Fee Committee: There shall be at least a simple majority of students on the committees that recommend to the president the rates and allocation of the general activity fee. The president of the institution has the approving authority for the final recommendation to the Board.

1.1.2. A request above inflation for a GAF fee increase should include the following:

- Open student hearings that include the proposed annual cost increase and an explanation of what the funds will be used for.
- An explanation of student reaction and level of support based on student body surveys for the fee increase.

1.1.3. The general activity fee shall be assessed on all on-campus credit hours.

1.1.3.1. Universities are authorized to waive the general activity fee for anyone enrolled in a workshop.

1.2. Computer Lease Fees

The computer lease fee is used to cover the cost to lease laptops/tablets for full-time on-campus students.

1.2.1. Undergraduate students attending DSU will pay a per semester computer lease fee. 1.2.2. Undergraduate students attending SDSM&T will pay a per semester computer lease fee.

1.3. Discipline Fees

1.3.1. Discipline fees shall be used to purchase instructional equipment and supplies and pay other operating costs for high cost disciplines. The funds are also available to supplement salaries for faculty within the discipline. The dollars should be used such that they benefit the students enrolled in that discipline

A complete listing of approved discipline fees shall be available on the Board's webpage, each university's website, and at the Executive Director's Office. All discipline fees must be approved by the Board.

1.4. Undergraduate Application Fee

Students will be assessed the application fee for each university to which they apply as a degree-seeking student. Students taking courses as a non-degree seeking student will not be assessed the application fee until they are accepted as a degree seeking student.

1.4.1. Military personnel that have dropped out due to a call to active duty for a period exceeding the three previous terms are eligible for a waiver.

1.4.2. Any student that attended a Regental institution in the three terms prior to the term of the application is eligible for a fee waiver.

1.5. Graduate Application Fee

The fee will be assessed once when a student applies to the graduate school. The student will have to pay again if he/she switch institutions and/or he/she dropped out for more than three terms and have to reapply. Students attending as non-degree seeking students will not be assessed the application fee until accepted as a degree seeking student.

1.6. Transcript Fee

Students shall be assessed the transcript fee for each official copy of their academic record. The revenues will be used to cover the cost of the e-transcript processing center as well as to cover local processing costs. Students have the ability to generate unofficial copies of their transcript or will be provided one at no charge. Campuses may charge to cover postage or for multiple copies.

1.7. International Student Fee

All F-1 and J-1 international students enrolled on campus for credit at a South Dakota public university shall be charged the International Student Fee each academic term in which they are enrolled, excluding the summer term. The fee will be assessed to degree-seeking students, exchange and visiting students, English as a Second Language (ESL) students, and any international students enrolled under a cooperative agreement with a foreign institution. Students in F1 or J1 status are not required to be full-time in the summer term and therefore no federal tracking is required. In the event an international student with an F1 or J1 visa enrolls via distance from another state, or for a single course, such as a field camp, we have no tracking responsibility for the student, and the fee will not be assessed.

1.8. Northern State University Exchange Program Fee

Beginning with summer 2016 term, foreign exchange students attending NSU under any agreement will pay the exchange program fee in addition to the General Activity Fee (GAF).

1.9. Housing and Food Service

The Board shall approve all food service plans and housing plans for standard semesters and the weekly summer room rates.

1.10. Off-Campus Delivery Fees

Universities may assess approved off-campus delivery fees to support the incremental costs of additional equipment, support staff, space or facilities, student services, business services or library, and related services for all courses in a program offered via distance or at an off-campus location.

2. Charges

2.1. Incidental Charges

The universities may assess students incidental charges for elective miscellaneous services the university has been granted authority to administer, provided that the services do not have a direct or specific relationship to a course offering. The services must be elected by the students and not mandated by the university.

2.2. Course Charges

Students enrolled in certain courses for which the services of an outside vendor are required may be assessed a charge for the course. Students enrolled in programs requiring malpractice or other insurance may be assessed a charge to recover payments made on their behalf. Course charge shall be noted in the course description published in the university catalog.

2.3. Field Trips

2.3.1. The universities may assess students incidental charges for field trips. This charge can be assessed provided that the costs are for the field trip only (transportation, meals and lodging, price of admission, etc.).

2.3.2. Any funds collected for field trips shall be collected by the same university offices that are responsible for the collection of tuition and fees.

2.4. Study Tours

The universities may assess students a study tour charge to cover the costs of studying abroad for Board approved study tour programs. The costs may include student transportation, meals, lodging, and other incidental costs. The charge may also include the allocated costs for faculty overhead (transportation, meals, lodging, etc.). Salary costs for faculty members that will teach portions of the program can only be included if no tuition revenues will be collected for the associated credits.

2.5. Assessment Charges or Testing Fees

Unless a fee is specifically approved by the Board, only certain assessment costs can be charged to students according to the following criteria:

- The initial cost of system-wide exams mandated by the Board will be covered with tuition revenues paid by students. The cost of retests will be borne by the student.
- The cost of exams required for admittance into a field of study will be paid for by students taking the exam.
- The cost of major field assessment exams or exit-exams will be covered by tuition revenues paid by all students.
- The cost of licensing exams required by external agencies for various programs will be covered by the students taking the exams.

3. International Exchange Agreements

Students participating under Board approved international exchange agreements pay tuition and mandatory fees to their home campus.

3.1. Outbound Students on Exchange Agreements

Outbound students from South Dakota Regental institutions on exchange agreements will pay tuition and the general activity fee for each credit hour enrolled. Students will also pay for any required insurance. Tuition will be assessed according to the student's residency and student type and the current tuition rates. Students should be registered in an Exchange course for 12 credit hours.

3.2. Inbound Students on Exchange Agreements

Inbound students participating in reciprocal exchange agreements will pay all applicable incidental charges, the international student fee, appropriate housing and food service fees, and will not be charged the GAF or discipline fees, provided the exchange is in balance and the outgoing BOR student receives a similar waiver of all academic fees.

An international student who enrolls in an off-campus course will pay all off-campus tuition and off-campus delivery fees associated with the course.

FORMS / APPENDICES:

None

SOURCE:

BOR October 2004; June 2007; October 2008; June 2009; December 2009; May 2010; June 2011; August 2012; April 2016; October 2017; December 2018; BOR December 2020.

SOUTH DAKOTA BOARD OF REGENTS

Informational Items
Consent

AGENDA ITEM: 5 – W
DATE: December 9-10, 2020

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))

Northern State University - Aberdeen

JFAC, Gerber, Tech Center – LED Lighting Upgrade: Using General Funds in the amount of \$18,000 and State Energy Project Grant Funds in the amount of \$72,000 for a project total of \$90,000. NSU requests approval to upgrade LED lighting. The General Funds are made up of \$5,750 from 5G2003, \$8,077 from 5G2004, and \$4,173 from 5G2107 in order to cover 20% of the project costs as required by the grant. This is an SEP energy efficiency project that will upgrade all lighting in Johnson Fine Arts Center, TECH Center and Gerber Building from current T8 lamps and fixtures to all energy efficient LED lamp and fixtures.

South Dakota State University – Brookings

Enrollment Services Center – Enrollment Services Center Seminar Room: Using HEFF funds of \$82,000, SDSU requests approval to proceed with full design and construction for the renovation of open office room 0151 into a seminar room. The renovation would create a 50-occupant seminar room for classes and student orientations. The project would impact 900 NSF of existing office space. The project would be designed and constructed by SDSU F&S staff. SDSU request delegation of the project to the university.

CMP – SDSU MEP Indefinite Delivery/Indefinite Quantity (IDIQ) Contract: Using various funds in the amount of \$150,000, SDSU requests approval to proceed with general work using the IDIQ contract. This is not for a specific project, projects that utilize this contract will have their own OSE and SDSU project number. Per the OSE structure for IDIQ contracts, this is a one-year contract, renewable for up to 3 years. An RFQ will be issued to solicit firms for this contract.

University of South Dakota – Sioux Falls

Sanford School of Medicine – SSOM-SF – Restrooms Renovation: Using HEFF funds of \$50,000, USD requests approval for the full design, cost estimate, and contract administration for the existing restrooms at the Sanford School of Medicine and the School of Health Sciences building in Sioux Falls. Renovations to include, architectural, electrical, mechanical, and plumbing.

Clerical BOR Policy Updates

BOR Policy 1:18 – Human Rights Complaint Procedure – was updated on September 25, 2020, to correct the following clerical edit (noted in red below) in Section 14.C:

- C. The decision of the chief executive officer is not subject to an appeal as a matter of right. If the complainant remains dissatisfied with the determination, the complainant may request that the Executive Director review the conclusions

reached by the chief executive officer and to advise the Board pursuant Board Policy ~~1:6(4)~~ 1:6.C.5. The request for such a review should identify with specificity the factual findings that the complainant believes to be erroneous or the conclusions that the complainant believes mistake or misapply the requirements of Board Policy or governing law.

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: 5 – X
DATE: December 9-10, 2020

SUBJECT

Capital Projects List

CONTROLLING STATUTE, RULE, OR POLICY

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

[SDCL 5-14-2](#) – Supervision by Bureau of Administration of capital improvement projects
– Payment of appropriated funds

[SDCL 5-14-3](#) – Preparation of plans and specifications for capital improvements – State
building committees – Approval by board or commission in charge of
institution

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

BACKGROUND/DISCUSSION

The attached project list identifies the current capital improvement projects along with the regental building committee representative, estimated dollar amount, the source of funds for the project, and the current status of the project.

The review and approval of capital improvement projects involves several phases, and Board approval is required before a project may advance from one stage to another. Institutions may request exemption from this approval process for any maintenance and repair project after the preliminary facility statement. The review and approval steps involved include:

1. Submission of Preliminary Facility Statement for Board approval (proposal and justification).
2. Submission of work request for the Office of the State Engineer (OSE) and appointment of the Building Committee if an A/E firm is needed for development of the Facility Program Plan. OSE begins architect evaluation process and Building Committee interviews and selects architect.
3. Submission of Facility Program Plan (programmatic justification and detail, identification of financing fund source).

(Continued)

INFORMATIONAL ITEM

4. Legislative approval is required for all facilities outside of the auxiliary system and can be sought when funding is available or will be part of the Board's Ten year Plan.
5. Final Design Plan presented to Building Committee for initial approval prior to Board approval.
6. Final Design Plan submitted for Board approval.
7. Building Committee approves bid if within project approved limits and carries the project oversight from this point forward.
8. Board approves bid if there are substantive changes from Program Plan.

Once the bids are approved by the Building Committee or the Board and the financing plan is in place, the project proceeds to construction.

The list indicates if the projects were included in the 2005 or the 2012 Ten-Year Plans.

IMPACT AND RECOMMENDATIONS

No impact.

ATTACHMENTS

Attachment I – December 2020 Capital Projects List

South Dakota Board of Regents Capital Improvement Projects - December 2020

ACADEMIC FACILITIES Black Hills State University

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.
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	Bid	2022	Bastian
Lyle Hare Stadium Renovation					Jun-16 Facility Stmt	Planning	2024	Bastian

Dakota State University

Event Center					Dec-16 Facility Stmt	Planning		Schaefer
Madison Cyber labs (MadLabs)		HB1057-2018	Private	\$18,000,596	May-17 Design Plan	Completed	March-2020	Schaefer

Northern State University

Regional Sports Complex		HB1037-2019	Private	\$33,000,000	Jun-19 Design Plan	Construction	2021	Thares
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South Dakota School of Mines and Technology

Mineral Industries Building			Private State		Jun-14 Facility Stmt	A/E Selection		Wink
Music Center (Old Gym) Renovation			Private		Oct-14 Facility Stmt	Planning		Wink
Student Innovation Center			Private		Jun-14 Facility Stmt	A/E Selection		Wink
Devereaux Library Renovation		HB1046-2020	HEFF Bonds General Funds M&R	\$4,000,000 \$1,016,423 \$5,016,423	Dec-20 Program Plan	Design		Bastian
Stadium Renovation			HEFF Funds Local Private		Dec-20 Facility Stmt	A/E Selection		Bastian

South Dakota State University

American Indian Student Center		SB 50-2018	Private School & Public Lands	\$4,000,000 \$500,000 \$4,500,000	Jun-18 Design Plan	Final Inspection	2020	Schaefer
Animal Disease Research & Diagnostic Lab (ADRDL) - Addition & Renovations		HB1080-2016 SB172-2017	Livestock Disease Emergency 2018 State Bonded LDE/Animal Ready Fund Local ADRDL Fees	\$1,575,000 \$50,039,637 \$2,600,000 \$6,000,000 \$1,105,000 \$61,319,637	Oct-16 Design Plan	Final Inspection	2020	Morgan
Aviation Hangar			Private University	TBD	Aug - 21 Program Plan	A/E Selection	TBD	TBD
Chiller Plant - Chiller Upgrade & Cooling Services			HEFF M&R Rent Revenues	\$1,135,000 \$1,400,000 \$2,535,000	May-18 Facility Stmt	Final Inspection	2020	NA Exempted
Dairy Unit - Replacement/Renovation of Cow Barn & Milking Parlor			Private	TBD	Apr-20 Facility Stmt	A/E Selection	2023	TBD

South Dakota Board of Regents Capital Improvement Projects - December 2020

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.
Lincoln Hall - Renovation			Private HEFF M&R 2021 HEFF Bonds	\$4,250,000 \$2,993,765 \$10,000,000 \$17,243,765	Aug-17 Facility Stmt	Planning	2022	Bastian
Outdoor Sports Support Facility		SB 51-2018	Business and Athletic Income	\$600,000	Dec-17 Program Plan	A/E Selection	2020	Not Assigned
Raven Precision Agricultural Center - Phase 1		HB1264-2018	Local General Funds Private 2019 State Bonds	\$7,500,000 \$2,000,000 \$16,600,000 \$20,000,000 \$46,100,000	Dec-18 Design Plan	Construction	2021	Morgan
Berg Ag Hall Renovate 1st & 2nd floors - Phase 2			Donations HEFF M&R	\$1,000,000 \$7,194,384 \$8,194,384	Oct - 21 Program Plan	Planning	2023	Morgan
Pugsley Center - Renovation			Private HEFF M&R	\$12,600,000 \$4,000,000 \$16,600,000	Aug-17 Facility Stmt	Planning	2023	Morgan
Rodeo Grounds Practice Facility			Private	TBD	Apr-20 Facility Stmt	A/E Selection	2023	TBD
South Dakota Art Museum Addition and Renovation			Private		Dec-15 Facility Stmt	Planning		Morgan
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 \$3,315,000 \$10,815,000	Jun-2020 Facility Stmt	Planning	TBD	TBD
Utility Tunnel (North), Steam/Condensate Infrastructure (Repair and Modernization)	FY12 10 Yr Plan	HB1051-2012	2014 HEFF Bonds HEFF M&R General Fund M&R Local Funds	\$7,000,000 \$10,381,500 \$1,024,127 \$50,000 \$18,455,627	May-17 Design Plan (revised)	Final Inspection	2019	Schaefer
Utility Repairs & Upgrades - Water, Sanitary Sewer, Storm Sewer	FY12 10 Yr Plan	HB1051-2012	2027 HEFF Bonds HEFF M&R	\$5,000,000 \$5,043,000 \$10,043,000	Mar-16 Program Plan	Phased Project Design & Construction	2029	Schaefer
Dakota Dome Renovation		HB1060-2018	Private Local HEFF M&R	\$14,500,000 \$8,719,888 \$5,400,398 \$28,620,286	Oct-18 Design Plan	Final Inspection	2020	Schieffer
National Music Museum		HB1065-2018	Private HEFF M&R	\$9,095,000 \$1,500,000 \$10,595,000	Dec-18 Design Plan	Final Inspection	2020	Schieffer
Health Science Building		SB40-2020	HEFF M&R Private/Local One-Time State Funds	\$12,500,000 \$4,500,000 \$5,000,000 \$22,000,000	Apr-20 Program Plan	Planning	2022	Stork
South Dakota School for the Blind & Visually Impaired New School		HB1071-2018	Private GOED	\$11,847,916 \$5,000,000 \$14,347,916	Aug-18 Facility Design Plan	Final Inspection	2020	Thares

South Dakota Board of Regents Capital Improvement Projects - December 2020

Facility Name	Ten-Year Plan	Legislative Action / YR	Fund Type	Legislative / Approved Amount	Most Recent Board Action	Current Project Status	Projected Completion Date	Building Committee Rep.
REVENUE FACILITIES								
Black Hills State University								
University Wellness Center Addition			Private		Dec-16 Facility Stmt	Planning		Bastian
Dakota State University								
New Residence Hall & Student Life Facility			Auxiliary Bonds Private	\$12,000,000 \$500,000 \$12,500,000	Dec-19 Design Plan	Construction	2021	Schaefer
Northern State University								
N/A								
South Dakota School of Mines and Technology								
Surbeck Center Addition			Private		Apr-14 Facility Stmt	A/E Selection		Wink
South Dakota State University								
N/A								
University of South Dakota								
Wellness Center Expansion			Auxiliary Funds Auxiliary Bonds Private	\$10,000,000 \$6,000,000 \$5,700,000 \$21,700,000	Jun-19 Facility Stmt	Planning	2022	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: 5 – Y
DATE: December 9-10, 2020

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 November 23, 2020, the building committee for the SDSU Renovation of the 1st and 2nd Floors of Berg Agricultural Hall, represented by Regent Morgan, approved the Facility Design Plan for the project at an estimated cost of \$9,875,560.

On November 17, 2020, the building committee for the SDSM&T Devereaux Library Renovation, represented by Regent Bastian, approved the Facility Design Plan for the project at an estimated cost of \$6,495,000.

IMPACT AND RECOMMENDATIONS

None

ATTACHMENTS

None

INFORMATIONAL ITEM

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

Consent

AGENDA ITEM: 5 – Z

DATE: December 9-10, 2020

SUBJECT

Graduate Debt Analyses

CONTROLLING STATUTE, RULE, OR POLICY

None

BACKGROUND / DISCUSSION

This briefing reviews two recent national reports on student debt. Attachment I presents data which was recently published by the Institute for College Access and Success (TICAS) on two major debt indicators for bachelor's degree completers at four-year institutions in South Dakota and the nation. Attachment II provides a basic overview of federal student loan default rate data from the US Department of Education.

IMPACT AND RECOMMENDATION

This analysis provides a closer examination of student debt data used in the TICAS report.

ATTACHMENTS

Attachment I – Student Debt in South Dakota (Special Data Analysis)

Attachment II – Federal Student Loan Default Rates (Special Data Analysis)

INFORMATIONAL ITEM



*** Special Data Analysis ***

Student Debt in South Dakota

In October 2020, the Institute for College Access and Success (TICAS) issued a new annual report on the educational indebtedness of graduates from American four-year institutions.¹ TICAS data for the graduating class of 2019 indicate that 55 percent of students completing four-year degrees in the United States graduated with debt, with an average debt load of more than \$29,000 for those with loans.² For students graduating from South Dakota institutions in 2019, these figures were approximately 74 percent and \$32,000, respectively. South Dakota ranked higher (i.e., worse) than most other states on both measures. This analysis provides a closer examination of student debt data presented in the TICAS report.

Analysis

It is important to note that the data presented in the TICAS report reflect only a portion of all colleges and universities in the United States. TICAS uses unaudited student debt data voluntarily supplied by postsecondary institutions to *Peterson's Undergraduate Financial Aid and Undergraduate Database*. In addition, only public and private nonprofit four-year institutions granting bachelor's degrees are included in the TICAS analysis. In South Dakota, the most recent TICAS analysis included data for only six institutions: DSU, NSU, SDSU, USD, Augustana University, and the University of Sioux Falls.³ With this caveat in mind, Table 1 depicts basic student debt data as presented in the most recent TICAS report:

Table 1
South Dakota Student Debt, Class of 2019

Average debt of students with loans:	\$31,653
National rank:	12 th highest
Percent of graduates with debt:	74%
National rank:	1 st highest (<i>tied</i>)

¹ The TICAS *Class of 2019* report is available at <https://ticas.org/affordability-2/student-aid/student-debt-student-aid/student-debt-and-the-class-of-2019>. The Institute for College Access and Success is an independent, nonpartisan, nonprofit organization that conducts policy analysis and advocacy work in higher education.

² Unless otherwise noted, figures include bachelor's degree completers at public or private nonprofit four-year institutions only.

³ Graduates from these institutions accounted for 76 percent of the state's total bachelor's degree recipients.

That South Dakota is depicted as having the highest rate of graduate debt in the nation is unsettling. Table 2 provides historical perspective on these measures, showing average debt load, debt rate, and respective state ranks, as summarized in each edition of the TICAS annual report.⁴ These data indicate that South Dakota persistently has been identified as a high-debt state. Not surprisingly, these unwelcome outcomes likely owe in part to the state's historic lack of a robust need-based scholarship program.

Table 2
South Dakota Student Debt by Cohort

Cohort	Average Debt	National Rank	Percent with Debt	National Rank
2005	\$19,939	8	78	1
2006	\$21,446	11	83	1
2007	\$22,730	10	85	1
2008	\$22,636	17	83	1
2009	\$23,581	17	78	1
2010	\$23,171	25	75	1
2011	\$24,232	25	76	2
2012	\$25,121	28	78	1
2013	\$25,750	29	72	2
2014	\$26,023	31	69	6
2015	\$29,364	17	73	2
2016	\$31,362	7	75	2
2017	\$31,275	12	74	1
2018	\$31,895	11	72	2
2019	\$31,653	12	74	1

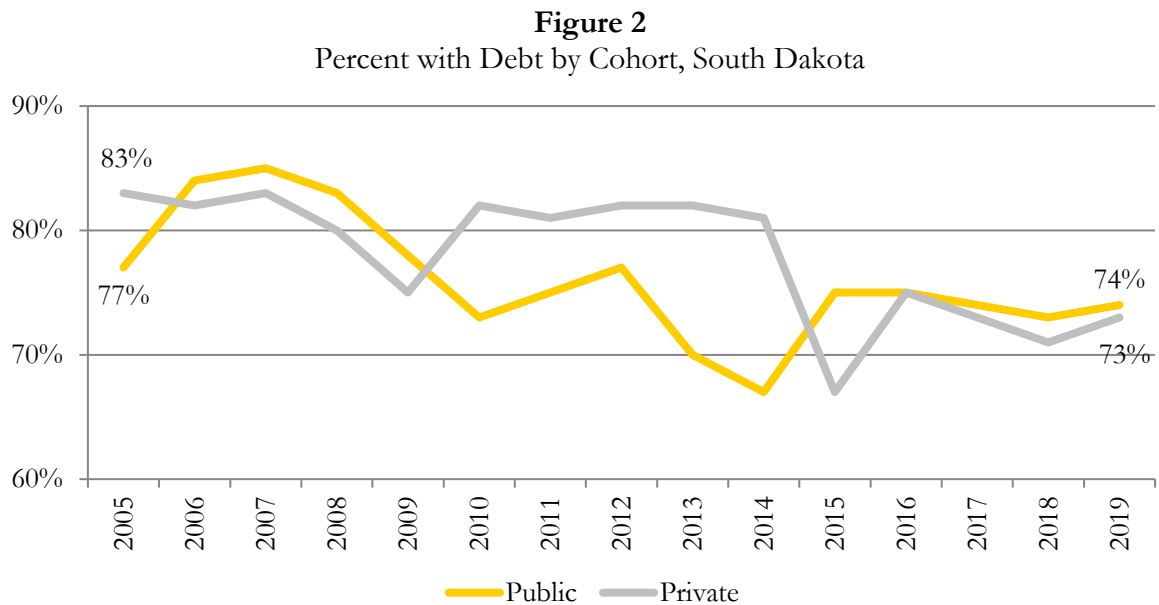
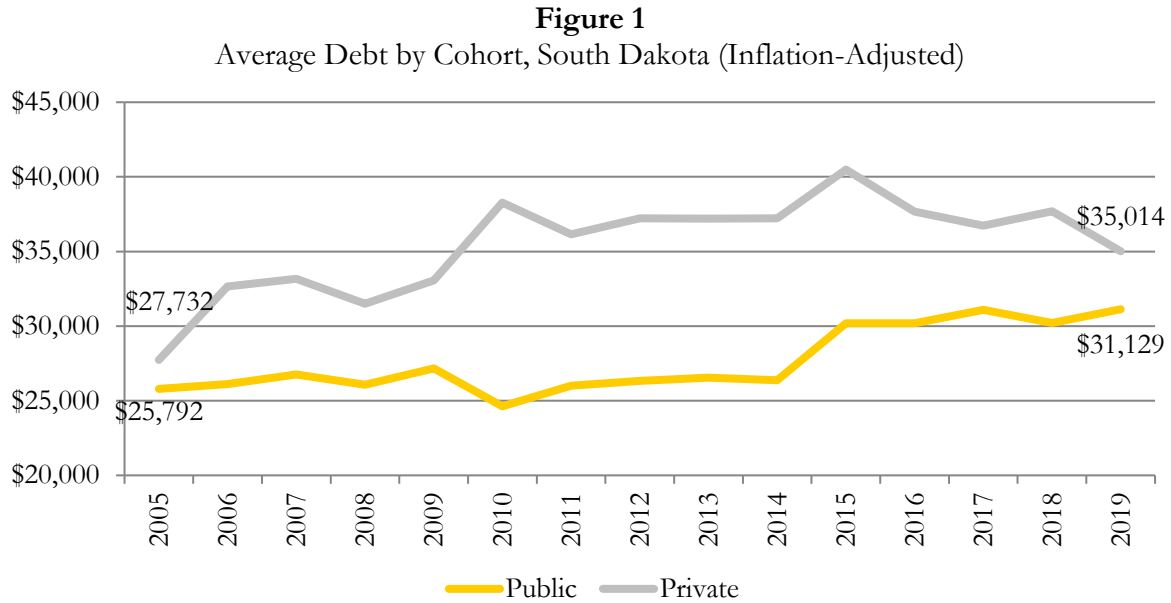
Note: For both "rank" columns, high values are preferred to low values.

Figures 1 and 2 (next page) provide debt trends for two institutional sectors in South Dakota: public four-year institutions and private (nonprofit) four-year institutions.⁵ It can be seen that – even after adjusting for inflation – the state's public four-year sector has seen a pattern of increasing student debt loads over time. This sector also has supplanted the private nonprofit sector as the higher (of these two sectors) with respect to "percent with debt" rates.

Note that data for public four-year institutions in South Dakota were not reported by TICAS in 2015-16 due to insufficient data. To maintain chart continuity, 2014-15 values are carried forward to 2015-16 in all four graphs shown below.

⁴ TICAS cautions against comparing year-to-year figures directly, as institutional comparison groups or methodological technicalities may change from year to year. Figures are presented here simply to highlight the state's relative performance in each of TICAS's annual reports. Average debt figures shown in Table 2 are not adjusted for inflation.

⁵ All data presented in the following charts were generated from queries of the TICAS data system, accessible at <http://college-insight.org/#explore/go>. All average debt values shown in the following graphs are displayed in constant 2019 dollars.

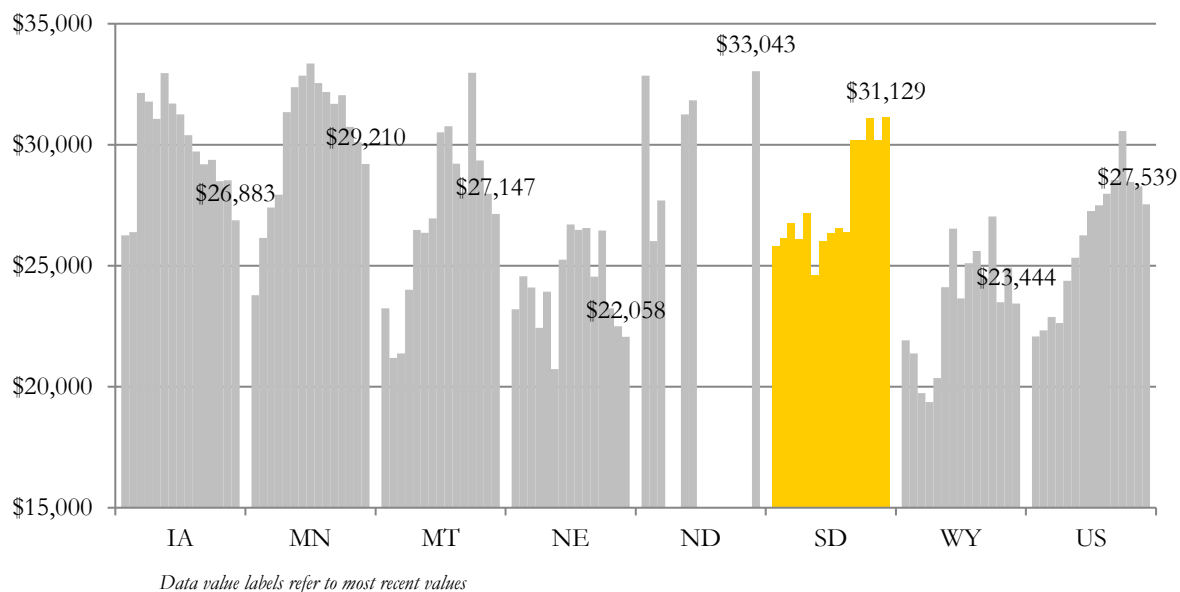


Figures 3 and 4 provide historical data for public four-year institutions in other states.⁶ Figure 3 indicates not only that South Dakota's most recent average debt figure exceeds those of most neighboring states, but also that South Dakota's debt figure continues to trend upward, counter to most neighboring states. Similarly, Figure 4 shows that graduate debt is far more prevalent in South Dakota than in any other state in the region, both now and in the past. All in all, both charts signal points of competitive disadvantage for South Dakota in comparison with regional neighbors.

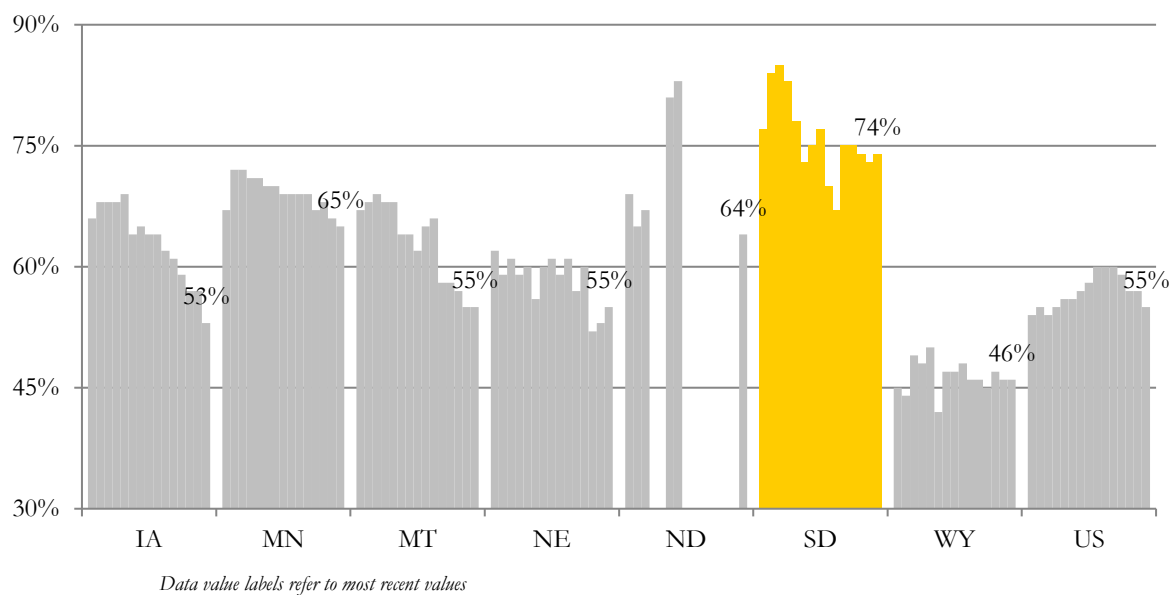
⁶ Some values for North Dakota are not shown due to a lack of reported data.

Figure 3

Average Debt by Cohort, Public Four-Year Institutions (Inflation-Adjusted)

**Figure 4**

Percent with Debt by Cohort, Public Four-Year Institutions





*** Special Data Analysis ***

Federal Student Loan Default Rates

Each year, the US Department of Education (USDOE) releases data on federal student loan default rates. Three-year default rates refer to *the percentage of federal student loan borrowers entering repayment in a given fiscal year who default on their loans by the end of the second following fiscal year*. Across all institutional types, the FY2017 national cohort (those students entering repayment during FY2017) generated a three-year loan default rate of 9.3 percent, compared to a rate of 9.5 percent recorded by the FY2016 cohort.⁷

The FY2017 three-year default rate for all South Dakota colleges and universities was 9.7 percent (down from 10.5 percent last year), ranking 27th lowest among all US states (MA was lowest, at 5.8 percent; MS was highest, at 15.2 percent). Over the last three years, South Dakota's public universities have tended to record default rates well below those of the state's private, proprietary, and technical institutions (see Table 1). Across these three cohorts, SDSU generated the lowest average default rate (4.3 percent), followed by SDSMT (4.4 percent), USD (5.0 percent), DSU (7.0 percent), NSU (7.8 percent), and BHSU (8.6 percent).

Table 1
Postsecondary Loan Default Rates (SD)
(Percentages)

Institution Type	2015	2016	2017	3-Year Avg.
Private	5.3	4.2	4.8	4.8
Proprietary	23.3	19.7	19.0	20.7
Regental	6.1	5.4	5.2	5.6
Technical	11.6	9.3	8.9	9.9
All Types	12.7	10.5	9.7	11.0

Table 2 shows additional default data in three-year average format. South Dakota's average default rate across the 2015-2017 cohorts was 11.0 percent; this was somewhat higher than the analogous national average of 9.6 percent. But after segmenting these results by institutional type, it can be seen that the state's public institutions generated the lowest default rate across all sectors, ranking 4th lowest in the nation in this category.

Table 2
Postsecondary Loan Default Rates, 2015-2017 Three-Year Averages
(Percentages)

	All Types	Public	Private	Proprietary
South Dakota	11.0	6.7	4.8	20.7
United States	9.6	9.7	6.7	13.1
SD State Rank	37 th	4 th	15 th	48 th

⁷ All figures presented in this report refer to fifty-state data only; institutions in the District of Columbia, US territories, and other outlying areas are excluded.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 6 – A
DATE: December 9-10, 2020

SUBJECT

SDSBVI Comprehensive Plan for Special Education

CONTROLLING STATUTE, RULE, OR POLICY

[ARSD § 24:05:21:01](#) – Local Education Comprehensive Plans--Contents

BACKGROUND / DISCUSSION

Each local school district and accredited school is required to annually submit a Comprehensive Plan for Special Education to the South Dakota Department of Education that details how the school will implement federal and state laws and special education regulations.

The Comprehensive Plan addresses the following major areas:

- I. Free and Appropriate Public Education (FAPE)
- II. Full educational opportunity goal (FEOG)
- III. Child Find; Child Identification
- IV. Individualized Education Program (IEP)
- V. Least Restrictive Environment (LRE)
- VI. Procedural Safeguards
- VII. Evaluation
- VIII. Confidentiality
- IX. Transition from Part C to Part 34
- X. Private School Placements
- XI. Compliance with SEA General Supervision Requirements and Implementation of Procedural Safeguards; State Complaint Procedures
- XII. FAPE Methods of Ensuring Services
- XIII. Hearings Related to LEA Eligibility
- XIV. Personnel Qualifications
- XV. Performance Goals and Indicators
- XVI. Participation in Assessments
- XVII. Supplementation of State, local, and other Federal Funds
- XVIII. Public Information
- XIX. State Advisory Panel
- XX. Other Required Provisions

(Continued)

DRAFT MOTION 20201209_6-A:

I move to approve the SDSBVI Comprehensive Plan for Special Education as presented.

Where the responsibility of South Dakota School for the Blind and Visually Impaired differs from that of local education agencies, the exceptions are noted in the document. Much of the information in the Comprehensive Plan (see Attachment I) is documented in the SDSBVI school policy handbooks.

IMPACT AND RECOMMENDATION

Each year the Board of Regents are asked to approve the Comprehensive Plan developed by SDSBVI staff. Local school boards across the state are required to approve similar plans, and since the SDBOR serves this capacity for SDSBVI formal approval is required prior to submission.

Board staff recommend approval.

ATTACHMENTS

Attachment I – SDSBVI Comprehensive Plan & Signature Page

South Dakota Comprehensive Plan/Program Narrative

Sec. 300.201 Consistency with State policies.

The LEA, in providing for the education of children with disabilities within its jurisdiction, must have in effect policies, procedures, and programs that are consistent with the State policies and procedures, established under Secs. 300.101 through 300.163, and 300.165 through 300.174. (Authority: 20 U.S.C. 1413(a)(1))

South Dakota Administrative Rule 24:05:21:01. Local education agency comprehensive plans- Contents.

Each local education agency must have a current comprehensive plan approved by the school board on file with the district superintendent or designee. Documentation supporting the implementation of the local school district's comprehensive plan shall be maintained by the district for review by Special Education Programs staff during onsite monitoring visits. Districts shall update comprehensive plans consistent with 24:05:21:01.02 and recertify their content annually.

The South Dakota School for the Blind and Visually Impaired has formally adopted the following policies and procedures as the district's comprehensive plan for special education. These policies and procedures were approved by the school board on December 9, 2020. As indicated by the signature below, the authorizing official acknowledges SDSBVI will meet all requirements of the Individuals with Disabilities Education Act and Article 24:05 through the implementation of these policies and procedures and furthermore, provides assurances that it meets each of the conditions in 34 CFR 300.201 through 300.213.

CERTIFICATION- I certify that I have read and reviewed the above assurance and will comply with all provisions of applicable federal and state laws.


Signature of Authorized Official

12/10/2020

Date

Regent John W. Bastian, President, South Dakota Board of Regents

Typed Name and Title

10910 Country Club Rd Belle Fourche, SD 57717

605-892-5083

Address/State/Zip

Telephone Number

*This page must be signed by the school district official listed above and returned to:

Department of Education
Special Education Programs
800 Governor's Drive
Pierre, SD 57501

If your coop is turning in one comprehensive plan narrative for all member districts, every district must still submit this page.

South Dakota LEA Comprehensive Plan: Program Narrative

SECTION I: Free and Appropriate Public Education (FAPE) 34 C.F.R. §§ 300.101-300.108, 300.110; ARSD 24:05:13:02

The district/cooperative and all member schools/districts will make available to all children with disabilities residing in the district(s) between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school, as provided for in 300.530(d); 24:05:26 and 24:05:26.01, ARSD. Specific reference in the narrative to include:

- FAPE beginning at age 3; 300.101(b); ARSD 24:05:13:02
- Children advancing from grade to grade; 300.101(c); ARSD 24:05:13:02
- Limitations- age exceptions to FAPE; 300.102; ARSD 24:05:22:04.01
- FAPE- methods and payments; 300.103; ARSD 24:05:19:08
- Residential placement; 300.104; ARSD 24:05:19:08
- Assistive technology; 300.105; ARSD 24:05:27:20, ARSD 24:05:27:18, ARSD 24:05:27:19
- Extended school year services; 300.106; ARSD 24:05:25:26
- Nonacademic services; 300.107; ARSD 24:05:28:06
- Physical education; 300.108; ARSD 24:05:28:08
- Program options; 300.110; ARSD 24:05:28:04

District Narrative:

The South Dakota Board of Regents (BOR), the South Dakota School for the Blind and Visually Impaired (SDSBVI), and the South Dakota Department of Education Special Education Programs (DOE) are committed to the assurance of appropriate educational services for children with disabilities as identified by the Individuals with Disabilities Education Improvement Act (IDEA) and Section 504 of the Rehabilitation Act of 1973, South Dakota Codified Law (SDCL) chapter 13-37 (Special Assistance and Related Services), and the Administrative Rules of South Dakota (ARSD) Article 24:05 (Special Education). The SDSBVI will provide alternative placement educational programming to assist school districts to make free appropriate public education available to children whose visual impairments preclude satisfactory educational achievement in regular classes with the use of supplementary aids and services; outreach services directly and through consultation with school districts across South Dakota; lending library and related materials access for students and their families and school districts across the state; in-service training; coordinated services for students served in dual enrollment in the special school and LEA; evaluation; related technical assistance; extended school year, and transition. The DOE will ensure through compliance monitoring and the provision of ongoing technical assistance that SDSBVI is provided with the assistance to accomplish their mission of education to students with visual impairments.

- FAPE beginning at age 3; 300.101(b); ARSD 24:05:13:02

The South Dakota School for the Blind and Visually Impaired will make a FAPE available to all students who are admitted to the SDSBVI. This includes any student with a disability who has been suspended or expelled.

- Children advancing from grade to grade; 300.101(c); ARSD 24:05:13:02

All eligible students with disabilities, regardless of whether they are advancing from grade to grade, will have FAPE available to them on an individualized basis as determined by the student's IEP team on an annual basis. Exceptions to FAPE for students aged 3-21 includes those students who have graduated from high school with the regular high school diploma.

- Limitations- age exceptions to FAPE; 300.102; ARSD 24:05:22:04.01

NA

- **FAPE- methods and payments; 300.103; ARSD 24:05:19:08**

Pursuant to SDCL § 13-37-1.3, the school district has a non-delegable duty to provide a free appropriate public education for each resident child. Although the preferred placement for all children is in the school that they would ordinarily attend if they were not disabled, for some children, the least restrictive environment may involve an alternative placement in a special school. Placement in a special school does not transfer the school district's responsibility for FAPE to the special school providing an alternative placement. Rather, it necessitates a close cooperation between the school district and the special school to assure that the school district can provide necessary educational or related services that are ordinarily unavailable through the special school.

The parties agree that the Individualized Educational Plan team provides the proper setting to assign responsibility for providing educational and related services that the IEP team has determined to be necessary to provide FAPE to a child. To facilitate necessary discussions, the SDSBVI will assume responsibility for scheduling IEP team meetings, for providing parental notices, for assigning necessary special school staff or contractors to participate in the IEP process, for distributing information to parents and IEP team members, for creating records of IEP team proceedings and for otherwise providing support to the school district insofar as concerns operations of the IEP team meetings convened at the SDSBVI.

The school district will retain responsibility for providing a free appropriate public education to each child it has placed at the special school. The school district will co-chair IEP teams convened at the SDSBVI, and the school district will provide related services identified by the IEP team as necessary for a child's free appropriate public education but not otherwise available at the SDSBVI. This could include such locally contracted services such as mental health counseling, occupational or physical therapy, etc. for which the LEA will assume fiscal responsibility.

The SDSBVI superintendent/designee will be responsible to ensure that the proper procedures are followed in the development, review, and revision of each IEP.

- (1) All educational programs, evaluations, room and board and other services provided by SDSBVI are provided at no cost to parents or local school districts. Districts remain responsible for travel as determined during the IEP process and for any additional services (i.e. OT, PT, psychological counseling or outside therapy) that are not conducted by SDSBVI personnel, but are included on the IEP.
- (2) SDSBVI meets the standards established by the state board in this article and the implementing regulations for Part B of the Individuals with Disabilities Education Act.
- (3) SDSBVI provides services for students from birth to age 22 and works together with Birth-Three and local school districts.
- (4) All educational programs and services are in conformity with the IEP.

- **Residential placement; 300.104; ARSD 24:05:19:08**

Consistent with the IEP requirements in this article regarding the provision of services in a timely manner, the SDSBVI will ensure that there is no inappropriate delay in implementing a child's IEP, including any case in which the payment source for providing or paying for special education and related services to the child is being determined.

All educational programs, evaluations, room and board and other services provided by SDSBVI are provided at no cost to parents or local school districts. Districts remain responsible for travel as determined during the IEP process and for any additional services (i.e. OT, PT, psychological counseling or outside therapy) that are not conducted by SDSBVI personnel, but are included on the IEP.

- **Assistive technology; 300.105; ARSD 24:05:27:18 ARSD 24:05:27:19**

Each individual child's need for assistive technology is assessed and discussed by the IEP team. The assistive technology determined by the team to be appropriate for the student will be provided by the SDSBVI and if purchased will remain the property of SDSBVI. Training in the use of the devices will be provided to the student and SDSBVI staff and to parents upon request.

- Extended school year services; 300.106; ARSD 24:05:25:26

The SDSBVI provides an extended school year that focuses on the expanded core curriculum for students who are blind or visually impaired. Recommendation for the extended school year program comes through the IEP process. An IEP is developed and implemented that addresses the need for extended school year services. The IEP team shall determine the length of the school day and duration of extended school year services based on the individual child's needs. However, students who are not on an IEP may still be eligible for services during the summer if they meet the requirement of having a visual impairment.

- Nonacademic services; 300.107; ARSD 24:05:28:06

For any student enrolled at the SDSBVI, the IEP team determines the extent and type of nonacademic and extracurricular services that will be provided in settings off campus. The SDSBVI will ensure that each child with a disability has the supplementary aids and services determined by the child's IEP team to be appropriate and necessary for the child to participate in nonacademic settings.

- Physical education; 300.108; ARSD 24:05:28:08

Physical education services are made available to every child enrolled at the SDSBVI.

Students who are served at the SDSBVI require some adaptation of the physical education program because of their reduced vision. Some eye conditions preclude certain physical activities which would cause jarring. Some competitive games, such as goalball and other events such as cross-country and downhill skiing for blind skiers are available for SDSBVI students. The goal of physical education for blind, visually impaired, and deaf blind children is the same as it is for other children to develop healthy bodies and promote lifelong activity.

Adapted physical education program at the SDSBVI provides students with opportunities to achieve their maximum potential for physical development. Students are involved in physical exercise, games, dance, and select competitive activities. When individually appropriate, students can take part in competitive or intramural sports through the public or parochial school systems.

- Program options; 300.110; ARSD 24:05:28:04

The SDSBVI will ensure that students have available to them a variety of educational programs and services which are available to non-handicapped children including art, music, industrial arts, consumer and homemaking education, and vocational education. Responsibility for any costs associated with participation in the various programs will be determined through the IEP process. The local school district has fiscal responsibility for tuition, fees and/or transportation required for participation in programming within the Aberdeen community. The LEA must give prior consent to any such arrangement; SDSBVI cannot obligate the district without their approval. The student or family may pay participation in some activities; other activities may be sponsored by the SDSBVI.

SECTION II: Full educational opportunity goal (FEOG) 34 C.F.R. § 300.109; ARSD 24:05:22:04, ARSD 24:05:22:04.01

The district/cooperative and all member schools/districts will have in effect policies and procedures, demonstrating that the district/cooperative has established a goal of providing full educational opportunity to all children with disabilities, aged birth through 21, and include a timetable for accomplishing that goal.

District Narrative:

The South Dakota School for the Blind and Visually Impaired, consistent with the timetable established by the State of South Dakota and Part B of the Individuals with Disabilities Education Act (IDEA), has a goal of providing full educational opportunity to all children with visual impairments, aged birth through twenty-one. The district will review data annually to guide decisions with regard to adjustments in its programs to ensure appropriate services to all students with disabilities.

It is the goal of the South Dakota School for the Blind and Visually Impaired to provide a full educational opportunity to all children with vision loss (SDCL 13-61 specifies the students to be served), age birth through twenty-one, consistent with the timetable established in the South Dakota Eligibility Document or Part B of the Individuals with Disabilities Act.

The school's procedures for determining the additional number and kind of facilities, personnel and services needed in order to meet its full program services goal are as follows:

1. The South Dakota School for the Blind and Visually Impaired will review current statistical information from the district's special education program reflecting: a) number of referrals being submitted; and b) number resulting in the identification of additional students requiring special education services.
2. The South Dakota School for the Blind and Visually Impaired will review the current census information projecting the number of new special education students to be served based on previous population percentages experienced by the district.
3. The South Dakota School for the Blind and Visually Impaired will review the annual federal child count statistics reflecting the current number of special students being served, their primary disability condition, kinds of related services required, amount of time in special and regular education, and any other information to assist in program development.
4. The South Dakota School for the Blind and Visually Impaired will review students referred and receiving services from SDSBVI to determine sufficiency of resources to meet identified need.

SECTION III: Child Find 34 C.F.R. § 300.111; Child Identification ARSD 24:05:22

The district/cooperative and all member schools/districts must have in effect policies and procedures for ensuring that all children with disabilities who reside within the boundaries of the district/cooperative member districts, including those who are homeless children or are wards of the state, and children with disabilities who attend private schools, regardless of the severity of their disabilities, who are in need of special education and related services are identified, located, and evaluated and a practical method is developed and implemented to determine which children with disabilities are currently receiving needed special education and related services. Specific reference in the narrative to include:

- Use of the term developmental delay; ARSD 24:05:24.01:09
- Children who may be suspected of having a disability, and in need of special education, even though they are advancing from grade to grade, 300.111(c)(1); ARSD 24:05:22:01
- Children who are highly mobile, including migrant children, 300.111(c)(2); ARSD 24:05:22:01

District Narrative:

The South Dakota School for the Blind and Visually Impaired, has in effect policies and procedures to ensure that all children with visual impairments who reside within the boundaries of the state of South Dakota and who may be in need of special education and related services are located, identified, and evaluated according to all relevant regulations. This includes those students who may be homeless or wards of the state, as well as children with visual impairments who may attend private schools or be homeschooled. Child find includes our ongoing efforts to identify pre-school and school age students with vision loss through our referral and evaluation procedures

The primary responsibility for identification of students who are visually impaired rests with the local public schools. The SDSBVI bears an obligation to inform the local school districts and general public of the programs and services available. In addition, the SDSBVI has a responsibility to enhance public awareness of blindness and the abilities of persons who are blind.

The Superintendent is responsible for the coordination, implementation and documentation of public information activities. The Liaison for Services is the primary contact person for local school districts and parents and is the one who maintains the register of students requesting and receiving services.

The public information campaign is an ongoing process and is broad in an attempt to reach all potential consumer groups statewide. The following have been used as a part of the SDSBVI public awareness campaign.

- a) Development of brochures which have been distributed to local school districts, cooperatives, optometrists, ophthalmologists, and public health entities.
- b) Preparation of a booth to display at educational conferences, health fairs and other related group events.
- c) Development of an on campus tour for educational and civic groups including Northern State University and Presentation College students and public school children. A Braille card with information about the school was printed for distribution during tours.
- d) Presentations on topics related to vision loss and the education of visually impaired children to educational and health professionals, public school students, civic organizations and teacher preparation programs.
- e) Utilization of radio, television, and newspaper press releases and inclusion of articles in publications which reach parents and professionals.
- f) Distribution of the school newspaper, The Pioneer, to parents, local schools, libraries, legislators and others.
- g) Participation by SDSBVI administration, faculty and staff in local and statewide educational conferences, meetings and taskforce groups, i.e. school administrators, special education, early childhood, speech/language pathologists, school counselors, librarians and interagency groups.
- h) Participation in conferences of blind consumer groups in the state.

- i) Collaboration with the South Dakota Birth to Three Programs, South Dakota State Library, Vocational Rehabilitation, and Local Public Schools.
- j) Creation and maintenance of website, Facebook account, and Pinterest account.
- k) Collaboration with local and state civic and organizations such as the Chamber of Commerce and Lions.

The Liaison for Services maintains a record of public information activities. The Liaison works with the Administrative Assistant to maintain a masterlist of students receiving services from the SDSBVI; this list is updated quarterly. The Superintendent is responsible for the maintenance of daily attendance records and reporting the child count to the Special Education Programs.

The Superintendent is responsible for maintaining the American Printing House for the Blind registration of eligible students receiving services through the SDSBVI, and serves as Ex Officio Trustee.

Child Identification is included as an area of mutual effort in the BOR/BOE Cooperative Plan.

The SDSBVI maintains a Master Database of all students B-21 who have been referred to the school because of vision loss.

1. **Collecting:** The information on all students who have been referred to the outreach program is collected and maintained by the Outreach Vision Consultants and remains a part of the student file. For new on campus students, the information is collected by the Liaison for Services; the information for enrolled students is updated annually by the Principal following the IEP meeting.
2. **Maintaining:** Outreach files and Masterlist are maintained by the Outreach Vision Consultants. The files for on campus students are maintained by the Principal/designee.
3. **Reporting:** All students receiving services on campus have been determined to meet eligibility requirements. Only the students served on campus are included in the federal child count report.

All students served by the SDSBVI have been referred by the Local School District. Student files, including information on placement, are maintained for each student served on campus and are available for review by the DOE. All master files for students served through outreach are maintained in the LEA.

- Use of the term developmental delay; ARSD 24:05:24.01:09

NA

- Children who may be suspected of having a disability, and in need of special education, even though they are advancing from grade to grade, 300.111(c)(1); ARSD 24:05:22:01

NA

- Children who are highly mobile, including migrant children, 300.111(c)(2).

NA

SECTION IV: Individualized Education Program (IEP) 34 C.F.R. 300.112; ARSD 24:05:27

The district/cooperative and all member schools/districts will ensure that an individualized education plan (IEP), or an individual family service plan (IFSP) that meets the requirements of section 636(d) of the Act, is developed, reviewed, and revised for each child with a disability in accordance with 34 C.F.R. §§ 300.320 – 300.324, except as provided in 300.300(b)(3)(ii). Specific reference must include:

- Content of the IEP; 300.320(a)(1-7); ARSD 24:05:27:01.03
- Transition services; 300.320(b); ARSD 24:05:27:13.02
- Transfer of rights at the age of majority; 300.320(c); ARSD 24:05:27:01.03
- The IEP team; 300.321; ARSD 24:05:27:01.01
- Parent participation in the IEP; 300.322; ARSD 24:05:25:16
- When the IEP must be in effect; 300.323; ARSD 24:05:25:22
- Development of the IEP; 300.324; ARSD 24:05:27:01.02
- Routine checking of hearing aids and external components of surgically implanted medical devices, 300.113; ARSD 24:05:27:05

District Narrative:

The South Dakota School for the Blind and Visually Impaired ensures that each identified student with a vision loss has a current IEP in place that meets the requirements of Section 636(d) of the IDEA, and that has been developed in accordance with the requirements at 34 CFR sections 300.320 through 324. All identified students served at SDSBVI will have a current IEP in place at the beginning of the school year, and for eligible preschool students, by their third birthday. Each eligible student's IEP will be reviewed periodically, but not less than annually, to review progress and determine whether annual goals are being met.

- Content of the IEP; 300.320(a)(1-7); ARSD 24:05:27:01.03

The SDSBVI superintendent/designee will be responsible to ensure that the proper procedures are followed in the development, review, and revision of each IEP.

The joint IEP team will ensure that all appropriate special education issues are addressed and documented on the IEP. The district's Comprehensive Plan along with the IEP Technical Assistance Guide, available from Special Education Programs, will be used as references in the development, review, and revision of each IEP.

The SDSBVI has adopted a format for the IEP which is very similar to the state IEP form. All sections of the IEP must be completed during the meeting. Upon adjournment, the parents, LEA and SDSBVI all receive copies of the new IEP. The following information must be included:

1. A statement of the student's present levels of academic achievement and functional performance, including how the student's disability affects the student's involvement and progress in the general curriculum (i.e., the same curriculum as for nondisabled students).

For preschool student, as appropriate, how the disability affects the student's participation in appropriate activities.

Eye condition and implications of vision loss on the child's education and recommended educational modifications.

2. A statement of measurable annual goals, including academic and functional goals, designed to:

(a) Meet the student's needs that result from the student's disability to enable the student to be involved in and progress in the general education curriculum; and

(b) Meet each of the student's other educational needs that result from the student's disability.

For students with disabilities who take alternate assessments aligned to alternate achievement standards, each student's IEP shall provide a description of benchmarks or short-term objectives.

3. A statement of the special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student, or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student:
 - (a) To advance appropriately toward attaining the annual goals;
 - (b) To be involved and make progress in the general education curriculum in accordance with this section and to participate in extracurricular and other nonacademic activities; and
 - (c) To be educated and participate with other students with disabilities and nondisabled students in the activities described in this section.
4. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in activities described in this section.
5. A statement of any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the student on state and district-wide assessments consistent with § 24:05:14:14. If the IEP team determines that the student shall take an alternate assessment instead of a particular regular state or district-wide assessment of student achievement, a statement of why:
 - (a) The student cannot participate in the regular assessment; and
 - (b) The particular alternate assessment selected is appropriate for the student.
6. The projected date for the beginning of the services and modification described in this section and the anticipated frequency, location, and duration of those services and modifications.
7. A description of how the student's progress toward the annual goals described in this section will be measured and when periodic reports on the progress the student is making toward meeting the annual goals (such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards) will be provided.
8. Beginning not later than the first IEP to be in effect when the student turns 16, or younger if determined appropriate by the IEP team, and updated annually thereafter, the IEP shall include:
 - (a) Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and, if appropriate, independent living skills; and
 - (b) The transition services (including courses of study) needed to assist the student in reaching those goals.
9. Beginning not later than one year before a student reaches the age of majority under state law, the student's individualized education program must include a statement that the student has been informed of his or her rights under Part B of the Individuals with Disabilities Education Act, if any, that will transfer to the student on reaching the age of majority consistent with § 24:05:30:16.01.
10. Lists of individuals participating in the development of the IEP and identification of persons responsible for its implementation.
11. Determination of need for Extended School Year (ESY) and specific services to be provided.
12. Determination of person responsible for checking hearing aids and external components of surgically implanted medical devices and condition of prescribed eyewear.
 - **Transition services; 300.320(b); ARSD 24:05:27:13.02**

Beginning not later than one year before a student reaches the age of majority under state law, the student's individualized education program must include a statement that the student has been informed of his or her rights under Part B of the Individuals with Disabilities Education Act, if any, that will transfer to the student on reaching the age of majority consistent with § 24:05:30:16.01.

- Transfer of rights at the age of majority; 300.320(c); ARSD 24:05:27:01.03

Beginning not later than one year before a student reaches the age of majority under state law, the student's individualized education program must include a statement that the student has been informed of his or her rights under Part B of the Individuals with Disabilities Education Act, if any, that will transfer to the student on reaching the age of majority consistent with § 24:05:30:16.01.

- The IEP team; 300.321; ARSD 24:05:27:01.01

The following individuals serve as members of the IEP team:

1. Student (required age 16 and older/as appropriate under age 16)
Student participation in the development of the IEP is strongly encouraged whenever appropriate. For students age 16 and older, participation in the IEP/ITP (Individual Transition Plan) is expected. It is important that students be fully prepared prior to the meeting. It is the responsibility of the Case Teacher to assist with this preparation. The Student Services Director may serve as a resource in working with the student.
2. Parents/Guardians
3. LEA Representative (co-chair)
4. Principal/Superintendent (co-chair)
5. Case Teacher/Special Education Teacher
6. Case Manager (if student is in residential program)
7. Evaluator(s)
8. Others who may be involved:
 - A. Student Services Director
 - B. Transition Specialist (age 16 and up)
 - C. Faculty and Staff with instructional responsibilities
 - D. Speech Pathologist
 - E. Occupational Therapist
 - F. Physical Therapist
 - G. Registered Nurse
 - H. Outreach Vision Consultant
 - I. Outside Consultants
 - J. Others as requested by parents or LEA

A member of the IEP team is not required to attend an IEP team meeting, in whole or in part, if the parent of a student with a disability and the school district agree in writing that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed in the meeting. A member of the IEP team may be excused from attending, in whole or in part, an IEP team meeting that involves a modification to or discussion of the member's area of the curriculum or related services, if:

- (1) The parent and school district consent in writing to the excusal; and
- (2) The member submits, in writing to the parent and the IEP team, input into the development of the IEP before the meeting.

- Parent participation in the IEP; 300.322; ARSD 24:05:25:16

All decisions of the IEP team will be made jointly by the parents, school district and SDSBVI personnel through the IEP process and specified on the child's IEP. The IEP will be in effect before special education and related services are provided to a child and will be implemented as soon as possible following an IEP meeting.

Parents will have an opportunity to evaluate the continuum of educational options for their child.

The SDSBVI will ensure that the parent receives a copy of the completed IEP and that the IEP is made available to all service providers.

- When the IEP must be in effect; 300.323; ARSD 24:05:25:22

The Individual Education Plan is developed annually for each student. The IEP details the strengths and needs of the child, the goals established for the year, any special adaptations to be made, related services to be provided, and other details of the child's special education program.

- Development of the IEP; 300.324; ARSD 24:05:27:01.02

IEPs will be written annually (within 365 days of the previous plan) by the IEP team. For students enrolled on campus, Case Teachers and Case Managers play an important role in the development and implementation of the IEP for each student assigned to them.

The exact dates for the IEPs will fluctuate each year. A current IEP must be on file at the beginning of the school year. IEPs must not extend beyond 365 days in duration. Each student must have a comprehensive evaluation completed every three years or more frequently when requested by a parent or teachers. Comprehensive evaluations must be completed within twenty-five (25) school days (upon receipt of consent for evaluation) and an IEP developed within thirty (30) calendar days from the end of the 25 school days evaluation timeline.

PROCESS:

1. Scheduling of IEPs will be done by the Educational Secretary who will contact parents and LEA to set up a mutually agreeable date and time, determine who will be present, and decide whether the meeting will be held person-to-person or by teleconference. A Contact Report will be maintained as an official record of legal notification. All arrangements made by telephone will be followed with a Parental Prior Notice Form to parents, LEA, SDSBVI staff, and others as identified. As the meeting arrangements are finalized, SDSBVI staff will be notified and also receive a copy of the Parental Prior Notice Form.
2. In preparation for the IEP meeting, Case Teachers will schedule and conduct a prestaffing to do the following:
 - a. Review the child's progress since the last IEP meeting and current strengths and needs.
 - b. Review all evaluation data.
 - c. Discuss placement options and generate ideas for a program which would address the child's individual needs.
 - d. Discuss potential for related service needs and options for implementation.
 - e. Identify components which should be considered for the Individual Education Plan (IEP) and Individual Transition Plan (ITP) [for students 16 and older], including the specific goals of participation in other programs.
 - f. Determine which SDSBVI staff should attend the IEP meeting. Prestaffings should be held at least 5 days prior to the IEP so that parents can be notified as to who will be in attendance.
 - g. It is the responsibility of each teacher, case manager, and therapist to share relevant information with the Case Teacher.
3. Information brought to the IEP meeting should be in rough draft form for discussion by the team.
4. IEP meetings will be co-chaired by the SDSBVI Principal or designee and the school district representative who are jointly responsible for completion of the IEP document and are authorized to commit to expenditures.

5. There is a single format for all IEPs. The IEP must reflect the skill areas impacted by the disability (as opposed to assigned classes). Therefore, the goals which are identified by the team will be implemented across domains. It is significant that the IEP reflect those special adaptations which address the student's vision loss and compensatory skills.
6. The IEP meeting may take place in person or by teleconference, but all provision of prior notice, participation, and content must be met.
7. All areas on the IEP form must be completed or marked as not applicable/not required.
8. Copies of the completed IEP will be provided to the parent and LEA with one copy retained for the student's cumulative file at the SDSBVI. Additional copies of the IEP will be made upon the request of parent or LEA for other individuals or agencies who will be working with the child. Copies will be provided to the service providers who work with the student.

CHANGES IN THE IEP

Any changes in the IEP, including changes in short-term objectives or related services, must be made by the IEP team. The Principal must notify the parents and LEA of the proposed changes and initiate an IEP meeting. An Addendum must be written and attached to the original IEP. This process may take place in person or by teleconference, but all provision of prior notice must be met.

TRANSFER

If an eligible student transfers to a new public agency in the same State, and enrolls in a new school within the same school year, the new public agency (in consultation with the parents) must provide a free appropriate public education (FAPE) to the child (including services comparable to those described in the child's IEP from the previous public agency), until the new public agency either:

- Adopts the child's IEP from the previous public agency; or
- Develops, adopts, and implements a new IEP that meets the applicable requirements.
- Routine checking of hearing aids and external components of surgically implanted medical devices, 300.113; ARSD 24:05:27:05

Determination of person responsible for checking hearing aids and external components of surgically implanted medical devices and condition of prescribed eyewear is included in each SDSBVI IEP.

SECTION V: Least Restrictive Environment (LRE), 34 C.F.R. §§ 300.114 – 300.120; ARSD 24:05:28

The district/cooperative and all member schools/districts will ensure that, to the maximum extent appropriate, children with disabilities, including those in public or private institutions or other care facilities, are educated with children who are not disabled, and special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only when the nature and severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. Specific reference must include:

- A continuum of alternative placements; 300.115; ARSD 24:05:28:02
- Placements; 300.116; ARSD 24:05:28:03
- Non-academic settings, 300.117; ARSD 24:05:28:06
- Children in public or private institutions; 300.118; ARSD 24:05:28:07
- Teachers and administrators are provided with technical assistance and training; 300.119; ARSD 24:05:28:11
- Monitors placements, 300.120; ARSD 24:05:28:12

District Narrative:

The South Dakota School for the Blind and Visually Impaired ensures the availability of a continuum of alternative placements to provide each student with a disability the opportunity for education in the Least Restrictive Environment. Any removal of a student with a disability from the regular education environment may occur only when the nature and severity of the child's needs dictate that education in regular classes, with the use of supplementary aids and services cannot be achieved satisfactorily.

- A continuum of alternative placements; 300-115; ARSD 24:05:28:02

Students who have a visual impairment which impacts their education are eligible for services from the SDSBVI. These educational programs and services may be offered in a variety of ways to ensure that the child receives an appropriate education in the least restrictive environment. In all cases the programming and services to be provided are specified in the IEP.

Special education programs and services necessary to meet individual needs will be coordinated with the regular education program whenever appropriate. Removal from a regular classroom will occur only when the nature and severity of the child's needs is such that education in regular classes with the use of supplementary aids cannot be satisfactorily achieved. Provisions will be made for appropriate classroom settings or alternative settings necessary to implement the IEP. Out of district placement will be utilized only when necessary to implement the IEP and will be as close to home as possible.

Placement in the least restrictive environment will not produce a harmful effect on the child or reduce the quality of services the child needs.

Parents will have an opportunity to evaluate the continuum of educational options for their child.

The following factors in determining placements will be used by the SDSBVI.

- a) Each child's educational placement must be individually determined at least annually and must be based on the child's individual education program;
- b) Provisions are made for appropriate classroom or alternative settings necessary to implement a child's individual education program;
- c) Discussion of the ways the child's visual impairment impacts their educational achievement;
- d) Except where a child's individual education plan requires some other arrangement, the child shall be educated in the school which that child would normally attend if not disabled. Other placement shall be as close as possible to the child's home;
- e) Placement in the least restrictive environment will not produce a harmful effect on the child or reduce the quality of services which that child needs; and
- f) A child with a disability is not removed from education in age appropriate regular classrooms solely because of needed modifications in the general curriculum.

- **Placements; 300.116; ARSD 24:05:28:03**

The SDSBVI provides an array of educational programs and services on the campus in Aberdeen and in local school districts across the state of South Dakota. Thus the SDSBVI endorses and assists local school districts to provide a continuum of placements for students who are blind, visually impaired, or deaf blind. Alternative placements could include regular education programs with modification, resource rooms, self-contained programs, day school programs, residential school programs, and home and hospital programs. The SDSBVI can implement these alternatives in the following ways:

- a) **EVALUATION SERVICES:** The SDSBVI provides comprehensive educational evaluations and interpretation of results for parents and public school teachers and recommendations for appropriate educational programming and placement. Vocational testing is also available.
- b) **CONSULTATION SERVICES:** The SDSBVI provides consultative services for local school districts, cooperatives and parents to assist them in developing child identification procedures and appropriate educational programs. Consultation services range from early intervention to transition.
- c) **DAY SCHOOL PROGRAMS:** The SDSBVI provides direct educational programs and services to visually impaired students, including those who are multihandicapped and deaf blind. For some students this may be a full day program at the SDSBVI or a combined program with public or private preschools, public or parochial schools at the elementary or high school level, Aspire, etc.
- d) **RESIDENTIAL SCHOOL PROGRAM:** The SDSBVI provides residential services for those students who are better served in such an environment and who need the continuity of an extended and intensive program. Residential services are available to students who live too far away to make daily travel feasible.
- e) **HOME AND HOSPITAL PROGRAMS:** The SDSBVI will provide limited direct service and/or consultation in home or hospital environments when it best meets the needs of the student. Home or hospital programs through the SDSBVI are temporary in nature and of limited duration.
- f) **OTHER SETTINGS:** The SDSBVI will provide consultation and/or training for students with visual impairments in vocational programs, work settings, and other locations upon request.

- **Non-academic settings, 300.117; ARSD 24:05:28:06**

Nonacademic and extracurricular activities will be provided for students at the SDSBVI to afford them equal opportunities for participation. Students may take part in extracurricular and/or nonacademic courses offered in the Aberdeen public or parochial schools, preschools, A-TEC, NSU, or other community programs. These activities may include counseling, athletics, transportation, health services, recreational activities, special interest groups or clubs, referrals to agencies (such as Service to the Blind and Visually Impaired and Opportunities in Independent Living) who provide services to persons with handicaps and opportunities for obtaining on the job training and outside employment.

In providing for or arranging for provision of academic, nonacademic and extracurricular services, each child will have opportunities to participate to the maximum extent possible and appropriate with non-handicapped peers. It will be the responsibility of SDSBVI personnel to work with others in the integrated setting (teachers, students, and others) to provide consultation and support as may be necessary.

- Children in public or private institutions; 300.118; ARSD 24:05:28:07

Teaching our students to live and work successfully in the community is a part of our role and mission. Although students benefit from classroom instruction and role playing within the school environment, they also need opportunities to practice skills they have acquired in every day settings.

Blind and visually impaired children need to work harder to become familiar with "how things work," having limited opportunities to observe and imitate others or raise questions about the events taking place around them. In addition, some students experience difficulty in transferring experiences and skills from one situation to another.

Making the community a part of the learning experience has been a part of the SDSBVI curriculum for a long time through public school classes, mobility lessons, recreational opportunities as well as classroom activities.

To ensure that students are getting the necessary opportunities to interact within the community, options including academic, nonacademic, recreational, and vocational will be discussed during the IEP meetings and included on the student's IEP.

Each student who receives educational services has an annual review of his/her program by his/her placement committee. During that review consideration is given to reintegration into the local school district or provision of some program components within the Aberdeen public or private schools. "Guidelines for Decision Making" have been developed to assist SDSBVI personnel in this process. While the SDSBVI educational team will make recommendations, such decisions rest with the IEP team.

When it is determined that a student will benefit from another program, SDSBVI faculty and staff will work with the local school district to develop an appropriate plan for reintegration or transfer. The SDSBVI personnel will be available to meet with teachers and other service providers, travel to the local school district, provide in services for students or staff, assist with getting needed books and materials, and otherwise assist with the process.

A student remains eligible for SDSBVI programs and services until they receive a signed high school diploma or becomes 21 years of age during the fiscal year shall have free school privileges during the school year.

A student who returns to his/her local school district or other setting may receive educational diagnostic or consultative services as needed. In the event a student needs an on campus program at a later date, the normal placement process will apply.

- Teachers and administrators are provided with technical assistance and training; 300.119; ARSD 24:05:28:11

Ongoing technical assistance and training are available to SDSBVI administrators and teachers through the DOE.

- Monitors placements, 300.120; ARSD 24:05:28:12

The DOE monitors SDSBVI placement decisions at the local district and at SDSBVI through Special Education compliance monitoring and reporting.

SECTION VI: Procedural Safeguards, 34 C.F.R. § 300.121; ARSD 24:05:30

The district/cooperative and all member schools/districts will ensure that all children with disabilities and their parents are afforded procedural safeguards required by 34 C.F.R. §§300.500 through 300.536, and consistent with South Dakota Administrative Rule. Specific reference must include:

- Opportunity to examine records; parent participation in meetings; 300.501(a)(b)(c); ARSD 24:05:30:02
- Independent educational evaluations; 300.502; ARSD 24:05:30:03
- Prior written notice; content of notice; 300.503; ARSD 24:05:30:04
- Procedural safeguards notice; 300.504; ARSD 24:05:30:06.01, ARSD 24:05:30:06.02
- Use of electronic mail; 300.505; ARSD 24:05:30:06.03
- Availability of mediation; 300.506; ARSD 24:05:30:09
- Filing of due process complaints; 300.507; 300.508; 300.509; ARSD 24:05:30:07.01
- Resolution process; 300.510; ARSD 24:05:30:08.09-.12
- Impartial due process hearing; 300.511; ARSD 24:05:30:09.04
- Hearing rights; 300.512; ARSD 24:05:30:12
- Hearing decisions; 300.513; 300.514; 300.515; 300.516; 300.517; ARSD 24:05:30:11
- Status of child during due process proceedings; 300.518; 24:05:30:14 ARSD.
- Surrogate parents; children who are wards of the state; homeless youth; 300.519; ARSD 24:05:30:15
- Transfer of rights at age of majority; 300.520; ARSD 24:05:30:16.01
- Discipline procedures and manifestation determination; 300.530; ARSD 24:05:26:09.03
- Determination of setting; 300.531; ARSD 24:05:26:09.2
- Right of appeal of the determination of setting; 300.532; ARSD 24:05:26:09.05
- Placement during appeals; 300.533; ARSD 24:05:26:09.06
- Protections for children not determined eligible for special education and related services; 300.534; ARSD 24:05:26:14
- Referral to action by law enforcement and judicial authorities; 300.535; ARSD 24:05:26:15
- Change of placement due to disciplinary removals; 300.536; ARSD 24:05:26:02.01

District Narrative:

The South Dakota School for the Blind and Visually Impaired ensures that all children with disabilities and their parents are afforded the required procedural safeguards of 34 CFR 300.500 through 300.536 as outlined in the *South Dakota Parental Rights and Procedural Safeguards* document.

The district will provide a copy of the procedural safeguards document to the parents of an eligible child with a disability at least one time each year, in addition to the following:

- Upon initial referral or parent request for an evaluation;
- Upon request by the parent;
- In accordance with discipline procedures outline in the procedural safeguards document;
- Upon receipt of the first state complaint or first due process complaint in a given school year.

The LEA is responsible to post a copy of the procedural safeguards document on its website in both English and Spanish to afford access to the public.

- Opportunity to examine records; parent participation in meetings; 300.501(a)(b)(c); ARSD 24:05:30:02

Parents, legal guardians, or eligible students have the right to inspect and review any educational records collected and maintained by the SDSBVI. Access by parents is not recorded on the Records Access Monitor. The school shall comply with a written request without unnecessary delay and within forty-five (45) calendar days after a request is received. Parents, legal guardians or eligible students requesting records for use at an Individualized Educational Planning Committee meeting, a hearing, or a hearing appeal shall be given immediate access to the requested records.

All decisions of the IEP team will be made jointly by the parents, school district and SDSBVI personnel through the IEP process and specified on the child's IEP. The IEP will be in effect before special education and related services are provided to a child and will be implemented as soon as possible following an IEP meeting.

Parents will have an opportunity to evaluate the continuum of educational options for their child.

The SDSBVI will ensure that the parent receives a copy of the completed IEP and that the IEP is made available to all service providers.

- Independent educational evaluations; 300.502; ARSD 24:05:30:03

For students enrolled at the SDSBVI, requests for an independent educational evaluation (conducted by persons other than SDSBVI staff) will be referred back to the LEA.

Upon request of a LEA or parent, the SDSBVI will conduct an independent educational evaluation for a visually impaired child who is a South Dakota resident. Such evaluation, conducted by the SDSBVI personnel, will be provided at no charge to either the LEA or parent. Both parents and LEA representatives will be invited to take part in the post evaluation staffing. Copies of the evaluation report will be sent to both the parent and LEA.

Pursuant to SDCL § 13-37-1.3, the local school district has a non-delegable duty to provide a free appropriate public education for each resident child. Although the preferred placement for all children is in the school that they would ordinarily attend if they were not disabled, for some children, the least restrictive environment may involve an alternative placement in a special school. Placement in a special school does not transfer the school district's responsibility for FAPE to the special school providing an alternative placement. Rather, it necessitates a close cooperation between the school district and the special school to assure that the school district can provide necessary educational or related services that are ordinarily unavailable through the special school. This relationship is spelled out in the cooperative agreement between the Board of Regents and Board of Education.

The parties agree that the Individualized Educational Plan team provides the proper setting to assign responsibility for providing educational and related services that the IEP team has determined to be necessary to provide FAPE to a child. To that end, the parties agree that the local school district will have primary responsibility for the IEP. The special school will provide administrative support throughout the IEP process and will assign personnel who have the knowledge of special education and of the special school resources to assist the school district counterpart in guiding IEP team meetings convened at the special school. The parties agree further that where the IEP team identifies as necessary an educational or related service that the special school does not provide, the school district will be responsible for financing provision of such services.

- Prior written notice; content of notice; 300.503; ARSD 24:05:30:04

The SDSBVI will not make a change in a student's program without notifying the parents and local school district in writing at least five (5) days prior to initiating or refusing to initiate or changing the identification, evaluation or educational placement of a child or the provision of a free appropriate public education to the child.

Parental consent must be obtained in writing prior to a first time evaluation and before the initial placement of a child in a program providing special education or special education and related services. For subsequent evaluations which take place at the SDSBVI, parents will receive a prior consent form from the SDSBVI.

The notice to parents must include the following:

1. Describe the action that your school district proposes or refuses to take;
2. Explain why your school district is proposing or refusing to take the action;
3. Describe each evaluation procedure, assessment, record, or report your school district used in deciding to propose or refuse the action;
4. Include a statement that you have protections under the procedural safeguards provisions in Part B of the IDEA;
5. Tell you how you can obtain a description of the procedural safeguards if the action that your school district is proposing or refusing is not an initial referral for evaluation;
6. Include sources for you to contact for help in understanding Part B of the IDEA;
7. Describe any other options that your child's individualized education program (IEP) Team considered and the reasons why those options were rejected; and
8. Provide a description of other factors relevant to why your school district proposed or refused the action.
 - **Procedural safeguards notice; 300.504; ARSD 24:05:30:06.01; ARSD 24:05:30:06.02**

The notice must be:

1. Written in language understandable to the general public; and
2. Provided in your native language or other mode of communication you use, unless it is clearly not feasible to do so.

If your native language or other mode of communication is not a written language, your school district must take steps to ensure that:

1. The notice is translated for you orally or by other means in your native language or other mode of communication;
2. You understand the content of the notice; and
3. There is written evidence that 1 and 2 have been met.

You may elect to receive notices required in this document regarding prior written notice, procedural safeguards notice, and notices related to a due process complaint by an electronic mail communication if the district makes that option available. The district will document your request to receive these notices by electronic mail.)

RELEASE FORMS

In order to protect students, parents, and the SDSBVI, several release forms must be completed and signed by parents each school year. When students return to school, parents are required to fill out and sign all release forms before they depart. Included in these papers is a form to obtain parental consent to release information about their child through the media. In addition to giving approval for the release of identifying information, parents also may note any limitations they wish to be followed.

Consent means that the parent has been fully informed of all information relative to the activity for which consent is sought, in his or her native language or other mode of communication; the parents understand and agree in writing to the carrying out of the activity for which consent is sought, and the consent describes that activity and lists any records which will be released and to whom; and the granting of consent by parents is voluntary and may be revoked in writing at any time.

- **Use of electronic mail; 300.505; ARSD 24:05:30:06.03**

SDSBVI will provide notices to parents by electronic mail if they elect to do so.

- Availability of mediation; 300.506; ARSD 24:05:30:09

GRIEVANCE PROCEDURE

The school recognizes the need for students and/or parents to have appropriate ways to resolve conflict and disagreement with rules and/or procedures of the school, actions by any individual staff member of the school, or any discriminating policies, procedures or actions by the school or any of its employees. The following course of action should be used by the students and/or parents to try to change any policy or action taken by the school or one of its employees or any discrimination encountered by any student and/or his/her parent(s).

1. The student and/or parents should make all attempts to resolve any conflict or disagreement in an informal manner. The student and/or parents can talk to his/her teacher or case manager to try to change a policy or action.
2. If the student and/or parents are not satisfied, the grievance can be taken, informally to the Principal, Dorm Supervisor, or Student Services Director.
3. Dissatisfaction with the Step 2 decision can result in a formal written complaint to the Principal. The student and/or his/her parents shall receive a written response within ten (10) working days of the receipt of the appeal.
4. If a resolution is not achieved, the student and/or his/her parents shall formally file a grievance with the Superintendent. The Superintendent shall respond in writing within ten (10) working days.
5. If the student and/or his/her parents are not satisfied with the Step 4 decision, a formal written complaint can be made to the Executive Director of the South Dakota Board of Regents. The Executive Director of the Board will respond in writing as quickly as possible. Action of the Board will be final for administrative procedure.

- Filing of due process complaints; 300.507; 300.508; 300.509; ARSD 24:05:30:07.01

The BOR, the SDSD, the SDSBVI, and the DOE agree that the DOE has the responsibility under IDEA to monitor the special schools in order to ensure compliance with IDEA. As such, the DOE has the responsibility to oversee corrective actions as a result of compliance monitoring.

The BOR, the SDSD, the SDSBVI and the DOE agree that state and federal special education laws require that parents have access to due process procedures to resolve concerns about IEP plans or with the implementation of those plans. The parties agree that cooperation between the special schools and school districts will be essential to assure parents' recourse to effective decision-makers who have the financial resources to provide services found to be necessary.

To this end, the parties agree that each placement agreement should specify that the special school and the school district will encourage parents to address concerns about IEP plans or with the implementation of those plans to the special school superintendent for informal resolution. Such procedures shall not preclude the parents from filing due process complaints about such matters, as permitted under regulation, but such due process complaints should be directed to the school districts since they have primary responsibility to provide a free appropriate public education.

Each placement agreement should specify that the special school and the school district will encourage parents to address concerns about IEP plans or with the implementation of those plans to the special school superintendent for informal resolution. Such procedures shall not preclude the parents from requesting mediation or initiating due process complaints as permitted under rule.

In the event that a parent initiates a due process complaint, the special school shall cooperate fully with the school district in meetings with parents convened to attempt to resolve the concern, in mediation sessions, if any, and in preparing for and participating in any formal hearings.

- Resolution process; 300.510; ARSD 24:05:30:08.09-.12

GRIEVANCE PROCEDURE

The school recognizes the need for students and/or parents to have appropriate ways to resolve conflict and disagreement with rules and/or procedures of the school, actions by any individual staff member of the school, or any discriminating policies, procedures or actions by the school or any of its employees. The following course of action should be used by the students and/or parents to try to change any policy of or action taken by the school or one of its employees or any discrimination encountered by any student and/or his/her parent(s).

1. The student and/or parents should make all attempts to resolve any conflict or disagreement in an informal manner. The student and/or parents can talk to his/her teacher or case manager to try to change a policy or action.
2. If the student and/or parents are not satisfied, the grievance can be taken, informally to the Principal, Dorm Supervisor, or Student Services Director.
3. Dissatisfaction with the Step 2 decision can result in a formal written complaint to the Principal. The student and/or his/her parents shall receive a written response within ten (10) working days of the receipt of the appeal.
4. If a resolution is not achieved, the student and/or his/her parents shall formally file a grievance with the Superintendent. The Superintendent shall respond in writing within ten (10) working days.
5. If the student and/or his/her parents are not satisfied with the Step 4 decision, a formal written complaint can be made to the Executive Director of the South Dakota Board of Regents. The Executive Director of the Board will respond in writing as quickly as possible. Action of the Board will be final for administrative procedure.

- Impartial due process hearing; 300.511; ARSD 24:05:30:09.04

SDSBVI will ensure that procedures are established and implemented to allow parties to disputes involving any matter under this article, including matters arising before the filing of a due process complaint, to resolve disputes through a mediation process. Procedures for mediation are as follows:

- (1) SDSBVI shall ensure that mediation is viewed as voluntary and freely agreed to by both parties and is in no way used to deny or delay an aggrieved party's right to a hearing on a parent's due process complaint, or to deny any other rights afforded under this article; and
- (2) The mediation conference is an intervening, informal process conducted in a nonadversarial atmosphere that is scheduled in a timely manner and held in a location that is convenient to the parties in the dispute.

The state shall bear the cost of the mediation process, including the costs of meetings described in § 24:05:30:09.02.

- Hearing rights; 300.512; ARSD 24:05:30:12

Any party to a hearing, under this chapter or chapters 24:05:26 and 24:05:26.01, has the right to:

- (1) Be accompanied and advised by counsel and by individuals with special knowledge or training concerning the problems of children with disabilities, except that neither party has the right to be represented by a nonattorney at a hearing;
- (2) Present evidence and confront, cross-examine, and compel the attendance of witnesses;
- (3) Prohibit the introduction of any evidence at the hearing that has not been disclosed to that party at least five business days before the hearing;
- (4) Obtain a written or, at the option of the parents, electronic verbatim record of the hearing; and
- (5) Obtain written or, at the option of the parents, electronic findings of fact and decisions. The public agency shall transmit those findings and decisions, after deleting any personally identifiable information, to the state advisory counsel and shall make those findings and decisions available to the public.

- Hearing decisions; 300.513; 300.514; 300.515; 300.516; 300.517; ARSD 24:05:30:11

Any party aggrieved by the decision of the hearing officer under this chapter or chapters 24:05:26 and 24:05:26.01 may bring a civil action with respect to a due process complaint notice requesting a due process hearing under the Individuals with Disabilities Education Act, 20 U.S.C. § 1415(i)(2). A civil action may be filed in either state or federal court without regard to the amount in controversy. The party bringing the action has 90 days from the date of a hearing officer's decision to file a civil action. In any action brought under this section, the court:

- (1) Shall review the records of the administrative proceedings;
- (2) Shall hear additional evidence at the request of a party; and
- (3) Basing its decision on the preponderance of the evidence, shall grant the relief that the court determines to be appropriate.

Nothing in Part B of the Individuals with Disabilities Education Act restricts or limits the rights, procedures, and remedies available under the Constitution, the Americans with Disabilities Act of 1990 as amended to July 1, 2013, Title V of the Rehabilitation Act of 1973 as amended to July 1, 2013, or other federal laws protecting the rights of children with disabilities. However, before the filing of a civil action under these laws, seeking relief that is also available under section 615 of IDEA, the procedures under this chapter for filing a due process complaint must be exhausted to the same extent as would be required had the action been brought under section 615 of IDEA.

- Status of child during due process proceedings; 300.518; ARSD 24:05:30:14

As with interagency disputes, during the pendency of this dispute resolution process, the parties will ensure that services required to provide FAPE will continue. Disputed service(s) currently being provided will continue until the outcome of the dispute resolution process. The implementation of disputed service(s) not previously provided will be pursuant to a decision reached through the following resolution process.

- Surrogate parents; children who are wards of the state; homeless youth; 300.519; ARSD 24:05:30:15

The SDSBVI has established and implemented procedural safeguards, including the right to an independent educational evaluation, prior notice, and parental consent. Because students receive services from the SDSBVI through an IFSP or IEP process, responsibility for the appointment of a surrogate parent remains with the LEA.

- Transfer of rights at age of majority; 300.520; ARSD 24:05:30:16.01

All rights, including those related to student records, automatically are extended to the student at age 18, unless legal guardianship has been established. If the parents or legal guardians of an adult student deem this student mentally or emotionally incompetent to be responsible for the proper handling and disposition of his/her school record, these parents or guardians and not the school, must assume sole responsibility for having this incompetence legally established by the courts.

- Discipline procedures and manifestation determination; 300.530; ARSD 24:05:26:09.03

NA

- Determination of setting; 300.531; ARSD 24:05:26:09.2

NA

- Right of appeal of the determination of setting; 300.532; ARSD 24:05:26:09.05

NA

- Placement during appeals; 300.533; ARSD 24:05:26:09.06

NA

- Protections for children not determined eligible for special education and related services; 300.534; ARSD 24:05:26:14

NA

- Referral to action by law enforcement and judicial authorities; 300.535; ARSD 24:05:26:15

Nothing in Part B of the Individuals with Disabilities Education Act prohibits a school district or other public agency from reporting a crime committed by a student with a disability to appropriate authorities or to prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with a disability.

A school district or other public agency reporting a crime committed by a student with a disability shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by the appropriate authorities to whom it reports the crime. A school district reporting a crime under this chapter may transmit copies of the student's special education and disciplinary records only to the extent that the transmission is permitted by the Family Educational Rights and Privacy Act, as amended to January 8, 2009.

- Change of placement due to disciplinary removals; 300.536; ARSD 24:05:26:02.01

If a short-term suspension from a class, classes, or school is anticipated because of a pupil's violation of a policy, the procedure in § 24:07:02:01 applies.

Policy Statement – The suspension of students from the SDSBVI includes the general due process procedures used for all students. No student will be suspended from school for more than ten (10) days for a violation of a rule, regulation, or policy without a proper hearing as defined in Article 24:07. In all cases when suspension is contemplated, the parents and LEA will be notified.

It is the policy of the SDSBVI that no student will be expelled. If it appears necessary to discontinue services on the SDSBVI campus, the local school district will be notified so that a placement committee can be convened to evaluate the student's needs and determine the best way to provide for a free appropriate public education.

SDSBVI Procedures – If a short-term suspension from a class, classes, or school is anticipated because of a student's violation of a rule, regulation, or policy, the Principal or Superintendent shall give oral or written notice to the student as soon as possible following the alleged violation, stating the basis for the suspension. The student will be given an opportunity to answer the charges. In all cases of short-term suspension, the parents will be contacted by telephone, in person, or through written notice. In no cases will a student be suspended from school without prior notification of parents and provisions made for travel home or to an alternate site. The student may not be suspended for more than ten (10) days.

In cases where the safety or wellbeing of the student or others is jeopardized, the SDSBVI may elect to contact civil authorities, medical or mental health professionals for immediate intervention.

SECTION VII: Evaluation 34 C.F.R. §300.122; ARSD 24:05:25

The district/cooperative and all member schools/districts will ensure that all children with disabilities are evaluated in accordance with 34 C.F.R. §§300.300 through 300.311. Specific references must include:

- Parental consent (for initial evaluation, services, and re-evaluations; 300.300; ARSD 24:05:25:02.01, ARSD 24:05:25:06.01
- Initial evaluations; 300.301; ARSD 24:05:25:03
- Screening for instructional purposes; 300.302; ARSD 24:05:25:03.03
- Re-evaluations; 300.303; ARSD 24:05:25:06
- Evaluation procedures; 300.304; 300.305; ARSD 24:05:25:04
- Determining eligibility; 300.306; ARSD 24:05:25:04.03
- Specific learning disabilities; 300.307 through 300.311; ARSD 24:05:25:07, ARSD 24:05:25:08, ARSD 24:05:25:11, ARSD 24:05:25:12

District Narrative:

The SDSBVI serves children who have been determined eligible by their LEA prior to being accepted for placement.

The LEA is responsible that all children with disabilities are evaluated in accordance with the following regulatory provisions:

- Parental consent (for initial evaluation, services, and re-evaluations; 300.300; ARSD 24:05:25:02.01, ARSD 24:05:25:06.01 ARSD.

SDSBVI requires parental consent for re-evaluations. We will review areas of concern and determine areas to be assessed. Parents of enrolled students are contacted by phone by the Student Services Director in advance of the evaluation to secure their input into the evaluation process.

- Initial evaluations; (Preplacement evaluations, ARSD 24:05:25:03)

NA

- Screening for instructional purposes; 300.302; ARSD 24:05:25:03.03

NA

- Re-evaluations; 300.303; ARSD 24:05:25:06

The Liaison for Services, Student Services Director, and Outreach Vision Consultants will monitor the schedule for comprehensive evaluations that must be completed every three years or more frequently if requested by parent/guardian or teacher. This team will establish schedules and ensure proper notification to parents. They review areas of concern and determine areas to be assessed. Parents of enrolled students are contacted by phone by the Student Services Director in advance of the evaluation to secure their input into the evaluation process. Comprehensive evaluations must be completed within twenty-five (25) school days from receipt of consent for evaluation and an IEP developed within thirty (30) calendar days from the end of the 25 school days evaluation timeline. The Student Services Director ensures that parents receive written prior notice.

- Evaluation procedures; 300.304; 300.305; ARSD 24:05:25:04

NA

- Determining eligibility; 300.306; ARSD 24:05:25:04.03

NA

- Specific learning disabilities; 300.307 through 300.311; ARSD 24:05:25:07, ARSD 24:05:25:08, ARSD 24:05:25:11, ARSD 24:05:25:12

NA

SECTION VIII: Confidentiality 34 C.F.R. 300.123; ARSD 24:05:29, ARSD 24:05:21:05

The district/cooperative and all member schools/districts will ensure compliance with all regulations regarding the confidentiality of records and information, as noted in 34 C.F.R. §§300.610 through 300.626. Specific references must include:

- Notice requirements to parents; 300.612; ARSD 24:05:29:18
- Access rights; 300.613; ARSD 24:05:29:04
- Record of access; 300.614; ARSD 24:05:29:05
- Records on more than one child; 300.615; ARSD 24:05:29:06
- List of types and locations of information; 300.616; ARSD 24:05:29:07
- Fees for copies of records; 300.617; ARSD 24:05:29:08
- Amendments to records at parent's request; 300.618; ARSD 24:05:29:09
- Opportunity for a hearing; 300.619; ARSD 24:05:29:10
- Result of hearing and hearing procedures; 300.620-621; ARSD 24:05:29:12
- Parental consent for the release of records; 300.622; ARSD 24:05:29:13
- Safeguarding of records; 300.623; ARSD 24:05:29:14
- Destruction of information; 300.624; ARSD 24:05:29:15
- Children's rights; transfer at the age of majority; 300.625; ARSD 24:05:29:16
- Enforcement; policies and procedures; 300.626; ARSD 24:05:29:17
- Transfer of records for migratory children with disabilities; 300.213; ARSD 24:05:21:05

District Narrative:

The South Dakota School for the Blind and Visually Impaired ensures the compliance with all regulations regarding the confidentiality of personally identifiable information and all records according to 34 CFR 300.610 through 300.626.

- Notice requirements to parents; 300.612; ARSD 24:05:29:18

The parents of children enrolled at the SDSBVI and eligible students will be notified annually of their rights under this act. These rights are written in the Parent/Student Handbook distributed to all parents/students upon enrollment and again at the beginning of each school year. The SDSBVI will provide a copy of the procedural safeguards document ("South Dakota Parental Rights and Procedural Safeguards") at least one time each year in addition to the following:

- Upon request by the parent
- In accordance with discipline procedures in the procedural safeguards document
- Upon receipt of the first state complaint or first due process complaint in a given school year

The notice will include a statement that the parent/guardian has a right to inspect and review the child's records, request amendment, consent to disclosure, file a complaint, and obtain a copy of the SDSBVI policy. The notice will indicate the location where copies of the SDSBVI policy are located. The SDSBVI will provide this notice by any means that are likely to inform the parents and eligible students of their rights and that will effectively notify parents of students who have a primary or home language other than English.

- Access rights; 300.613; ARSD 24:05:29:04

CONFIDENTIALITY POLICY

The Confidentiality Policy of the South Dakota School for the Blind and Visually Impaired guarantees:

1. The complete privacy of school records of every enrolled student or former enrolled student from unwarranted inspection by or communication to any unauthorized individual or agency.
2. Upon request, the right of the parents or legal guardians of every student and the similar right of every eligible student to read or to have read, explained and interpreted to them each and every portion of the record in the primary language of the home.
3. All parents, even those not having custody of their children, have access to each record kept on a child, unless barred by the court.
4. Parents have rights under the Family Education Rights and Privacy Act (FERPA) and also under the Individuals with Disabilities Education Act (IDEA) and will receive annual notification of those rights in the Student/Parent Handbook.
5. Copies of SDSBVI policies on confidentiality and retention and destruction of records are available in the main office during regular business hours.

EMPLOYEE ACCESS Current confidentiality regulations limit access to student files to specific personnel, who have a legitimate educational interest in the individual child. Records may be reviewed by authorized individuals between 8:00 am and 4:30 pm, Monday through Friday and at other times and days as circumstances permit. Access by authorized SDSBVI employees is not recorded on the Records Access Monitor. If a student file is to be removed from the office area, a record consisting of the name of student, date, and name of person using file must be entered on the form provided.

PARENT/STUDENT ACCESS Parents, legal guardians, or eligible students have the right to inspect and review any educational records collected and maintained by the SDSBVI. Access by parents is not recorded on the Records Access Monitor. The school shall comply with a written request without unnecessary delay and within forty-five (45) calendar days after a request is received. Parents, legal guardians or eligible students requesting records for use at an Individualized Educational Planning Committee meeting, a hearing, or a hearing appeal shall be given immediate access to the requested records.

The SDSBVI presumes that both parents have authority to inspect and review records relating to his/her child unless notified in writing that a parent does not have the authority under applicable state law governing such matters as guardianship, separation, divorce or custody.

- Record of access; 300.614; ARSD 24:05:29:05

Parents have a right to know who has seen their child's educational records, the Records Access Monitor kept with each file must be signed by all individuals who have requested or obtained access to records. The record will show who accessed the file, when, and the purpose. Those who may view the educational file without prior parental consent include representatives of Federal or State Educational Agencies, Testing Organizations (if anonymous), accrediting organizations, parents of a dependent student (even if the student has reached the age of majority), or others to protect the health and safety of the student or others in an emergency.

Professional workers undertaking educational research may be provided access to educational records without written consent when personally identifiable information has been deleted.

- Records on more than one child; 300.615; ARSD 24:05:29:06

ACCESS RESTRICTIONS: Parents, legal guardians, and eligible students may at no time inspect the records of other students. If an educational record contains information on more than one child, the parents of those children may inspect only the information relating to their child or be informed of that specific information.

- List of types and locations of information; 300.616; ARSD 24:05:29:07

Student educational records are maintained and filed in the Staff Work Area. Confidentiality is the shared responsibility of every staff member who works with the students at the SDSBVI. Every student's rights to privacy must be protected at all times. Those individuals who have access to the file in the central office are listed on the file cabinet. They are: Administrative Assistant, Business Manager, Case Managers, Dorm Supervisor, Educational Secretary, Instructional Assistants, Instructors, Liaison for Services, Low Vision Specialist, Nurses, Principal, Student Services Director, Superintendent, Technology Specialist, and Transition Specialist.

Files kept in the dormitories are available to the Residential Supervisor, Dormitory Staff, Student Services Director, Risk Manager, Superintendent, and Principal. Files kept in the Student Services Director's Office and in the Infirmary are not available to any other staff other than the Superintendent and Principal. Requests for information should be made to the Student Services Director.

When parents, legal guardians, or eligible students, because of a visual impairment, cannot personally read the materials in the student record, a responsible adult may assist the requesting party to review the record in the presence of the administrator or administrator's representative.

The student's records may include:

1. Name, date of birth, sex and racial or ethnic group
2. Name, address and telephone number of parents
3. District of residence
4. Date of referral
5. Type of disability(s)
6. Services being provided
7. Curricular records and reports both academic and social
8. Academic assessment data
9. Health information and reports
10. Social history
11. Individual Educational Planning Committee Reports and Individual Educational Plans
12. Conduct and behavior evaluations
13. Communications

The working notes, professional observations, speculations and anecdotal experiences of teachers, administrators, case managers and student services director are private and the protected domain of the maker's work files and may not be shared with others. Once these working files are shared, they are no longer considered private files.

STUDENT DIRECTORY INFORMATION -- The SDSBVI will maintain a record of student's name, address, telephone number, grades and/or IEP, attendance record, classes attended, grade level completed and year completed.

- Fees for copies of records; 300.617; ARSD 24:05:29:08

The SDSBVI does not charge a copying fee for records provided to parents, legal guardians, or eligible students. A copying fee may be charged for copies provided to a third party. The School will not charge a fee to search for or retrieve information.

- Amendments to records at parent's request; 300.618; ARSD 24:05:29:09

Parents, legal guardians, or adult students retain the right to request that the educational records or portions thereof, be amended. Such requests may be made if the information is felt to be inaccurate, misleading or otherwise violates the privacy or the rights of the students. School officials shall decide within forty five (45) calendar days to amend the records as requested. If the request to amend the records is denied, the requesting party shall be advised of their right to a hearing.

- Opportunity for a hearing; 300.619; ARSD 24:05:29:10

Parents, legal guardians or adult students retain the right to challenge included record materials by a hearing process. The hearing process is as follows:

1. The school shall provide a hearing at the written request of parents, legal guardians, or eligible students to challenge records on grounds of their being inaccurate, misleading or otherwise in violation of the privacy or other right of the students.
2. The hearing shall be held within thirty (30) days after the request has been made.
3. Parents, legal guardians, or eligible students shall be given five (5) days advance notice of the date, place, and time of the hearing.
4. The hearing shall be conducted by a person chosen by the school (it can be a school official) who does not have direct interest in the hearing's outcome.
5. The parents, legal guardians, or eligible students shall be afforded a full and fair opportunity to present evidence related to the issues being challenged.
6. The parents, legal guardians, or eligible students may be assisted or represented by individuals of their own choice, including an attorney, at their own expense.
7. The hearing official shall make a decision based solely upon evidence presented at the hearing and include a summary of the evidence and the reasons for that decision.
8. The institutional decision must be issued within thirty (30) days following the conclusion of the hearing.

- Result of hearing and hearing procedures; 300.620-621; ARSD 24:05:29:12

1. If the hearing's decision is to amend the record as requested, the school shall amend the information accordingly and inform the parents, legal guardians, or eligible students of the change.
2. If the decision of the hearing is to deny the requested amendment, the parents, legal guardians, or eligible students shall be informed of their right to place a statement in the record commenting on the decision or indicating any reason for disagreement with the decision of the school.
3. The statement or explanation of the parent, legal guardians, or eligible student shall be maintained by the school for as long as the record is maintained.
4. If the contested portion of the record is ever disclosed by the school to any party, the statement must also be disclosed.

- **Parental consent for the release of records; 300.622; ARSD 24:05:29:13**

1. The SDSBVI will not release records to any other party or agency without the prior written consent of the parent, guardian, or eligible student. Consent from either parent is sufficient, unless a court order specifies both parents must sign. Parents and adult students have the right to revoke consent in writing at any time.
2. The SDSBVI may disclose information to officials of the local school district collecting or using the information. Information will not be released to participating agencies without parental consent except as follows:
 - a. The SDSBVI may disclose personally identifiable information from the educational records of a student without the written consent of the parent or eligible student if the disclosure is to other school officials, including teachers, within the educational institution or local educational agency who have been determined by the agency or institution to have legitimate educational interests or to the officials of another school or school system in which the student seeks or intends to enroll; subject to the requirements set forth in "b." of this section.
 - b. The SDSBVI shall make reasonable attempt to notify the parent or eligible student except when disclosure is initiated by the parent or eligible student. It is SDSBVI policy to forward educational records upon request to a school in which a student seeks enrollment.

The SDSBVI upon receiving personally identifiable information from another educational agency or institution may make further disclosure of the information on behalf of the agency without prior written consent if the conditions in "a." and "b." of this section are met and if the SDSBVI informs the party to whom disclosure is made of these requirements.

If a parent refuses consent for the release of information to a third party, the party may proceed with the due process hearing procedures.

- c. The SDSBVI may legally submit any designated portion of a student's record when authorized by judicial subpoena issued by the probate or other duly constituted court without consent, but with prior notification given to parents, legal guardians, and eligible students of the data transmitted.
3. When disclosure of records is made to a third party, it is on the condition that the records not be further disclosed without written parental consent.

- **Safeguarding of records; 300.623; ARSD 24:05:29:14**

It is the responsibility of the Superintendent to ensure the confidentiality of records at the SDSBVI and to provide appropriate training or instruction to persons collecting or maintaining personally identifiable data.

The Student Services Director is responsible for copying any documents, securing the appropriate releases, and maintaining a log of any such actions.

- **Destruction of information; 300.624; ARSD 24:05:29:15**

IEPs must be retained by the SDSBVI for five years. Student records which contain personally identifiable information at the parent's request when that information is no longer needed to provide educational services. This can be accomplished by removing personal identifiers from retained records. When records are no longer needed for educational purposes, a school may separate them from active files and retain them in a special file with limited access. IDEA requires that parents be informed when a school proposes to destroy student records. Parents must be informed of their right to request destruction of information whenever their child graduates or leaves school, and with certain exceptions, this information must be destroyed at the parent's request. The district may establish specific times, such as IEP meetings, school registration, or program completion to inform parents that personally identifiable information is no longer required and will be destroyed. A school district, however, may retain a permanent record of a student's name, address, phone number, grades, attendance record, classes attended, grade level completed, and year completed even over parental objections. Parents can request that their child's record be amended if they feel the contents are misleading or inaccurate. If the school disagrees, the parent can request a hearing. If the parent does not prevail at the hearing, they can ask that a written statement be included in the record that explains their position. Destruction of records will be in accordance with approved Records Retention and Destruction Schedule.

- Children's rights; transfer at the age of majority; 300.625; ARSD 24:05:29:16

All rights, including those related to student records, automatically are extended to the student at age 18, unless legal guardianship has been established. If the parents or legal guardians of an adult student deem this student mentally or emotionally incompetent to be responsible for the proper handling and disposition of his/her school record, these parents or guardians and not the school, must assume sole responsibility for having this incompetence legally established by the courts.

- Enforcement; policies and procedures; 300.626; ARSD 24:05:29:17

The SDSBVI has developed and implemented policies and procedures on the confidentiality of information consistent with Part B of the Individuals with Disabilities Education Act (IDEA) and the Family Education Rights and Privacy Act (FERPA).

The Superintendent of the SDSBVI assumes responsibility for ensuring the confidentiality of personally identifiable materials. It is the responsibility of the Superintendent to ensure that all persons collecting or using personally identifiable information receive training or instruction regarding the provisions of this section concerning personally identifiable information.

- Transfer of records for migratory children with disabilities; 300.213; ARSD 24:05:21:05

The SDSBVI will assist the LEA in transferring student records.

SECTION IX: Transition from Part C to Part 34 C.F.R. § 300.124; ARSD 24:05:27:21

The district/cooperative and all member schools/districts will ensure that children participating in early intervention programs assisted under Part C, and who will participate in preschool programs assisted under Part B, experience a smooth and effective transition to those preschool programs. By the third birthday of such a child, an individualized education program (IEP) or, if consistent with 34 C.F.R. § 300.323(b), in individualized family service plan (IFSP), has been developed and is being implemented for the child. The local education agency (LEA) will participate in transition planning conferences arranged by the designated lead agency.

District Narrative:

[This section does not apply to SDSBVI.](#)

SECTION X: Private School Placements; 34 C.F.R. §§ 300.129 – 300.148; 24:05:31, ARSD 24:05:32

The district/cooperative and all member schools/districts will ensure that all responsibilities to children placed in private schools within the jurisdiction of the LEA are met. Consistent with the number and location of children with disabilities within the jurisdiction of the district/cooperative, such students enrolled in private elementary and secondary schools will have provisions made for the participation in programs assisted or carried out under Part B for the purpose of providing special education and related services. Specific references must include:

- Definition of parentally-placed private school children; 300.130; ARSD 24:05:32:01
- Child find for parentally-placed private school children with disabilities; 300.131; ARSD 24:05:32:01.01
- Provision of services for parentally-placed private school children with disabilities; 300.132; ARSD 24:05:32:03.01, ARSD.
- Expenditures for parentally-placed private school children with disabilities; 300.133; ARSD 24:05:32:01:02
- Consultation process with private schools attended by children with disabilities; 300.134; ARSD 24:05:32:01:05
- Written affirmation by private school officials of meaningful consultation; 300.135; ARSD 24:05:32:01.06
- Compliance; rights of private school officials to submit a state complaint; 300.136; ARSD 24:05:32:01.07
- Determination of equitable services for parentally-placed private school students with disabilities; 300.137; ARSD 24:05:32:03.02,
- Provision of equitable services for parentally-placed private school students with disabilities; 300.138; ARSD 24:05:32:03.02
- Location of services and transportation; 300.139; ARSD 24:05:32:03.03
- Due process complaints and state level complaints; 300.140; ARSD 24:05:32:03.04
- Requirements that funds not benefit a private school; 300.141; ARSD 24:05:32:12
- Use of personnel for the provision of services to parentally-placed private school students with disabilities; 300.142; ARSD 24:05:32:13
- Prohibition on separate classes; 300.143; ARSD 24:05:32:11
- Property, equipment, and supplies used to provide special education and related services to parentally-placed private school students with disabilities; 300.144; ARSD 24:05:32:15, ARSD 24:05:32:16
- Children with disabilities in private schools placed or referred by public agencies; 300.145 – 300.147; ARSD 24:05:34:02
- Placement of children with disabilities by their parents in private schools when FAPE is an issue; 300.148; ARSD 24:05:31:01-07

District Narrative:

This section does not apply to SDSBVI.

- Definition of parentally-placed private school children; 300.130; ARSD 24:05:32:01

NA

- Child find for parentally-placed private school children with disabilities; 300.131; ARSD 24:05:32:01.01

NA

- Provision of services for parentally-placed private school children with disabilities; 300.132; ARSD 24:05:32:03.01

NA

- Expenditures for parentally-placed private school children with disabilities; 300.133; ARSD 24:05:32:01:02

NA

- Consultation process with private schools attended by children with disabilities; 300.134; ARSD 24:05:32:01:05

NA

- Written affirmation by private school officials of meaningful consultation; 300.135; ARSD 24:05:32:01.06

NA

- Compliance; rights of private school officials to submit a state complaint; 300.136; ARSD 24:05:32:01.07

NA

- Determination of equitable services for parentally-placed private school students with disabilities; 300.137; ARSD 24:05:32:03.02

NA

- Provision of equitable services for parentally-placed private school students with disabilities; 300.138; ARSD 24:05:32:03.02

NA

- Location of services and transportation; 300.139; ARSD 24:05:32:03.03

NA

- Due process complaints and state level complaints; 300.140; ARSD 24:05:32:03.04

NA

- Requirements that funds not benefit a private school; 300.141; ARSD 24:05:32:12

NA

- Use of personnel for the provision of services to parentally-placed private school students with disabilities; 300.142; ARSD 24:05:32:13

NA

- Prohibition on separate classes; 300.143; ARSD 24:05:32:11

NA

- Property, equipment, and supplies used to provide special education and related services to parentally-placed private school students with disabilities; 300.144; ARSD 24:05:32:15, ARSD 24:05:32:16

NA

- Children with disabilities in private schools placed or referred by public agencies; 300.145 – 300.147; ARSD 24:05:34:02

NA

- Placement of children with disabilities by their parents in private schools when FAPE is an issue; 300.148; ARSD 24:05:31:01-07

NA

SECTION XI: Compliance with SEA General Supervision Requirements and Implementation of Procedural Safeguards; 34 C.F.R. §§ 300.149 – 300.150; ARSD 24:05:30:01, ARSD 24:05:20:18; State Complaint Procedures; 34 C.F.R. §§ 300.151 – 300.153; ARSD 24:05:15

The district/cooperative and all member schools/districts will ensure compliance with all SEA procedures under general supervision and that programs meet the standards of the SEA. Specific references must include:

- Responsibility for general supervision and procedural safeguards; 300.149-150; ARSD 24:05:20:18; ARSD 24:05:30:01
- State complaint procedures; 300.151-153; ARSD 24:05:15

District Narrative:

The South Dakota School for the Blind and Visually Impaired will comply with any and all requests for information from the South Dakota Department of Education, Special Programs Office related to its obligation to provide general supervision over LEAs in the state. This includes any and all requests for information or data related to monitoring and compliance with regulations as established by the SEA.

Interagency Agreement 2015 among The Department of Education, Special Education Programs and The South Dakota Board of Regents (on Behalf of Itself and the South Dakota School for the Deaf and South Dakota School for the Blind and Visually Impaired)

- Responsibility for general supervision and procedural safeguards; 300.149-150; ARSD 24:05:30:01

PROCEDURAL SAFEGUARDS AND DUE PROCESS COMPLAINTS:

The parties agree that DOE has the responsibility under IDEA to monitor the special schools in order to ensure compliance with IDEA. As such, the DOE has the responsibility to oversee corrective actions as a result of compliance monitoring.

The parties agree that state and federal special education laws require that parents have access to due process procedures to resolve concerns about IEP plans or with the implementation of those plans. The parties agree that cooperation between the special schools and school districts will be essential to assure parents' recourse to effective decision-makers who have the financial resources to provide services found to be necessary.

Each placement agreement should specify that the applicable special school and the school district will encourage parents to address concerns about IEP plans or the implementation of those plans to the special school superintendent for informal resolution. Such procedures shall not preclude the parents from requesting or initiating due process complaints as permitted under administrative rule (cite). Due process complaints should be directed to the school district as they have the primary responsibility to provide a free appropriate public education.

- State complaint procedures; 300.151-153; ARSD 24:05:15

In the event that a parent initiates a due process complaint, the applicable special school shall cooperate fully with the school district in resolution sessions, or any meetings with parents to attempt to resolve the concern, in mediation sessions, if any, and in preparing for and participating in any formal hearings.

RESOLUTION OF DISPUTES BETWEEN SPECIAL SCHOOLS AND SCHOOL DISTRICTS

From time to time disputes may arise between a special school and a school district concerning the identification, evaluation or educational placement of a child with a disability, or the provision of FAPE to the child. When such disputes cannot be resolved through other procedures, such as those established pursuant to ARSD chapter 24:05:15 (Appeals) or 24:05:30 (Procedural Safeguards), the process described herein will be available to the special schools and to school districts where IEP meetings, additional evaluations, and other procedures have failed to resolve the disputes between them. As with interagency disputes, during the pendency of this dispute resolution process, the parties will ensure that services required to provide FAPE will continue. Disputed service(s) currently being provided will continue until the outcome of the dispute resolution process. The implementation of disputed service(s) not previously provided will be pursuant to a decision reached through the following resolution process.

1. All attempts must be made to resolve disputes at the lowest possible level. Resolution attempts could include but are not limited to: conferencing with the appropriate individuals involved or performing other fact finding activities.
2. Mediation between the special school and the school district will be conducted at a mutually agreed-upon time and location. The cost of the mediator will be covered by the D.O.E. Cost of attending the mediation and representation by legal assistance is the responsibility of the affected institution or school district.
3. When disputes cannot be resolved by mediation, a written explanation of the dispute will be sent to the Director of DOE, the superintendent of the special school, and the superintendent of the school district. These individuals, in consultation with each other, shall review the issues and make a determination as to how the dispute should be resolved. The decision will be shared in writing with each level involved within twenty (20) calendar days of receipt of request for the determination and will include reasons for the decision.
4. If a resolution is not obtained, the matter will be referred to the Secretary of the South Dakota Department of Education and the Executive Director of the BOR. These individuals will jointly make a final determination within thirty (30) calendar days.

INTERAGENCY DISPUTE RESOLUTIONS

When disputes arise between the parties that cannot be resolved through other means, the resolution process described herein will be available. During pendency of the dispute resolution process, the parties will ensure that services, including disputed services, required to provide FAPE will continue.

1. All attempts will be made to resolve disputes at the lowest possible level.
2. When disputes cannot be resolved by the designated department representatives, a written explanation of the dispute will be sent to the Director of DOE and the superintendent of the respective special school. These individuals, in consultation with each other, shall review the issues and make a determination as to how the dispute should be resolved. The decision will be shared in writing with each level involved within in twenty (20) calendar days of receipt of request for the determination and will include reasons for the decision.
3. If a resolution is not obtained through this process, then the matter will be referred to the Secretary of South Dakota Department of Education and the Executive Director of the BOR. These individuals will jointly make a final determination within thirty (30) calendar days.

SECTION XII: FAPE Methods of Ensuring Services 34 C.F.R. § 300.154; ARSD 24:05:14:01.03, ARSD 24:05:14:01.06

The district/cooperative and all member schools/districts will ensure that public and/or private benefits available to a student with a disability are used appropriately, and that parents incur no cost in the provision of those services necessary for FAPE. Specific references must include:

- Restrictions and requirements on accessing public benefits (Medicaid); 300.154(d); ARSD 24:05:14:01.03
- Restrictions and requirements on accessing private benefits; 300.154(e); ARSD 24:05:14:01.03
- Use of Part B funds for services when parent consent is unable to be obtained; 300.154(f); ARSD 24:05:14:01.06

District Narrative

The South Dakota School for the Blind and Visually Impaired ensures that public and private benefits available to a student with a disability will be used appropriately to support the provision of FAPE at no cost or harm to the parents.

The SDSBVI is funded by the state of South Dakota to carry out its statutory mission.

- Restrictions and requirements on accessing public benefits (Medicaid); 300.154(d); ARSD 24:05:14:01.03

NA

- Restrictions and requirements on accessing private benefits; 300.154(e); ARSD 24:05:14:01.03

NA

- Use of Part B funds for services when parent consent is unable to be obtained; 300.154(f); ARSD 24:05:14:01.06

NA

SECTION XIII: Hearings Related to LEA Eligibility 34C.F.R. § 300.155; ARSD 24:05:2023:01

The district/cooperative and all member schools/districts understand their right to a hearing regarding any final determination of the SEA on eligibility for funding under Part B.

District Narrative:

The South Dakota School for the Blind and Visually Impaired does not receive Part B funds.

SECTION XIV: Personnel Qualifications 34 C.F.R. § 300.156; ARSD 24:05:16:16 & ARSD 24:05:16:01

The district/cooperative and all member schools/districts will ensure that personnel necessary to carry out the provision of special education and related services are appropriately and adequately prepared and trained, including that those personnel have the content knowledge and skills to serve children with disabilities, including related service personnel and paraprofessionals. Each district/cooperative will take measurable steps to recruit, hire, train, and retain highly qualified personnel to provide special education and related services to children with disabilities (24:05:16:05, ARSD).

District Narrative:

The South Dakota School for the Blind and Visually Impaired ensures that only appropriately certified and/or licensed professionals will be employed to provide services to students with disabilities. In addition, the SDSBVI will provide ongoing training to all staff and paraprofessionals to assist all in the provision of services to students with disabilities. Further, the SDSBVI ensures that each special education teacher at the elementary, middle, and high school level is highly-qualified per the standards of the ESEA. The SDSBVI will take steps to recruit, hire, train and retain highly qualified personnel as specified under SD administrative rule.

- Personnel qualifications; ARSD 24:05:16:16

The South Dakota School for the Blind and Visually Impaired only hires appropriately certified and/or licensed professionals to provide services to students both on campus and through our outreach program. This applies to administration, faculty members, nursing personnel, counselor and test administrator, orientation and mobility (COMS®), low vision (CLVT®), and paraprofessionals.

- Paraprofessionals and assistants; ARSD 24:05:16:01

The South Dakota School for the Blind and Visually Impaired only hires appropriately certified paraprofessionals to provide services to students both on campus and through our outreach program.

SECTION XV: Performance Goals and Indicators 34 C.F.R. § 300.157; ARSD 24:05:14:13

The district/cooperative and all member schools/districts will ensure the implementation of state established performance goals and indicators for students with disabilities within their jurisdiction. Specific reference must include:

- Student information management system (SIMS)

District Narrative:

The South Dakota School for the Blind and Visually Impaired submits information to the Student Information Management System. All testing results are submitted to the LEA that authorized placement.

SECTION XVI: Participation in Assessments 34 C.F.R. § 300.160; ARSD 24:05:14:14, ARSD 24:05:14:14.01

The district/cooperative and all member schools/districts will ensure that all children with disabilities are included in all general State and districtwide assessment programs, including those assessments described under section 1111 of the Elementary and Secondary Education Act (ESEA), with appropriate accommodations and alternate assessments where necessary, and as indicated in their respective individual education programs (IEP).

District Narrative:

The South Dakota School for the Blind and Visually Impaired ensures that all students with disabilities will be included in state and district assessments, with appropriate accommodations and alternate assessments when necessary. Parents will be informed of their child's participation during the course of the IEP meeting, including any necessary accommodations or any assessment that will be based on alternate or modified achievement standards.

All student test results are submitted to the LEA that authorized placement.

SECTION XVII: Supplementation of State, local, and other Federal Funds 34 C.F.R. §§ 300.162-163; ARSD 24:05:19:0

The district/cooperative and all member schools/districts will ensure the appropriate use of funds under Part B, consistent with 34 C.F.R. § 300.202(a)(1)(2)(3), to pay for the excess costs of providing special education and related services to children with disabilities within their jurisdiction and that such funds will be used to supplement state, local, and Federal funds, not supplant those funds.

- Maintenance of effort; 300.163; ARSD 24:05:19:08.03

District Narrative:

The South Dakota School for the Blind and Visually Impaired is funded through general appropriations within the South Dakota Board of Regents' Budget. The SDSBVI does not assess any local school districts for educational services provided by SDSBVI personnel nor does it charge for room and board. Parents are not assessed for any SDSBVI services. Out-of-state students are assessed for tuition and room and board at a rate set annually by the South Dakota Board of Regents.

SECTION XVIII: Public Information 34 C.F.R. § 300.165; ARSD 24:05:20:02

The district/cooperative and all member schools/districts will ensure that prior to the adoption of any policies necessary to comply with the requirements under Part B, including any amendments to policies and procedures, there will be public hearings, adequate notice of the hearings, and an opportunity for comment available to the general public, including individuals with disabilities and parents of individuals with disabilities. The district/cooperative will make available to parents of children with disabilities and the general public all documents relating to the district/cooperative eligibility under Part B of the IDEA.

District Narrative:

The South Dakota School for the Blind and Visually Impaired ensures that prior to the adoption of any policies or procedures that are needed to comply with Part B regulations, that there will be an opportunity for public input at a hearing with adequate notice of the hearing and the opportunity to provide input.

SDSBVI does not qualify for Part B funding.

SECTION XIX: State Advisory Panel 34 C.F.R. § 300.167-169; ARSD 24:05:14:18-19

The district/cooperative and all member schools/districts support the work of the State Advisory Panel to provide policy guidance to the SEA with respect to special education and related services for children with disabilities.

District Narrative:

The South Dakota School for the Blind and Visually Impaired supports the work of the State Special Education Advisory Panel and will refer interested parents to the appropriate state contact if they are interested in serving on the panel.

SECTION XX: Other Required Provisions 34 C.F.R. § 300.170 through 300.174.

The district/cooperative and all member schools/districts will ensure the following specific provisions have consistent policies for implementation at the local level. Specific references must include:

- Suspension and expulsion rates; 300.170; ARSD 24:05:14:16
- Annual description of Part B funds; 300.171; ARSD 24:05:21:03
- Access to instructional materials (NIMAC); 300.172; ARSD 24:05:14:17
- Over-identification and disproportionality; 300.173; ARSD 24:05:17:10
- Prohibition on mandatory medication; 300.174; ARSD 24:05:14:21

District Narrative:

The South Dakota School for the Blind and Visually Impaired ensures that the specific provisions of 300.170 through 300.173 and 24:05:21:04, ARSD have been implemented at the district level, consistent with state policy.

SUSPENSION FROM SCHOOL

1. Policy Statement

The suspension of students from the SDSBVI includes the general due process procedures used for all students. No student will be suspended from school for more than ten (10) days for a violation of a rule, regulation, or policy without a proper hearing as defined in Article 24:07. In all cases when suspension is contemplated, the parents and LEA will be notified.

It is the policy of the SDSBVI that no student will be expelled. If the student is determined to be a danger to him/herself or to others, the SDSBVI Superintendent will notify the local school district so that a placement committee can be convened to evaluate the student's needs and determine the best way to provide for a free appropriate public education.

2. SDSBVI Procedures

If a short-term suspension from a class, classes, or school is anticipated because of a student's violation of a rule, regulation, or policy, the Principal or Superintendent shall give oral or written notice to the student as soon as possible following the alleged violation, stating the basis for the suspension. The student will be given an opportunity to answer the charges. In all cases of short-term suspension, the parents will be contacted by telephone, in person, or through written notice. In no cases will a student be suspended from school without prior notification of parents and provisions made for travel home or to an alternate site. The student may not be suspended for more than ten (10) days.

In cases where the safety or well-being of the student or others is jeopardized, the SDSBVI may elect to contact civil authorities, medical or mental health professionals for immediate intervention.

- Suspension and expulsion rates; 300.170; ARSD 24:05:14:16

NA

- Annual description of Part B funds; 300.171; ARSD 24:05:21:03

NA

- Access to instructional materials (NIMAC); 300.172; ARSD 24:05:14:17

The SDSBVI provides accessible materials to each student as documented in the student's IEP.

- Over-identification and disproportionality; 300.173; ARSD 24:05:17:10

NA

- Prohibition on mandatory medication; 300.174; ARSD 24:05:14:21

SDSBVI personnel may not require parents to obtain a prescription for substances identified under Schedules I, II, III, IV or IV in Section 202(c) of the Controlled Substances Act for a child as a condition of attending school, receiving an evaluation, or receiving services.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 6 – B (1)
DATE: December 9-10, 2020

SUBJECT

Revisions to BOR Policy 2:5 – Transfer of Credit (First Reading)

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 2:5](#) – Transfer of Credit

[AAC Guideline 7.1](#) – Dual / Concurrent Credit Administration Guidelines

BACKGROUND / DISCUSSION

At its [July 2020 meeting](#), AAC discussed the transfer of dual credit course work from outside of the BOR system. Currently, BOR Policy 2:5 states that high school courses which have received college credit will only be accepted for transfer by BOR universities under one of the following conditions:

1. The credit is validated by an AP or CLEP score that meets the BOR guidelines for acceptance of credit;
2. The credit is granted by a university with which BOR has a dual credit agreement;
or
3. The credit is granted by an institution accredited by NACEP.

In practice, BOR institutions accept credits earned from dual credit courses from regionally accredited institutions, regardless of their status with NACEP. Therefore, BOR Policy 2:5 has a recommended revision to include credits granted by regionally accredited institutions that have an equivalent course in the common course catalog. The Academic Affairs Council will also be updating their AAC Guideline 7.1 to comply with the approved BOR Policy changes.

IMPACT AND RECOMMENDATION

This is a first reading of this policy. The recommended revisions were approved by the Academic Affairs Council and is supported by the Interim System Vice President for Academic Affairs.

Board staff recommends approval.

ATTACHMENTS

Attachment I – Proposed Revisions to BOR Policy 2:5 – Transfer of Credit

DRAFT MOTION 20201209_6-B(1):

I move to approve the first reading of the proposed revisions to BOR Policy 2:5, as presented in Attachment I.

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Transfer of Credit

NUMBER: 2:5

A. PURPOSE

To establish the framework for the consistent transfer of credit among Regental institutions, and by students earning credit external to the six institutions managed by the South Dakota Board of Regents. Additionally, guidance is provided for the accepting credit through approved validation methods.

B. DEFINITIONS

1. **Accredited Institution:** An institution holding accreditation from one of the following regional accrediting bodies, unless otherwise specified: Middle States Commission on Higher Education, New England Association of Schools and Colleges, Higher Learning Commission, Northwest Accreditation Commission, Southern Association of Colleges and Schools, Western Association of Schools and Colleges.
2. **Technical or General Education Academic Course:** A course that is equivalent to a Regental general education requirement at the 100 or 200 level.
3. **Course Evaluation:** An Assessment completed by the appropriate institutional official at the time of admission to compare descriptions, content, and level of course completed from an accredited or non-accredited institution.
4. **CR Grade:** A grade used for a block of course credit hours.
5. **External Block Transfer:** Granting of credit to meet the General Education requirements outlined in BOR Policy 2:7 and 2:26 for students from approved institutions that enter with an earned Associates Degree (AA and AS) or Bachelor's Degree (BA and BS).
6. **Regental Internal Transfer:** Process where an undergraduate course is used on a converted credit basis to meet graduate plan of study requirements at Regental universities or when graduate credit is used on a converted or actual credit basis to meet undergraduate degree requirements for a Regental accelerated program (refer to BOR Policy 2:8.).
7. **Repeated Course:** A course that an institution has determined to be repeated for credit from a receiving institution. All repeated course attempts will be entered on the transcript, but credit will not be given for the duplication of courses as only the last earned grade will be used in the calculation of the student's grade point average.
8. **Technical Course:** A non-academic course that meets the technical program requirements for a diploma, certificate, or Associate of Applied Science degree.

C. POLICY

1. Transfer of Courses to Meet Degree Requirements

- 1.1. Academic courses will be transferred as meeting graduation requirements if the courses parallel the scope and depth requirements for the degree or if the courses meet electives required for the degree. Credit will not be given for duplication of courses.
- 1.2. Undergraduate courses considered for transfer are subject to all BOR policies and any conditions for validation that may be prescribed by the accepting institution. When a university evaluates and accepts the transfer of undergraduate credit under the provisions of this policy, these courses will be recorded and equivalencies granted using the following guidelines:
 - 1.2.1. If there are specific undergraduate courses at the university evaluating the credit, these specific courses should be used when granting equivalencies.
 - 1.2.2. If the academic discipline is available at the university evaluating the credit, but there is no discipline equivalent course, use the discipline prefix and the appropriate course level (100 for Freshman level, 200 for Sophomore level, 300 for Junior level, and 400 for Senior level).
 - 1.2.3. If the academic discipline is not available at the university evaluating the credit, use the ELEC prefix and the appropriate course level (100 for Freshman level, 200 for Sophomore level, 300 for Junior level, and 400 for Senior level).

1.3. Total Transfer of Credit Limit

- 1.3.1. Total transfer credit for work at a two-year technical or community college may not exceed one-half of the hours required for completion of the baccalaureate degree at the accepting institution unless an approved program-specific waiver exists.
- 1.3.2. The System Vice President for Academic Affairs may approve program-specific waivers of up to seventy-five (75) total transfer credit hours at the accepting institution
- 1.3.3. Board of Regents approval is required:
 - 1.3.3.1. For baccalaureate program-specific waivers of seventy-six (76) total transfer credit hours up to a maximum of ninety (90) total transfer credit hours at the accepting institution.
 - 1.3.3.2. For graduate accelerated program-specific waivers of thirteen (13) total transfer credit hours up to a maximum of twenty-five (25) total transfer credit hours at the accepting institution.
- 1.3.4. Students who have completed more than the acceptable semester hours of junior, community or technical college work may apply completed, transferable courses to specific course requirements and thereby may not be required to repeat the courses. The semester hours of credit for those additional courses may not be applied toward the minimum credit hours required for the degree.

1.4. Student Appeals for Transfer of Credit Decisions

- 1.4.1. Each institution will develop and maintain a procedure for the appeal of transfer credit decisions.

2. Transfer of General Education Coursework

2.1. Internal Transfer of General Education Coursework

- 2.1.1. A student who has completed the general education requirements outlined in Policy 2:7 and 2:26 at the sending Regental institution will have completed the equivalent degree level requirements at the receiving institution regardless of the course distributions or approved course lists. In any subsequent evaluation of any transfer or non-course work, equivalencies for system common courses and system general education courses will not be changed.
- 2.1.2. A student who has not completed all general education requirements at the sending institution will be required to complete additional coursework consistent with the course requirements at the receiving South Dakota Regental institution.

2.2. External Block Transfer of General Education Coursework

- 2.2.1. A student who has completed General Education requirements that are consistent with the six (6) goals and credit hour requirements outlined in Policy 2:7 and 2:26 will enter the Regental system having fulfilled the General Education program requirements. Students will be expected to meet all degree program requirements including course prerequisites.
- 2.2.2. When considering whether undergraduate transfer of academic courses received from non-Regental accredited institutions shall qualify to meet the System General Education credit hour requirements outlined in Policy 2:7 and 2:26, a Regental institution shall:
 - 2.2.2.1. Evaluate the general education goals and student learning outcomes rather than specific course equivalencies;
 - 2.2.2.2. Ensure that a minimum of three (3) credit hours of coursework is required for each of the six general education goals and that a total of at least twenty-four (24) credit hours of general education coursework are required by the sending institution for associate degree students and thirty (30) for bachelor's degree students.
 - 2.2.2.3. Request a general education transfer agreement be approved for students entering from the institution.
- 2.2.3. When it is determined that the goals and credit hour requirements from a non-Regental accredited institution do not align with Policy 2:7 and 2:26, a Regental institution may request a partial general education transfer agreement be approved where goal consistency does exist.

3. Transfer of Credit from Accredited United States Colleges, Universities & Technical Colleges

3.1. General Requirements

- 3.1.1. All grades transferred will be calculated into grade point averages according to the Regental grade scheme, and recorded on the student's academic transcript.
- 3.1.2. Transfer grades not existing in the Regental grading scheme will be equated to the Regental grading system. (Refer to BOR 2:10, Use of Grade Point Averages).
- 3.1.3. The university-specific degree or plan of study requirements determine if the courses transferred are applicable to the student's degree program at that university and if they meet the minimum grade criteria.
- 3.1.4. Except for the conditions outlined for graduate transfer, during any subsequent evaluation, equivalencies for system common courses and system general education courses will not be changed. Equivalencies for unique courses may be changed, re-evaluated, or inactivated. In subsequent evaluations, grades previously recorded cannot be changed.

3.2. Undergraduate Transfer

- 3.2.1. All undergraduate transfer courses and all transfer grades (whether the grades are passing or not passing) must be recorded and an equivalency specified by the Regental university.
- 3.2.2. Courses of a vocational/technical nature are generally not transferable. However, if such work is judged to be pertinent to the needs of a particular curriculum or program, credit will be granted upon the recommendation of the department offering the course.
- 3.2.3. Remedial courses (as identified on the sending institution's transcript) received in transfer are recorded, transcribed, and assigned an equivalency at the receiving university but do not calculate into grade point averages.
- 3.2.4. Orientation, Life Experience, an approved high school equivalency examination, and high school level courses are not recorded in Banner as transfer credit nor are they granted equivalent credit.
- 3.2.5. High school courses for which students received college credit will not be entered as transfer credit, or given equivalent credit, unless one of the following conditions are met:
 - 3.2.5.1. Validated by an Advanced Placement or CLEP score that meets Board of Regents guidelines for acceptance of credit;
 - 3.2.5.2. The dual credit course has an equivalent course in the system common course catalog, and the credit is granted by a regionally accredited postsecondary institution;
 - 3.2.5.2.3.2.5.3. The college credit is granted by an institution-~~university~~ with which the Board has a dual credit agreement; or

~~3.2.5.3.3.2.5.4.~~ The college credit is granted by an institution meeting the accreditation standards of the National Alliance of Concurrent Enrollment Partnerships (NACEP).

3.3. Technical Course Transfer from Colleges and Universities

- 3.3.1. University discretion is permitted in acceptance of courses. Courses considered for transfer are subject to all BOR policies and any conditions for validation that may be prescribed by the accepting institution.
- 3.3.2. When the courses are accepted for transfer, equivalent courses are recorded on the transcript but the grade earned at the technical college is not recorded or calculated into the grade point averages.

3.4. Course Transfer from Technical Colleges

3.4.1. South Dakota Technical Colleges

- 3.4.1.1. Transfer of academic courses from South Dakota postsecondary technical colleges is governed by BOR policies 2:25, 2:26, 2:27, and 2:31.
- 3.4.1.2. Transfer of technical course credit hours from South Dakota postsecondary technical colleges occurs as part of a program to program articulation agreement or specific program approved by the Board of Regents and South Dakota Board of Education Standards, unless an institution determines a course equivalency consistent with the process outlined in this policy.
- 3.4.1.3. The transfer of technical course credit hours occurs as a block of credit hours upon completion of requirements for the university articulated program for which a CR grade will be assigned.
- 3.4.1.4. Academic courses taken under articulation agreements in effect between July 1, 1999 and June 30, 2005 will be transferred according to those agreements.

3.4.2. Other Technical Colleges

- 3.4.2.1. University discretion is permitted in acceptance of academic courses. Academic courses considered for transfer are subject to all BOR policies and any conditions for validation that may be prescribed by the accepting institution.
- 3.4.2.2. Transfer of technical course credit hours from non-South Dakota postsecondary technical colleges occurs as part of a program to program articulation agreement or specific program approved by the Board of Regents.
- 3.4.2.3. The transfer of technical course credit hours occurs as a block of credit hours upon completion of requirements for the university articulated program.
- 3.4.2.4. When the academic courses are accepted for transfer, equivalent courses are recorded on the transcript.

4. Graduate Transfer Courses Received from Accredited United States Colleges and Universities

- 4.1. All graduate transfer courses and transfer grades judged to be acceptable by the evaluating university, are recorded and evaluated by the Regental university, calculated into grade point averages according to the Regental grade scheme, and recorded on the student's academic transcript.
- 4.2. If transfer credits are judged acceptable; these courses will be recorded, and equivalencies granted, using the following guidelines:
 - 4.2.1. If there are specific equivalent graduate courses at the university evaluating the credit, these specific courses should be used when granting equivalencies.
 - 4.2.2. If there are no equivalent graduate courses at the university evaluating the credit, these courses will be recorded, and equivalencies granted, using the following guidelines:
 - 4.2.2.1. If the academic discipline is available at the university evaluating the credit, but there is no discipline equivalent course, use the discipline prefix and the appropriate course level (500/600 for master's programs and 700/800 for doctoral programs).
 - 4.2.2.2. If the academic discipline is not available at the university evaluating the credit, use the ELEC prefix and the appropriate course level (500/600 for master's programs and 700/800 for doctoral programs).
- 4.3. Transfer grades not existing in the Regental grading scheme will be equated to the Regental grading system.
- 4.4. In subsequent evaluation, all equivalencies may be re-evaluated, inactivated, or changed. Additional equivalencies may be added and evaluated. In subsequent evaluations, grades previously recorded cannot be changed.
- 4.5. The university-specific plan of study requirements determines if the courses transferred are applicable to the student's degree program at that university and if they meet the minimum grade criteria.

5. Credits Received from United States Colleges or Universities Located Outside the United States or Not Accredited

5.1. General Requirements

- 5.1.1. University discretion is permitted in acceptance of courses. Courses considered for transfer are subject to all BOR policies and any conditions for validation that may be prescribed by the accepting institution.
- 5.1.2. In any subsequent evaluation, equivalencies for system common courses and system general education courses will not be changed. Equivalencies for unique courses may be changed, re-evaluated, or inactivated. Additional equivalencies may be added and evaluated.

- 5.1.3. The university-specific degree requirements determine if the courses transferred are applicable to the student's degree program at that university and if they meet the minimum grade criteria.
- 5.1.4. When the courses are accepted for transfer, equivalent courses are recorded on the transcript but the grade earned at the institution is not recorded or calculated into the grade point averages using the following guidelines:
 - 5.1.4.1. If there are specific equivalent courses at the university evaluating the credit, these specific courses should be used when granting equivalencies.
 - 5.1.4.2. If there are no equivalent courses at the university evaluating the credit, these courses will be recorded, and equivalencies granted, using the following guidelines:
 - 5.1.4.2.1. If the academic discipline is available at the university evaluating the credit, but there is no discipline equivalent course, use the discipline prefix and the appropriate course level (500/600 for master's programs and 700/800 for doctoral programs).
 - 5.1.4.2.2. If the academic discipline is not available at the university evaluating the credit, use the ELEC prefix and the appropriate course level (500/600 for master's programs and 700/800 for doctoral programs).

5.2. Postsecondary Institutions Outside the United States

- 5.2.1. At the discretion of the institution's chief academic officer, grades may be recorded and used to determine the transfer and cumulative GPAs.

5.3. Technical College

- 5.3.1. Courses submitted in transfer from postsecondary technical colleges that are not accredited will not be accepted.

6. Credit Received Through Validation Methods & Prior Learning Assessment

- 6.1. Credit earned through validation methods other than nationally recognized examinations is limited to a maximum of thirty (30) hours of credit for baccalaureate degrees and fifteen (15) hours of credit for associate degrees. Credits may be earned through established procedures for prior learning assessment, including but not limited to assessment of military training and education. Each campus may determine appropriate course equivalencies as warranted and consult equivalencies established by the American Council on Education (ACE) when making final decisions.
 - 6.1.1. Validation of military credit is limited to an additional thirty (30) hours of credit for baccalaureate degrees and an additional fifteen (15) hours of credit for associate degrees.
 - 6.1.2. University discretion is permitted in acceptance of validated military credit for graduate programs, limited to a maximum of twelve (12) credit hours.
- 6.2. Credit for college level courses granted through nationally recognized examinations such as CLEP, AP, DSST, etc., will be evaluated and accepted for transfer if

equivalent to Regental courses and the scores are consistent with Regental policies. Such credits are only valid if transcribed by a university within five years of the student taking the examination. Regental institutions shall honor credits from nationally recognized examinations transcribed to meet degree requirements at a non-Regental institution.

- 6.2.1. If credit received through validation is applied as elective credit, it may only be applied at the 100 or 200 level.
- 6.2.2. Credit received through validation may apply to System General Education Requirements.
- 6.3. When validation credits are accepted, equivalent courses are recorded on the transcript but are not calculated into the grade point averages.
- 6.4. In any subsequent evaluation, equivalencies for system common courses and system general education courses will not be changed. Equivalencies for unique courses may be changed, re-evaluated, or inactivated. Additional equivalencies may be added and evaluated.
- 6.5. The university-specific degree requirements determine if the validation credits accepted also are applicable to the student's degree program at that university.

FORMS / APPENDICES:

None

SOURCE:

SDCL 13-49.1; BOR April 1989; BOR April 1992; BOR June 1997; BOR March 1998; BOR August 1999, BOR March 2001; BOR May 2001; BOR January 2002; BOR March 2002; BOR June 2002; BOR August 2002; BOR December 2002; BOR May 2003; BOR August 2003; BOR December 2003; BOR October 2004; BOR June 2005; BOR August 2005; BOR March 2008; BOR March-April 2010; BOR October 2010; BOR October 2011; BOR December 2011; BOR June 2015; BOR December 2016; BOR June 2018; BOR April 2019; April 2020 (Clerical); June 2020 (Clerical).

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 6 – B (2)
DATE: December 9-10, 2020

SUBJECT

Revisions to BOR Policy 4:11 – Rank and Promotion (First Reading)

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 4:11](#) – Rank and Promotion

BACKGROUND / DISCUSSION

As a result of the elimination of collective bargaining after the passage of [Senate Bill 147](#) during the 2020 Legislative Session, BOR Policy 4:11 was updated at the August BOR meeting. Since the conclusion of the Board meeting, a few additional items were identified as needing to be revised/clarified.

1. The following items have been changed by the Academic Affairs Council:
 - a. There was a need to be consistent and add service where instruction and research resided in this policy. Faculty workload typically includes instruction, service and research (i.e., instruction, service and research),
 - b. There was a need to correct the title under section 3.1.2, therefore, tenure track was correctly added,
 - c. With the addition of the Professor in Practice Series, the Academic Affairs Council created clarification to assist in the operationalizing of this series, and
 - d. A definition for the health sciences, clinical faculty series was also added to ensure all faculty are represented in this policy.
2. The Library Council requested a clarification and change in the Library Rank and Promotion language. This enhancement was provided with the direction of the Library Council and supported by the Academic Affairs Council.

IMPACT AND RECOMMENDATION

This is a first reading of this policy. The recommendation was approved by the Academic Affairs Council and is supported by the Interim System Vice President for Academic Affairs.

Board staff recommends approval

ATTACHMENTS

Attachment I – Proposed Revisions to BOR Policy 4:11

DRAFT MOTION 20201209_6-B(2):

I move to approve the first reading of the proposed revisions to BOR Policy 4:11, as presented in Attachment I.

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Rank and Promotion

NUMBER: 4:11

A. PURPOSE

1. To outline the rank and promotion expectations for the professorial, lecturer, research, librarian, and professor of practice faculty ranks.

B. DEFINITIONS

See Section C.1

C. POLICY

1. Academically Related Position Titles

- 1.1. The following titles shall have the meanings indicated for persons employed by the Board of Regents. They are used for the purposes specified and do not denote membership in the general faculty unless so designated by the President in accordance with established policy.
- 1.2. Lecturer rank designates any of a series of ranks, comprising instructor, lecturer and senior lecturer, in which faculty members assume undergraduate and/or graduate (if approved as graduate faculty) instructional activities and serve on term contracts.
- 1.3. Visiting Professor (Assoc. Prof., etc.) is a title given to a person holding the specified rank at another institution, and who is on temporary visiting status, or whose research, creative activities, or professional achievement make a visiting appointment appropriate.
- 1.4. Adjunct Professor (Assoc. Prof., etc.) is a title given to a person whose primary employment is outside of the institution but who is given a courtesy appointment with or without a specific teaching/research assignment.
- 1.5. Research Professor (Assoc. Prof., etc.) is a title which is given to a person who is assigned to an externally funded research center or assigned to an externally funded position in the School of Medicine.
- 1.6. Professor of Practice (Assoc. Prof., etc.) ranks designate any series of non-tenurable ranks in which the faculty member integrates academic scholarship with significant practical experience in a specific field. Professor of Practice faculty contribute to and supplement traditional academic faculty roles through their practical application of their professional experience. The goal is to ~~and~~ provide students and faculty with an

understanding of the practical applications of a field of study. Faculty in this rank may be assigned teaching (including graduate students if approved as graduate faculty), advising, service and research responsibilities as directly related to their expertise and experience.

- 1.7. Coach is a title given to a person assigned primarily to coaching duties in intercollegiate or intramural athletics and sports. Academic assignment may be denoted by an additional title and a percentage of load which may permit the individual to become eligible for tenure consideration.
- 1.8. Teaching Assistant or Associate or Research Assistant (includes Laboratory Assistant and Clinical Assistant) is a title given to enrolled graduate students who are assigned responsibilities in teaching, research, and/or laboratory supervision on a limited or part-time basis. The assistant carries a reduced course load based on work assignment.
- 1.9. Research Associate is a title given to full-time or part-time exempt staff members who have high level research skills and who are employed for specific responsibilities in research or specialized technical activities.
- 1.10. Postdoctoral Research Associates are individuals with recently granted degrees of doctor of philosophy or medical doctor, or the equivalent. Postdoctoral Fellows may also be unpaid visitors.
- 1.10.1.11. Health Science Clinical Series includes faculty (see Professorial Rank) whose predominant responsibilities are in clinical teaching, advising, engaging in scholarly and evidence based practice, and who hold compensated or non-compensated positions within the School of Medicine, School of Dentistry, School of Health Sciences or an affiliated or associated hospital or other healthcare facility.
- 1.11.1.12. “Librarian Rank” designates any of a series of ranks, comprising assistant librarian, associate librarian and librarian, in which faculty members assume responsibility for library programs or functions supporting instruction or research and serve on term contracts.
- 1.13. “Professorial Rank” designates any of a series of ranks, comprising assistant professor, associate professor and professor, in which faculty unit members assume traditional faculty roles embracing teaching, research and service and may serve on term, tenure track or, at the associate professor and professor ranks, tenure contracts.

2. Rank Qualification for Employment and Promotion for Higher Education Institutions

The rank qualifications which are set forth below are minimums for consideration for employment and promotion. All reference to teaching, service or research experience in rank qualifications listed below shall mean full-time academic year appointments. Where part-time experience is to be recognized, it will be recognized on a pro-rata basis. For the purposes of this Chapter, one year of full-time successful service with the Agricultural Cooperative Extension Service is equivalent to one year of successful college teaching or research experience.

- 2.1. All faculty appointments shall be assigned to one of the following ranks: Professorial, Research, Lecturer, Librarian, or Professor of Practice. Institutions make these designations subject to the approval of the Board of Regents.

- 2.2. Each institution assigns faculty to ranks depending on the requirements of the appointment, the needs of the institution, and in compliance with other Board of Regents policies.
- 2.3. Each institution shall establish well-defined policies, procedures, and documentation to evaluate and approve such transitions to the Professor of Practice ranks. These processes shall comply with Higher Learning Commission requirements for tested experience for faculty qualifications, including but not limited to documenting the breadth and depth of experience outside of the classroom in real-world situations relevant to the faculty member's discipline.

3. Professorial Rank

3.1. Minimum Rank Qualifications

3.1.1. Assistant Professor: (Non-Tenurable)

For faculty members who report for service on or before June 30, 2012, the minimum rank qualifications for the rank of assistant professor are:

- 3.1.1.1. Earned master's plus thirty (30) additional semester hours of graduate credit in fields related to assigned responsibilities and three (3) years of successful college teaching, service or research experience in appropriate fields (or appropriate equivalent experience); or
- 3.1.1.2. Earned doctorate or a post-graduate degree, other than a doctorate, recognized by the institutional administration as terminal for the faculty members' discipline at the institution; and
- 3.1.1.3. Evidence of scholarship consistent with institutional standards implementing BOR Policy No. 4:38 for professorial ranks.

3.1.2. Assistant Professor: (~~Non-Tenurable~~ Tenure Track)

For faculty members who report for service on or after July 1, 2012, the minimum rank qualifications for the rank of assistant professor are:

- 3.1.2.1. Earned doctorate or a postgraduate degree, other than a doctorate, recognized by the Board as a permitted terminal degree for the faculty members' discipline at the institution;
- 3.1.2.2. Completion of all requirements for a doctoral degree except for the successful defense of the dissertation; provided that a person assigned the rank of assistant professor under this subsection pending completion of the dissertation, is not eligible for a tenure track appointment, may be offered a term contract at the rank for no more than two (2) successive years, and may not be reappointed at that rank if the doctoral degree has not been granted by the end of the second academic year; and
- 3.1.2.3. Evidence of scholarship consistent with institutional standards implementing Board Policy No. 4:38 for professorial ranks.

3.1.3. Associate Professor: (Tenurable)

3.1.3.1. Either,

3.1.3.1.1. Earned doctorate and six (6) years of successful tenure track or postdoctoral college teaching, service or research experience in appropriate fields (or appropriate equivalent experience); or

3.1.3.1.2. A post-graduate degree, other than a doctorate, recognized by the institutional administration as terminal for the faculty members' discipline, and six (6) years of successful tenure track or post-degree college teaching, service or research experience in appropriate fields (or appropriate equivalent experience).

3.1.3.2. Evidence of external recognition for scholarly accomplishment consistent with institutional standards implementing Board Policy No. 4:38 for professorial ranks; and

3.1.3.3. Tenure at the institution or, for persons appointed to the rank of associate professor at the time of hire, tenure at a prior institution.

3.1.4. Professor: (Tenurable)**3.1.4.1. Either,**

3.1.4.1.1. Earned doctorate and ten (10) years of successful tenure track or postdoctoral college teaching, service or research experience in appropriate fields (or appropriate equivalent experience); or

3.1.4.1.2. A post-graduate degree, other than a doctorate, recognized by the institutional administration as terminal for the faculty members' discipline, and ten (10) years of successful tenure track or post-degree college teaching or research experience in appropriate fields (or appropriate equivalent experience).

3.1.4.2. Evidence of external recognition for ongoing scholarly accomplishment and leadership consistent with institutional standards implementing Board Policy No. 4:38 for professorial ranks; and

3.1.4.3. Tenure at the institution or, for persons appointed to the rank of professor at the time of hire, tenure at a prior institution.

3.2. Minimum Promotion Eligibility Criteria

In addition to the minimum rank qualifications for employment and promotion state in this section the minimum eligibility criteria for promotion in professorial rank shall be:

3.2.1. Assistant Professor to Associate Professor (Academic):

There are no time-in-rank or length-of-service requirements for promotion to the rank of associate professor; this rank is assigned upon the grant of tenure.

3.2.2. Associate Professor to Professor (Academic):

Five (5) years in rank at the institution; tenure; high level of performance in the areas of responsibilities commensurate with promotion to the rank of professor.

All references to years in rank herein are to full-time academic year appointments or to their equivalents. Faculty members become eligible to apply for promotion during the year in which their length of service will meet the stated requirements. Faculty members serving in library positions on tenure or tenure track appointments who, on or before August 30, 2012, elect to retain professorial rank, will accrue years of service under the standard rules. Faculty members whose appointment is split between professorial and librarian ranks will accrue years of service in proportion to the percent of their appointment assigned to professorial duties.

The Board may, at its discretion and upon the recommendation of the administration of the institution, reduce the number of years of service required for eligibility for promotion; provided that prior service credit may not be requested in conjunction with an application for promotion. The grant of prior service credit for purposes of promotion will not thereby reduce the tenure track service requirements.

4. Research Ranks

4.1. Minimum Rank Qualifications

4.1.1. Assistant Research Professor:

4.1.1.1. An earned terminal degree.

4.1.2. Associate Research Professor: (Eligible for continuing appointment)

4.1.2.1. Earned terminal degree and six (6) years of successful research experience in appropriate fields (or appropriate equivalent experience); and

4.1.2.2. Evidence of external recognition for ongoing scholarly accomplishment and leadership consistent with institutional standards implementing Board Policy No. 4:38 for the professorial ranks.

4.1.3. Research Professor: (Eligible for continuing appointment)

4.1.3.1. Earned terminal degree and ten (10) years of successful research experience in appropriate fields (or appropriate equivalent experience); and

4.1.3.2. Evidence of external recognition for ongoing scholarly accomplishment and leadership consistent with institutional standards implementing Board Policy No. 4:38 for the professorial ranks; and

4.2. Minimum Promotion Eligibility Criteria

4.2.1. Assistant Research to Associate Research Professor:

Four (4) years in rank at the institution prior to going up for promotion; high level of performance in the areas of responsibilities commensurate with promotion to the rank of Associate Research Professor.

4.2.2. Associate Research Professor to Research Professor:

Five (5) years in rank at the institution; high level of performance in the areas of responsibilities commensurate with promotion to the rank of Research Professor.

All reference to years in rank herein shall mean full-time academic year appointments, or their equivalents, for the regular faculty ranks and full calendar years, or their equivalents, for research ranks. Where part-time experience is to be recognized, it shall be recognized on a pro-rata basis.

In addition to the minimum promotion eligibility criteria set forth in this section, to be awarded promotion in rank, faculty members must meet institutional performance standards for persons holding the instructional rank sought. Applicants for promotion in research ranks must document research achievement and productivity comparable to the highest research standards observed nationwide.

5. Lecturer Rank

The rank qualifications which are set forth below are minimums for employment. All references to teaching experience in rank qualifications listed below are to full-time academic year appointments or to their equivalents. Where part-time experience is to be recognized, it will be recognized on a pro-rata basis. For purposes of this article, one (1) year of full-time successful service with the Agricultural Cooperative Extension Service is equivalent to one (1) year of successful college teaching or research experience.

5.1. Minimum Rank Qualifications

5.1.1. Instructor:

Earned master's; or other degrees or qualifications recognized under academic program or discipline accreditation standards.

5.1.2. Lecturer:

Earned doctorate or other graduate degree recognized by the Board as a permitted terminal degree for the faculty members' discipline at the institution; and

Evidence of ongoing accomplishment and leadership consistent with institutional standards implementing Board Policy No. 4:38 for the lecturer ranks.

5.1.3. Senior Lecturer:

Earned doctorate or other graduate degree recognized by the Board as a permitted terminal degree for the faculty members' discipline at the institution and six (6) years of successful teaching at the university level; and

Evidence of for ongoing accomplishment and leadership consistent with institutional standards implementing Board Policy No. 4:38 for the lecturer ranks.

5.2. Minimum Promotion Eligibility Criteria

In addition to the minimum rank qualifications for employment stated in this subsection, the minimum eligibility criteria for change in rank will be:

5.2.1. Instructor to Lecturer:

Three (3) years in rank at the institution before submitting materials; performance of assigned responsibilities commensurate with expectations for lecturers.

5.2.2. Lecturer to Senior Lecturer:

Five (5) years in rank at the institution; performance of assigned responsibilities commensurate with expectations for senior lecturers.

All references to years in rank herein are to full-time academic year appointments or to their equivalents. Faculty members become eligible to apply for change in rank during the year in which their length of service will meet the stated requirements.

The Board may, at its discretion and upon the recommendation of the administration of the institution, reduce the number of years of service required for eligibility for change in rank; provided that prior service credit may not be requested in conjunction with an application for change in rank.

6. Librarian Rank

6.1. Minimum Rank Qualifications

The rank qualifications which are set forth below are minimums for employment. All references to teaching experience in rank qualifications listed below are to full-time academic year appointments or to their equivalents. Where part-time experience is to be recognized, it will be recognized on a pro-rata basis.

6.1.1. Assistant Librarian:

6.1.1.1. Master's degree in library or information science from a program accredited by the American Library Association; or

6.1.1.2. Other degrees or qualifications recognized under academic program or discipline ~~of librarianship or library science~~ accreditation standards.

6.1.2. Associate Librarian:

6.1.2.1. Master's, specialist or doctoral degree in ~~library or information science from a program accredited by the American Library Association in~~ addition to the master's degree in library or information science ~~from a program accredited by the American Library Association; and/or~~

6.1.2.2. Ten (10) years of experience as a professional librarian or three (3) years in rank as an Assistant Librarian at the institution.

~~6.1.2.3. Degree recognized by the Board as a permitted terminal degree for the faculty members' discipline of librarianship at the institution;~~

6.1.2.3.

~~6.1.2.4. Ten (10) years of experience as a professional librarian or three (3) years in rank as an Assistant Librarian at the institution; and~~

Evidence of external recognition for ongoing accomplishment and leadership consistent with institutional standards implementing Board Policy No. 4:38 for the librarian ranks.

6.1.3. Librarian:

6.1.3.1. Master's, specialist or doctoral degree ~~in library or information science from a program accredited by the American Library Association~~ in addition to the master's degree in library or information science ~~from a program accredited by the American Library Association; and or~~

6.1.3.2. Fifteen (15) years of experience as a professional librarian or five (5) years in rank as an associate librarian at the institution.

~~6.1.3.2. Degree recognized by the Board as a permitted terminal degree for the faculty members' discipline of librarianship at the institution; and~~

~~6.1.3.3. Fifteen (15) years of experience as a professional librarian or five (5) years in rank as an associate librarian at the institution; and~~

6.1.3.4.6.1.3.3. Evidence of external recognition for ongoing accomplishment and leadership consistent with institutional standards implementing Board Policy No. 4:38 for the librarian ranks.

6.2. Minimum Promotion Eligibility Criteria

In addition to the minimum rank qualifications for employment in this subsection, the minimum eligibility criteria for change in rank will be:

6.2.1. Assistant Librarian to Associate Librarian:

Three (3) years in rank at the institution; performance of assigned responsibilities that meet or exceed expectations for associate librarians.

6.2.2. Associate Librarian to Librarian:

Five (5) years in rank at the institution; performance of assigned responsibilities that meet or exceed expectations for librarians.

All reference to years in rank herein are to full-time, twelve month appointments or to their equivalents. Faculty members become eligible to apply for change in rank during the year in which their length of service will meet the stated requirements.

The Board may, at its discretion and upon the recommendation of the administration of the institution, reduce the number of years of service

required for eligibility for change in rank; provided that prior service credit may not be requested in conjunction with an application for change in rank.

7. Professor of Practice Rank

The Professor of Practice Series is intended for distinguished and eminent professionals, either practicing or retired, who contribute to the South Dakota Board of Regents by either teaching, contributing to the research and scholarly mission of the university and/or by providing service through their practical professional experience.

The rank qualifications which are set forth below are minimums for employment. All references to teaching experience in rank qualifications listed below are to full-time academic year appointments or to their equivalents. Where part-time experience is to be recognized, it will be recognized on a pro-rata basis. For purposes of this article, one (1) year of full-time successful service with the Agricultural Cooperative Extension Service is equivalent to one (1) year of successful college teaching or research experience.

7.1. Appointment to the Professor of Practice Series

This series is designed for the lecturer series and the research associate series that are non-tenurable.

Current employed faculty who desire to request a transfer to this appointment series can only request a one-time transfer and will go through the proper protocols for the appointment within their university.

Professor of Practice faculty cannot be eligible for tenure.

Faculty applying for a lateral transfer must adhere to the following:

- Instructors may be eligible to the Assistant Professor of Practice Rank,
- Lecturers and Research Associates may be eligible to the Associate Professor of Practice Rank, and
- Senior Lecturers may be eligible to the Professor of Practice Rank.

7.1.7.2. Minimum Rank Qualifications

7.1.1.7.2.1. Assistant Professor of Practice:

Earned doctorate or other graduate degree recognized by the Board as a permitted terminal degree for the faculty member's discipline at the institution, or significant professional experience in the discipline that aligns with Higher Learning Commission guidelines for teaching at the undergraduate or graduate level.

7.1.2.7.2.2. Associate Professor of Practice:

Earned doctorate or other graduate degree recognized by the Board as a permitted terminal degree for the faculty member's discipline at the institution, or significant professional experience in the discipline that aligns with Higher Learning Commission guidelines for teaching at the undergraduate or graduate level.

7.1.3.7.2.3. Professor of Practice:

Earned doctorate or other graduate degree recognized by the Board as a permitted terminal degree for the faculty member's discipline at the institution, or significant professional experience in the discipline that aligns with Higher Learning Commission guidelines for teaching at the undergraduate or graduate level; and significant professional experience and accomplishments relevant to the field, including but not limited to senior positions in industry, government, or professional organizations, and awards and recognition received.

7.2.7.3. Minimum Promotion Eligibility Criteria

In addition to the minimum rank qualifications for employment stated in this subsection, the minimum eligibility criteria for change in rank will be:

7.2.1.7.3.1. Assistant Professor of Practice to Associate Professor of Practice:

Three (3) years in rank at the institution before submitting materials; performance of assigned responsibilities commensurate with expectations for Associate Professor of Practice.

In addition to years in rank, the following is a list that may be used as evidence of success and qualify the candidate for promotion.

7.3.1.1 A faculty member will contribute to the organization through their cooperation and collaboration.

7.3.1.2 Instructional activities may include: teaching, workshops, seminars, or training to improve teaching techniques, activities in course development, advising, and providing enhanced educational opportunities.

7.3.1.3 Service to the discipline or other indicators that support and strengthen the university, and

7.3.1.4 Collaborative and/or independent publications, collaborative research, project management, or other creative activities.

7.2.2.7.3.2. Associate Professor of Practice to Professor of Practice:

Five (5) years in rank at the institution; performance of assigned responsibilities commensurate with expectations for Professor Practices; and the indicators identified in 7.3.1.1-7.3.1.4.

All references to years in rank herein are to full-time academic year appointments or to their equivalents. Faculty members become eligible to apply for change in rank during the year in which their length of service will meet the stated requirements.

The Board may, at its discretion and upon the recommendation of the administration of the institution, reduce the number of years of service required for eligibility for change in rank; provided that prior service credit may not be requested in conjunction with an application for change in rank.

8. Exceptions

Upon the recommendation of the institutional President, the Board may grant exceptions to the minimum rank qualifications or the promotion eligibility criteria relating to the minimum number of years in rank at the institution or both. The Board shall consider for promotion under this section only those faculty members who, in the judgment of the Board, have demonstrated that their level of performance and/or professional qualifications are notably excellent and sufficient to offset the lack of a required degree or years in rank.

9. Use of Faculty Committee

The work and recommendations of promotion and tenure committees apply only to tenure-track faculty in the professorial ranks. The work and recommendations of promotion and continuing appointment review committees apply only to research faculty. Promotion and continuing appointment of faculty in lecturer, librarian, and professor of practice ranks is governed by administrative procedures established by each institution in compliance with Board policy.

10. Promotion and Tenure Committee Formulation

10.1. The institutional promotion and tenure committee will consist of elected members of the faculty and members of the administration. The composition of the committee shall be: fifty percent (50%) faculty members; fifty percent (50%) administrative appointees. Each President shall determine the total number of members for the institutional promotion and tenure committee at each institution and inform the faculty senate of the total number of members.

10.1.1. The faculty representatives on the institutional promotion and tenure committee will be elected by the faculty as soon as practicable after the commencement of school activities in the fall. Membership terms will be for three (3) years.

10.1.2. Vacancies shall be filled according to procedures established for the original appointment. Only tenured faculty members will be eligible for election to the institutional promotion and tenure committee. Election procedures must provide all eligible faculty members who are still employed at the institution at the time of election, with equal opportunities to nominate candidates for committee membership, be nominated for committee membership, and to elect committee members. Alternates should be selected in the same manner. Faculty members, who themselves are to be considered for promotion or tenure, are not eligible for membership on the promotion and tenure committee during the academic year in which their promotion or tenure is being considered.

10.2. Administrative appointees shall be appointed by the president or the president's designee.

10.3. There shall be, in addition to the institutional promotion and tenure committees at USD and SDSU, college or school promotion and tenure committees as the case may be. At all institutions, departments or other appropriate administrative units may petition the president for the creation of a promotion and tenure committee for the respective department or unit. If approved, the president shall determine the membership

consistent with the ratio and constituency heretofore established for the institutional promotion and tenure committee.

- 10.4.** Each promotion and tenure committee shall be given institutional guidelines to be utilized in promotion and tenure recommendations.
- 10.5.** The integrity of the promotion and tenure review process requires not only that it be fair, but also that it be regarded as fair. Therefore, individual committee members will recuse themselves whenever their ability to make a disinterested judgment might reasonably be called into question.
- 10.6.** Faculty members, who themselves are to be considered for promotion or tenure, are not eligible for membership on the promotion and tenure committee during the academic year in which their promotion or tenure is being considered. If such a faculty member is denied promotion or tenure, the individual's term on the committee will be deemed to have expired. Faculty members who have been denied promotion may serve on the promotion and tenure committee if elected in an election held no sooner than one (1) academic year following the year in which the denial occurred.
- 10.7.** Colleges, school, departments or other appropriate administrative units that have sufficient numbers of tenured faculty to form a committee may petition the president for the creation of a promotion and tenure committee for the respective college, school, department or unit. If approved, the president will determine the membership consistent with the ratio and constituency heretofore established for the institutional promotion and tenure committee. Tenured faculty members will be elected to college or school, department or other appropriate administrative unit promotion and tenure committees using the same procedures used to elect tenured faculty members to the institutional promotion and tenure committee. Faculty members within the appropriate unit will participate in the election procedures
- 10.8.** The promotion and tenure committees shall make their recommendations to the administrator of the applicable department or appropriate unit. Administrators shall consider the recommendations of their departmental or unit promotion and tenure committee in formulating their recommendations to the next level of the process.

11. Procedures for Promotion Recommendations

- 11.1.** Faculty members who wish to be considered for promotion shall submit a completed notification and application for promotion, together with supporting documents, to their immediate supervisor on such date as may be specified under institutional promotion and tenure procedures. Institutional deadlines for such notification should occur no later than October 5 unless otherwise approved by the campus. Such notification and application shall allow the promotion and tenure committee's access to the faculty member's personnel file and individualized professional development plans. The application will include documentation to establish performance commensurate with the award of the professorial rank sought as required under Board Policy No. 4:11 or, for faculty members not assigned the rank of Associate Professor when first awarded a tenure track contract, to establish performance commensurate with the award of tenure as required under Board Policy No. 4:10. It

is the responsibility of the faculty member to prepare documentation appropriate for use by the promotion and tenure committees and appropriate administrators in judging the faculty member's qualification for promotion. This documentation must accompany the request to the immediate supervisor for consideration. This documentation and the recommendations of the faculty member's supervisor (and of the departmental promotion and tenure committee, if any) shall be forwarded by the supervisor to the administrator responsible for the process at the college/school level or institutional level, whichever is applicable, no later than a date to be set by the Board. Each institution may stipulate certain desired elements or format for the documentation, which shall be made available to faculty members in written form. This documentation must accompany the request to the immediate supervisor for consideration. The immediate supervisor, and any other administrators, including the president, who review the file in order to make independent recommendations, may supplement the material assembled by the faculty with information obtained from other sources, and they may base their recommendations upon such additional information, provided that such additional information is included in the file together with the materials assembled by the faculty member. This documentation and the recommendations of the faculty member's supervisor (and of the departmental promotion and tenure committee, if any) will be forwarded by the supervisor to the administrator responsible for the process at the college/school level or institutional level according to institutional timelines.

- 11.2.** If the institution has college or school promotion and tenure committees, the recommendations of the appropriate administrator (and of the college or school promotion and tenure committees) will be forwarded by that administrator, with the supporting documentation to the president according to institutional timelines.
- 11.3.** The institutional promotion and tenure committee will review all materials and may consult with applicable college, school, or departmental promotion and tenure committees, and in addition, may consult with the faculty member or other individuals as it deems appropriate. After such consultation, the institutional promotion and tenure committee will add its recommendation and forward all information to the president according to institutional timelines. The working papers and files of the promotion and tenure committee(s) will remain confidential; except that, subsequent to the Board's final determination, the president will have the written recommendations of administrators with supervisory responsibility for the faculty member placed in the faculty member's personnel file, together with any additional materials that they may have secured to assist in formulating their opinions.
- 11.4.** If an outside recommendation is sought, the administrator or committee requesting the recommendation will provide the outside party a copy of the department/institutional standards used in the promotion review and clearly articulate that the review is to address the contributions the individual has made to the discipline and/or the impact the individual's work has had on advancing the discipline.
- 11.5.** The president will make the institutional recommendation to the Board by April 15. At the request of the faculty member, the recommendation of the institutional

promotion and tenure committee will accompany the institutional recommendation to the Board. The faculty member will be notified according to institutional timelines of whether the president will recommend promotion to the Board. Such notice will indicate the institutional promotion and tenure committee's recommendation. If the president intends to recommend that promotion be denied, the faculty member may request the president provide reasons for the recommendation provided the faculty member makes a written request by April 15. If the faculty member makes such a request, the president shall respond in writing within fifteen (15) working days.

- 11.6.** The reasons given shall be substantive in nature and shall transcend the mere fact of the recommendations by the committees by including the opinions of the president from the information available to him/her. The faculty member may file a written request for reconsideration according to institutional timelines after receipt of the president's reasons for denial of promotion. The request should specify the grounds and considerations that the faculty member believes warrant a different result. The president, after reviewing the request, shall notify the faculty member in writing according to institutional timelines of the final institutional recommendation to be forwarded to the Board and of its basis. The rights to obtain reasons and to request reconsideration shall not expand the rights and limitations under BOR Policy 4:7.
- 11.7.** Faculty members appointed to tenure track appointments who have not been promoted to the rank of associate professor must apply for such promotion at the beginning of their sixth year of tenure track service. Faculty members who complete their sixth year of tenure track service without being granted promotion to the rank of associate professor will be offered a single term contract for the following academic year. This term contract is not subject to renewal, and the faculty member will be ineligible for reappointment after it expires.
- 11.8.** No promotions shall be granted unless funds exist to provide for an increase in salary, and an increase in salary is given.
- 11.9.** When reviewing applications for tenure, administrators and promotion and tenure committees shall consider the progress towards meeting the objectives of professional development plans and they shall heed evidence that the faculty member is effectively pursuing approved objectives, but they shall exercise independent judgment as to the quality of results achieved by the faculty member.

When assessing the quality of performance, administrators and committee members shall be guided by the principles stated in Board Policy No. 4:38 as complemented by institutional policy statements.

- 11.10.** Each institution shall develop their own timelines and procedures for rank and promotion recommendations. Institutional deadlines shall comply with system deadlines stated within these policies.

12. Procedure for Awarding Promotion in Research Ranks

- 12.1.** The institution's chief research officer shall establish a promotion and continuing appointment review committee. Until such time as twelve or more research faculty members have been appointed to continuing appointments, the promotion review

committee membership shall comprise the chief research officers of other system institutions that host research centers, together with two additional representatives from the institution, designated by the institutional president.

- 12.2. Research faculty members who wish to be considered for promotion will notify their immediate supervisor in writing on such date as may be specified under institutional promotion and tenure procedures as established by each institution. Institutional deadlines for such notification should occur no later than October 5 unless otherwise approved by the campus. Such notification will allow the continuing appointment review committee access to the faculty member's personnel file. It is the responsibility of the research faculty member to prepare, assemble and submit on such date as may be specified under institutional promotion and tenure procedures all favorable documentation which is appropriate and upon which the faculty member relies for favorable action. Each institution may stipulate certain desired elements or format for the documentation, which shall be made available to research faculty members in written form. This documentation must accompany the request to the immediate supervisor for consideration.
- 12.3. The promotion review committee shall review the qualifications of each applicant for a promotion to determine whether the applicant has satisfied the provisions of Section C.4. To assist in the evaluation of performance, the promotion review committee may solicit outside reviews. The promotion review committee shall deliver its recommendation to the institution's chief research officer and Vice President for Academic Affairs, and the research officer and Vice President for Academic Affairs will forward that recommendation, together with such additional comments as they may deem appropriate, to the institutional president according to institutional timelines. The work product of the promotion review committee shall remain confidential.
- 12.4. The applicant shall be notified, not later than March 1 of the year in which the research faculty member is being considered for tenure, of what the institutional president shall recommend to the Board regarding the faculty member's tenure status. Such notice shall indicate the promotion review committee's recommendation. If the president intends to recommend that promotion be denied, the faculty member may request the president provide reasons for the recommendation provided the faculty member makes a written request by April 15. If the faculty member makes such a request, the president shall respond in writing within fifteen (15) working days.
- 12.5. The institutional president shall make a recommendation to the Board not later than April 1. This recommendation shall be based upon the provisions of Section C.4, as well as upon the other provisions and requirements of this Chapter and upon an assessment of the candidate's past contributions and promise of future contributions to the goals and missions of the research center program.
- 12.6. The final decision whether to grant a promotion to any applicant shall remain exclusively with the Board.
- 12.7. Each institution shall develop their own timelines and procedures for rank and promotion recommendations for research ranks. Institutional deadlines shall comply with system deadlines stated within these policies.

FORMS / APPENDICIES:

None

SOURCE:

BOR August 1979; BOR June 1987; BOR June 1993; BOR May 2002; BOR August 2004; BOR August 2008; BOR April 2009; BOR December 2010; BOR August 2017; BOR August 2020; BOR December 2020.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 6 – B (3)
DATE: December 9-10, 2020

SUBJECT

Revisions to BOR Policy 4:12 – Role and Responsibility of Faculty (First Reading)

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 4:12](#) – Role and Responsibility of Faculty

BACKGROUND / DISCUSSION

As a result of the elimination of collective bargaining after the passage of [Senate Bill 147](#) during the 2020 Legislative Session, BOR Policy 4:12 has been updated to reflect the necessary changes needed.

Changes to this policy include:

1. Updating the template to ensure consistent BOR Policy formatting;
2. Updating of the definitions to clarify faculty roles, and those that are eligible or holding rank; and
3. Clarifying eligible faculty recommendations.

IMPACT AND RECOMMENDATION

This is a first reading of this policy. The recommendation was approved by the Academic Affairs Council and is supported by the Interim System Vice President for Academic Affairs.

Board staff recommends approval.

ATTACHMENTS

Attachment I – Proposed Revisions to BOR Policy 4:12

DRAFT MOTION 20201209_6-B(3):

I move to approve the first reading of the proposed revisions to BOR Policy 4:12, as presented in Attachment I.

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Role and Responsibility of Faculty

NUMBER: 4:12

~~PRIVILEGES AND RESPONSIBILITIES OF FACULTY~~

A. PURPOSE

The purpose of this policy is to outline several areas that faculty can make academic recommendations. This policy excludes any special school faculty member covered under the Special Schools bargaining agreement.

B. DEFINITIONS

~~1. 1. — Composition of General Faculty:~~

1. Rank Eligible Faculty: The Board may appoint persons holding the academic or technical rank of professor, associate professor, assistant professor ~~or, lecturer, senior lecturer,~~ instructor, clinical professor, clinical associate professor, clinical assistant professor, or clinical instructor, lecturers, research faculty, professor of practice, librarians –and other employees to the faculty. Faculty can be either full-time or part-time.

2. Non-Rank Eligible Faculty:– The term other employees in this context includes teaching assistants, teaching associates, research professionals, ~~librarians,~~ visiting faculty, exchange faculty, adjunct faculty and coaches.

3. Non-Instructional and Instructional Administrators:– ~~The term general faculty may also include other~~ Any –persons holding faculty rank are considered to be included in this policy (administrators, deans, department heads, etc.).

C. POLICY

~~2. — Applicability of Chapter~~

~~This chapter refers to general faculty which is comprised primarily of the faculty at the USD Medical School and Law School and College and University administrators holding faculty rank. Although some provisions herein are applicable to faculty bargaining unit members (Articles 5 4 2, 5 4 3, etc.), it should be understood in reading this chapter that conditions of employment for faculty bargaining unit members are governed by the current COHE/BOR contract.~~

~~1. 3. — Rank Eligible and Non-Instructional and Instructional Administrator~~ **Faculty Recommendations**

Subject to the policies and rules of the Board of Regents ~~the~~ faculty with rank or eligible for

rank of the institutions may make recommendations to the institutional administration, (in accordance with institutional protocol and organizational structure) on the following matters:

- 1.1. Courses of study;
- 1.2. Entrance requirements;
- 1.3. The requirements for advance standing of transfer students to enroll;
- 1.4. The standards of performance for continuance in good standing;
- 1.5. The reinstatement of students dropped for scholastic reasons and the conditions for reinstatement;
- 1.6. Standards and requirements for granting degrees, diplomas, or certificates to graduating students;
- 1.7. Rules and regulations for the granting of academic honors and the recipient(s) thereof;
- 1.8. Promotion in ranks;
- 1.9. Granting and retention of tenure; and
- 1.10. Resolution of grievances when participating as a member of a peer faculty committee.

FORMS / APPENDICES:

None

SOURCE:

Current Policy Manual 5.1.1; 5.1.2; 5.1.3; BOR April 2021.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 6 – C
DATE: December 9-10, 2020

SUBJECT

Board of Technical Education Data Sharing Agreement

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL § 13-28-37.1](#)

[SDCL § 13-28-50](#)

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

BACKGROUND / DISCUSSION

The Board of Regents is currently in a Data Sharing Agreement with the state's four technical colleges, which was executed in December of 2015 and pertains to student directory information that school districts provide to the Board of Regents Executive Director and to each of the technical colleges per SDCL § 13-28-50. The process, which necessitated the current agreement, was that the Department of Education submitted the data to BOR, who then distributed the directory information to Mitchell Technical College. MTC then redistributed the data to the other technical colleges.

In addition, during the 2020 legislative session, the legislature passed [SB 142](#), which made certain revisions to the state-sponsored High School Dual Credit Program (HSDC) set forth in SDCL § 13-28-37.1. The legislation includes provisions which bar students from further participation in the HSDC program if they fail or withdrawn from a HSDC course, absent a showing of good cause. The HSDC program is a Department of Education program, but is facilitated by both BOR & BOTE institutions. As such, students may take dual credit courses from any of the institutions involved in the program. Students are able to take courses from different institutions each semester, or may take courses from multiple institutions at the same time.

After the passage of SB 142, it quickly became apparent that enhanced collaboration between BOR & BOTE would need to share the requisite information regarding students receiving W & F grades. The sharing of this student data is necessary to ensure ineligible students are flagged and unable to continue in the program at any participating institution,

(Continued)

RECOMMENDED ACTION:

Approve the Data Sharing Agreement between the Board of Regents and the Board of Technical Education, in substantially similar form to that set forth in Attachment I.

as required by state law. In addition, BOR & BOTE will also share student information concerning those who show good cause and earn exemptions to continue in the HSDC program.

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.

IMPACT AND RECOMMENDATIONS

BOR staff and BOTE staff have worked to update the previous data sharing agreement to include provisions regarding the HSDC program. The new agreement will be signed by the Executive Directors of both the Board of Regents and the Board of Technical Education, as well as the presidents of the four technical colleges, as they are still their own legal entities for the purpose of entering into agreements.

Staff recommends approval.

ATTACHMENTS

Attachment I – Data Sharing Agreement

DATA SHARING AGREEMENT

Between the South Dakota Board of Regents, the South Dakota Board of Technical Education and the Technical Colleges

This DATA SHARING AGREEMENT ("Agreement") is entered into between the South Dakota Board of Regents ("BOR"), the South Dakota Board of Technical Education ("BOTE"), and South Dakota's "Technical Colleges," namely Mitchell Technical College ("MTC"), Lake Area Technical College ("LATC"), Southeast Technical College ("STC") and Western Dakota Technical College ("WDTC") (collectively and individually referred to as the "Parties").

WHEREAS, pursuant to SDCL § 13-28-50, each school district has an obligation to provide the BOR and each separate Technical College "a list of students by name in grades seven to twelve, inclusive, together with their mailing addresses," excluding information about "any student whose parent has directed that the school district not release directory information about the student;" and

WHEREAS, SDCL § 13-28-37.1 was amended during the 2020 Legislative Session to place certain conditions on participation in the high school dual credit program, necessitating the sharing of certain information between the Parties; and

WHEREAS, the Parties recognize certain efficiencies can be gained by streamlining the sharing of information necessary to ensure compliance with the aforementioned statutes.

NOW, THEREFORE, the Parties hereby enter into this Agreement to effectuate the necessary data sharing as set forth below.

ARTICLE I

School District Information

Section 1.1 The Parties agree that each will accept submission of the information required by § 13-28-50 ("Required Data") through the mechanism(s) set forth in this Agreement, as full compliance with the school districts' obligations under § 13-28-50, alleviating the need for each school district to replicate the distribution of the Required Data to each of the Parties individually. While no school district is required to submit the Required Data in accordance with this Agreement, each school district may submit the Required Data to the BOR for its use as provided under § 13-28-50 and for redistribution to MTC and/or the BOTE. Upon receipt of the Required Data from the BOR, MTC, and/or the BOTE will provide for the redistribution of the required data to the other pertinent Parties.

Section 1.2 The BOR will be responsible for ensuring each school district in the state is aware of this Agreement and the school districts' ability to comply with SDCL § 13-28-50 by means of a single submission to the BOR for redistribution.

ARTICLE II

Dual Credit Information

Section 2.1 To effectively carry out the high school dual credit program and ensure compliance with SDCL 13-28-37.1, the Parties must collect and share certain information, which includes but isn't limited to, student name, date of birth, grade level, school district and high school, course name, grade, grade point average, waiver information, if applicable, and institution through which dual credit was offered ("Dual Credit Data").

Section 2.2. The Dual Credit Data will be collected and disseminated as necessary and appropriate to effectively comply with the SDCL 13-28-37.1 and to otherwise carry out the dual credit program, which is anticipated to require the collection and sharing of dual credit data at least six times a year. The BOR will be responsible for collecting, receiving and disseminating Dual Credit Data on behalf of the public university system and the BOTE will be responsible for collecting, receiving and disseminating Dual Credit Data on behalf of the public technical colleges.

ARTICLE III

General Provisions

Section 3.1 The Parties intend this Agreement to provide for a joint exercise of governmental power as provided under SDCL ch 1-24 with respect to the process of collecting and distributing the Required Data per SDCL § 13-28-50 and complying with provisions of §13-28-37.1.

Section 3.2 This Agreement will take effect upon approval by the respective governing boards for the Parties, and it will remain in effect until terminated by the Parties. Any Party may withdraw from the agreement at any time. A Party that withdraws from the agreement surrenders the right to received data through it.

Section 3.3. The Parties acknowledge the confidential nature of the data shared pursuant to this Agreement, which includes education records that are subject to the privacy requirements established under the Family Education Rights and Privacy Act of 1974, 20 USC §1232g, 34 CFR Part 99 ("FERPA"). With respect to the data shared hereunder, the Parties constitute "school officials" with a "legitimate educational interest" under FERPA in their respective roles, ensuring compliance with the aforementioned statutory requirements and/or implementation of the high school dual credit program. The Parties will adhere to any and all confidentiality requirements pertaining to any and all data shared or accessed pursuant to this Agreement, exercising at least the same level of diligence used to protect and safeguard its records of a like nature.

Section 3.4 The BOR or BOTE may withdraw from the agreement, by notifying the Parties of its withdrawal no later than June 30, in order to afford sufficient time to determine whether or how to make alternative arrangements to collect and share data. If the BOR or BOTE provides notice after June 30, the effective date of its withdrawal will be December 31 of the year in which notice is given, conditioned upon its collection and distribution of the information for that year. The BOR or BOTE agrees that it will transfer to a successor party or entity such manuals, forms or work routines as it may have created and will share with such successor party or entity such know-how as it may have acquired in order to administer the data collection process. Withdrawal by one or more Parties will not terminate this Agreement so long as at least two of the Parties continue to operate under its terms.

Section 3.5 The Parties do not intend to create an administrative or governing entity or to acquire or to hold property for purposes of performing this Agreement. So long as it remains a member, the Parties will collect, organize and/or redistribute the data, as applicable, at no charge, in secure electronic form accessible to the Parties.

Section 3.6 Upon approval by all parties, a copy of this Agreement will be filed with the Attorney General and the Legislative Research Council as provided in SDCL §1-24-6.1.

SD BOARD OF REGENTS

_____/_____
 Brian Maher (date)
 Executive Director/CEO
 South Dakota Board of Regents

SD BOARD OF TECHNICAL EDUCATION

_____/_____
 Nick Wendell (date)
 Executive Director
 South Dakota Board of Technical Education

LAKE AREA TECHNICAL COLLEGE

_____/_____
 Michael Cartney (date)
 President
 Lake Area Technical College

SOUTHEAST TECHNICAL COLLEGE

_____/_____
 Robert Griggs (date)
 President
 Southeast Technical College

WESTERN DAKOTA TECHNICAL COLLEGE

_____/_____
 Ann Bolman (date)
 President
 Western Dakota Technical College

MITCHELL TECHNICAL COLLEGE

_____/_____
 Mark Wilson (date)
 President
 Mitchell Technical College

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 7 – A
DATE: December 9-10, 2020

SUBJECT

FY22 Governor’s Recommended Budget

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL 4-7-7](#) – Annual Budget Estimates Submitted by Budget Units

[SDCL 4-7-9](#) – Preparation and submission of budget report to Legislature

BACKGROUND / DISCUSSION

On the first Tuesday of December every year, the Governor presents her recommended budget for the next fiscal year to the State Legislature and the public. Governor Noem gave her FY22 budget address on Tuesday, December 8, 2020 at 1:00 pm. In the address, Governor Noem stated that South Dakota finished FY20 with a \$19 million surplus and general fund revenues are currently up by 19.4% year over year, even with the ongoing COVID-19 pandemic. With the increased general fund revenues in FY21, the FY21 revenue projection has been adjusted to account for a \$62 million increase. The ongoing revenues are expected to decrease slightly by \$1.4 million in FY22.

A 2.4% market adjustment for state employees has been proposed by the Governor for FY22. Additionally, a change to the state’s health insurance plan has been proposed, which will decrease the employer paid portion of the state employee health insurance plan and provide employees with more options. The savings from this proposed change would go toward reinvestment in state employees by raising the artificial minimums and equitably addressing salary compression issues for longer term employees.

IMPACT AND RECOMMENDATIONS

Base General Funding

The Governor is proposing a base general fund increase of \$3,518,686 for the Board of Regents. The proposed increase includes \$3,654,196 in base general funds for maintenance and repair, while reducing the system utilities allocation by \$129,267 and the critical deferred maintenance lease payment by \$6,243. Further details are found in Attachment I.

Proposed FY21 General Bill Amendment

The Governor’s budget recommendation also includes an amendment to the FY21 General Bill that provides \$90,000 for the BHSU – West River Health Sciences Center, \$453,200

INFORMATIONAL ITEM

for SDSU Precision Ranching, and \$355,000 for equipment upgrades at USD's Animal Resource Center, resulting in \$898,200 of one-time general funds for the Regental system.

ATTACHMENTS

Attachment I – FY22 Budget Request Summary – Governor's Recommended

South Dakota Board of Regents FY22 Board of Regents Request and Governor's Recommended				
	Base General Fund	FTE	Base General Fund	FTE
FY21 Base General Fund Budget	\$228,232,125	5,160.2	\$228,232,125	5,158.2
Priorities	Requested		Recommended	
General Fund M&R	\$0	0.0	\$3,654,196	0.0
South Dakota Opportunity Scholarship	\$100,000	0.0	\$0	0.0
Base Budget Maintenance				
DSU Respiratory Program Shift to SDSU	(\$70,000)	0.0	(\$70,000)	0.0
SDSU Respiratory Program Shift from DSU	\$70,000	0.0	\$70,000	0.0
Utilities		0.0	(\$129,267)	0.0
Lease Adjustment	(\$6,243)	0.0	(\$6,243)	0.0
FY22 Requested and Recommended	\$93,757	0.0	\$3,518,686	0.0
FY22 Total Base Funding Recommended	\$228,325,882	5,160.2	\$231,750,811	5,158.2
Increase without Salary Policy	0.0%	0.0%	1.5%	0.0%
One-Time General Fund Requests				
BHSU - West River Health Sciences Center	\$90,000	0.0	\$90,000	0.0
BHSU - Paraprofessional Education Program	\$276,000	0.0	\$0	0.0
SDSMT - Mineral Industries Building	\$19,000,000	0.0	\$0	0.0
SDSU - Precision Ag - Berg Agricultural Hall Remodel	\$2,000,000	0.0	\$0	0.0
SDSU AES - Precision Ranching	\$453,200	0.0	\$453,200	0.0
SDSU Extension - Rural Prosperity and Workforce Development	\$100,000	0.0	\$0	0.0
USD - Upgrade Equipment in Animal Resource Center	\$355,000	0.0	\$355,000	0.0
FY22 Tuition Fund Authority Requests				
Authority Changes	\$165,416	-3.0	\$165,416	-3.0
FY22 Federal and Other Fund Authority Requests				
Authority Changes	\$1,613,250	3.0	\$1,613,250	3.0
FY22 Informational Federal and Other Fund Authority Requests				
Authority Changes	\$815,000	-2.0	\$815,000	-2.0

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 7 – B
DATE: December 9-10, 2020

SUBJECT

2021 Board Sponsored Legislation

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL 13-51-1](#) – Legislative approval for facilities

[BOR Policy 6:10](#) – Legislative Authorization of Private or Grant Funded Facilities

[BOR Policy 1:12](#) – State Relations

BACKGROUND/DISCUSSION

The following bill has been developed for the Board's review:

Board Office

Self-support Tuition Rates

An Act to revise and repeal certain provisions regarding self-support tuition rates at institutions governed by the Board of Regents. This bill removes the statutory references to self-support tuition rates associated with off-campus delivery, which will leave the tuition and rate setting with the Board as provided in SDCL [§13-53-6](#). The response to the COVID-19 pandemic has highlighted the challenges associated with attempting to draw a clear distinction between on-campus and off-campus delivery, as many courses have shifted to a hybrid model, utilizing a mixture of on-campus and off-campus delivery. Removing the statutory differentiation will provide the Board with the necessary flexibility to appropriately categorize the various delivery methods and set rates accordingly.

(Continued)

DRAFT MOTION 20201209_7-B:

I move to authorize the Executive Director to (1) submit the proposed bill and make such modifications or amendments to the bill as are necessary and appropriate, provided such modifications or amendments do not change the fundamental purpose of the legislation, and (2) submit such additional legislation as may be necessary and appropriate, upon concurrence of a majority of the executive committee.

IMPACT AND RECOMMENDATIONS

With approval, Board office staff will introduce the Board-sponsored legislation in substantively similar form to that contained in Attachment I and work with members of the Legislature and the Governor's office to have the legislation become law.

ATTACHMENTS

Attachment I – Self-support Tuition Rates

**STATE OF SOUTH DAKOTA
NINETY-SIXTH SESSION
LEGISLATIVE ASSMEBLY, 2021**

BILL NO.

Introduced by:

FOR AN ACT ENTITLED, An Act to revise and repeal certain provisions regarding self-support tuition rates at institutions governed by the Board of Regents.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. That § 13-51-1.2 be REPEALED:

13-51-1.2. Tuition rates at off-campus locations.

Section 2. That §13-55-1.3 be AMENDED:

**13-51-1.3. Sioux Falls site for instructional, research, and service programs—
Limitations on use.**

The expenditures authorized by chapter 106 of the 2006 Session Laws shall be solely for the purposes of providing a site for the operation of instructional, research and service programs delivered through institutions established by the Legislature and governed by the Board of Regents. The Board of Regents may only use the property for the primary purpose of education or research. It is the intent of the Board of Regents and the Eighty-first Legislature that the Board of Regents may not without express legislative authorization:

- (1) Organize the programs delivered at this site into a separate degree-granting institution;
- (2) Erect student residence facilities on the site;
- (3) Construct facilities on the site for use as intercollegiate athletic practice or competition;
- (4) Establish intercollegiate athletic teams at the site;
- (5) Sell any portion of the property acquired pursuant to chapter 106 of the 2006 Session Laws unless the property is appraised and advertised and offered for sale at public auction. No portion of the property may be sold except at public sale and for an amount less than the appraised value;
- ~~(6) Offer courses taught on the property at any rate other than the self-support tuition rate;~~
- ~~(7)(6)~~ Lease for nonagricultural purposes more than ten percent of the surface area of the property to third parties;
- ~~(8)(7)~~ Lease to third parties more than ten percent of the useable space within any building constructed with state funds appropriated by the Legislature; or
- ~~(9)(8)~~ Permit any free-standing commercial facility to be constructed on the property or any commercial facility to be located within any building constructed with state funds

unless the commercial facility is reasonably needed to meet the convenience and needs of the students and instructors using the building.

Section 3. That §13-55-2.1 be REPEALED:

13-55-2.1. Veterans enrolled at self-supporting off-campus institution entitled to reduced tuition.

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 7 – C
DATE: December 9-10, 2020

SUBJECT

150 LSAT Resident Tuition USD Law School

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL 13-53-6](#) – Tuition Rates and Fees

BACKGROUND/DISCUSSION

USD School of Law requests that the current policy allowing nonresident students with a Law School Admission Test score of 155 or above to pay resident tuition rates be expanded to students with an LSAT score of 150 and above. This will allow the School of Law to increase enrollment, overall class credentials, and admission standards; better leverage scholarship dollars; and attract students from adjacent states who may remain in South Dakota to begin their careers.

Following the recommendation of the Law School Relocation Task Force, the Board of Regents adopted a pilot program to offer resident tuition to nonresident students who receive a LSAT score of 155 or above. Task Force data showed that the higher credentialed were being admitted, but not matriculating (71 admitted, only 1 matriculant within the window considered). The pilot has had limited success, with four qualifying nonresident students matriculating. In that same window, however, more than 120 applicants with LSAT scores between 150-154 were admitted to the School of Law but did not matriculate. In other words, the School of Law is currently yielding less than 5% of the students that this proposed expansion of the pilot would reach.

Attracting more students with higher credentials is the first key purpose of this proposal. The School of Law is annually admitting many of these students but very few matriculate. It is easiest to see this by comparing at the number of nonresident students at or above 150

(Continued)

DRAFT MOTION 20201209_7-C:

I move to approve resident rates to new students with an LSAT score of 150 and above beginning in Fall 2021.

LSAT admitted and the number who matriculated:

LSAT 150-154 Admitted			LSAT 150-154 Matriculated	
2016	43 Students		2016	1 Student
2017	35 Students		2017	2 Students
2018	36 Students		2018	1 Student
2019	50 Students		2019	2 Students
2020	47 Students		2020	2 Students

In most instances cost is driving the decision of these students not to attend USD School of Law. Nonresident tuition at USD ends up being more expensive than tuition at competitor schools like the University of Nebraska. This is particularly so when scholarships are factored in.

The key aspects of this proposal:

- Makes us more competitive for this group of students.
- This is a qualified group of students that the School of Law wants to attract. Adding more students at 150 LSAT and above will increase overall class credentials by boosting the number of students at or near current median LSAT scores. This can help our bar passage rates, rankings, and the perceived selectivity and prestige of the school among applicants.
- Offers significant revenue opportunity and low risk. As the admitted versus matriculated numbers show, there is a real opportunity to grow enrollment (and thus tuition) in this proposal. Also, the breakeven number for the proposal is only three additional students (see attachment). Given the sizeable pool of applicants to target, that is a realistic number to achieve.
- The proposal also provides a real opportunity to leverage existing tuition dollars. Students at or above 155 LSAT scores often command full tuition scholarship offers. However, students in the 150-154 LSAT band, while well qualified, often get lower scholarship offers. The combination of resident tuition and partial scholarship packages makes USD School of Law more competitive for these students. This proposal allows the School of Law a recruiting tool in showing these candidates a bigger tuition “reduction” and perceived investment in them.
- This proposal can increase the number of nonresident students who may stay in South Dakota for law school and to begin their careers. Many students from Sioux City and northeast Nebraska are going elsewhere based on cost. They are students for whom USD is “staying home” for school and to begin their legal careers. Additionally, this proposal builds on the South Dakota Advantage program by allowing some of those students to retain resident tuition as they move into law school. These are students with real likelihood to stay in South Dakota when they join the workforce after graduation.

It is anticipated that only 3 additional eligible students will be necessary to break even under this proposal.

IMPACT AND RECOMMENDATIONS

This proposal has been reviewed and vetted by the Academic Affairs Counsel and the Business Affairs Counsel and received a favorable recommendation from both. Approval of the resident tuition for students with an LSAT score of 150 and above at this meeting will allow for the School of Law to begin recruiting eligible students during this recruiting cycle for enrollment in fall of 2021.

ATTACHMENTS

Attachment I – LSAT Breakeven Information

Law School Tuition Reduction For LSAT Scores over 150 Proposal

	2016	2017	2018	2019	2020
Tuition Rates (Full-Year)	FY17 Rates	FY18 Rates	FY19 Rates	FY20 Rates	FY21 Rates
In-State Equivalent Tuition	10,804	10,858	11,248	11,620	11,620
Non-Resident Rate Tuition	28,790	28,934	29,976	30,966	30,966
Program Fee	2,309	3,124	3,180	3,272	3,272
Information From Proposal:					
Eligible Applicants:	43	35	36	50	27
Eligible Matriculants:	1	2	1	2	1
Revenue from matriculants at Non-Res Rate	31,099	64,116	33,156	68,476	34,238
Revenue from matriculants if at "In-State" Rate	13,113	27,964	14,428	29,784	14,892
Difference in Tuition	(17,986)	(36,152)	(18,728)	(38,692)	(19,346)
Additional Students above actual matriculants	2	3	2	3	2
Total Eligible Students to Break Even	3	5	3	5	3
Percent Needed of Applicants Eligible to Matriculate	7%	14%	8%	10%	11%
5 Year Look Back:					
Eligible Students Needed to Matriculate for Proposal to have broke even:					19
Students Matriculated without Proposal:					7
New Students Above Historical Matriculants to be Recruited:					12
Enrollment Needs at Conservative 1L Enrollment Projection (60 Students)					
Current Matriculants now Eligible for Resident Rate: 2					
New Students to USD Law at Resident Rate 3					
5					
	Number of Students	Change in Enrollment	Annual Tuition Rate	Program Fee	Gross Revenue
Projected 1L Class (No Proposal Approved)					
Residents	45		\$ 11,620.00	\$ 3,272.00	\$ 670,140.00
Non-Residents	15		\$ 30,966.00	\$ 3,272.00	\$ 513,570.00
	60				\$ 1,183,710.00
Break-Even Enrollment Needs at 60 Class Size					
Residents	50	5	\$ 11,620.00	\$ 3,272.00	\$ 744,600.00
Non-Residents	13	-2	\$ 30,966.00	\$ 3,272.00	\$ 445,094.00
	63	3			\$ 1,189,694.00
				Net Gain/Loss	\$5,984.00
Loss from not hitting Break-Even but Approving Proposal					
Projected 1L Class					
Residents	47	2	\$ 11,620.00	\$ 3,272.00	\$ 699,924.00
Non-Residents	13	-2	\$ 30,966.00	\$ 3,272.00	\$ 445,094.00
	60	0			\$ 1,145,018.00
				Net Gain/Loss	(\$38,692.00)

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 7 – D (1)
DATE: December 9-10, 2020

SUBJECT

BOR Policy 5:4 – Purchasing (First and Final Reading)

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 5:4](#) – Purchasing

BACKGROUND/DISCUSSION

At the June 2020 BAC meeting, a request was made to the Purchasing Module Group to review and update Policy 5:4 as appropriate, with a focus on making changes to bid levels that are consistent with SDCL.

The Purchasing Module Group discussed and recommends several changes. Attached are the suggested changes. The changes reflect state law allowing the purchase of items under \$4,000 via purchase requisition/purchase order, procurement card, and direct pay invoice or employee reimbursement. The policy requires using sound business practices and utilizing state contracts when appropriate. The change also allows campuses to initiate more restrictive guidelines at the campus discretion.

Subsection 7.3 has been added to permit the purchase of fully grant funded assets between \$500,000 and \$1,000,000 with Executive Director approval. There have been a handful of instances where a campus has had to wait a month or more for a Board meeting to approve these kinds of purchases, which typically require significant lead time for orders.

IMPACT AND RECOMMENDATIONS

The policy has been reviewed by the appropriate councils and recommended for approval of the proposed revisions.

ATTACHMENTS

Attachment I – Policy 5:4 Purchasing policy revisions

DRAFT MOTION 20201209_7-D(1):

I move (1) waive the two reading requirement of By-Laws Section 5.5.2, and (2) approve the first and final reading of BOR Policy 5:4 – Purchasing as outlined in Attachment I.

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Purchasing

NUMBER: 5:4

A. PURPOSE

To ensure all South Dakota Codified Laws, South Dakota administrative rules, South Dakota Board of Regents policies and United States government requirements and regulations are adhered to when purchasing equipment, supplies and services for institutions and offices under the control of the South Dakota Board of Regents.

B. DEFINITIONS

1. Capital Assets -- Any moveable equipment with an expected life of one year or more and a single unit purchase cost of \$5,000 or more.
- 1.2 Competitive Bids: A formal process used to solicit competitive pricing from multiple suppliers. Methods include: Invitation for Bid (IFB) and Request for Proposals (RFP).
3. Competitive Quotes: An informal process used to solicit competitive pricing from multiple suppliers.
2. University Procurement Professionals (UPP): Staff members located in any of the BOR Institution's Purchasing Department with the responsibility to procure items.
4. South Dakota Codified Law (SDCL): South Dakota Codified Laws pertaining to the acquisition of equipment, supplies and services including 5-18A, BG & D.
5. SDezBuy: The South Dakota Board of Regents eProcurement System.
- 3.6. Shared Services: Purchasing departments at the SDBOR institutions that have been assigned certain commodities for managing processing on behalf of all SDBOR institutions. A complete list is available in SDezBuy.
- 4.7. Supplies: Any property, including equipment, supplies, materials, and printing.

C. POLICY

SDCL §13-49-15 and §13-49-16 provide the Board with power to purchase equipment, supplies, and services, as long as such purchases are in accordance with SDCL §5-18A, B & D.

The Board has delegated authority to enter into contracts for the purchase of equipment, supplies, and services by the institution except as delineated otherwise in this policy. All purchases shall be made in accordance with the following policy.

Institutions may at their discretion, apply more restrictive procedures than those listed in policy 5:4.

1. State Contracts

The State of South Dakota through the Office of Procurement Management maintains various contracts ~~for supplies and equipment~~. The contracts are bid by the State of South Dakota or are national contracts the state participates in. These contracts must be utilized as the first source unless it is more cost effective to purchase the items from other sources.

2. Shared Services – ~~add content regarding shared services procedures~~ Purchasing Shared Service Centers shall exist to create efficiencies in the purchasing process through Purchasing Specialists. Purchasing Specialists shall manage assigned commodities in an effort to reduce costs and to provide expertise to departments. A complete list of commodity assignments is available from the SDezBuy procurement system

2. ~~Supply Equipment & Supply~~ Purchases under \$4,000

Orders for supplies with a total cost of less than \$4,000 shall be obtained by using sound business practices in the best interest of the institution. The following methods may be used for the acquisition of these items; purchase requisition/purchase order, direct pay invoice, ~~or procurement card payment or employee reimbursement. A written quote shall be obtained from the vendor and attached to the purchase requisition unless the item(s) are purchased from an existing contract.~~

3. ~~Equipment & Supply~~ Purchases between \$4,000 and \$25,000

According to SDCL §5-18A-11, any order with a total cost exceeding \$4,000 and less than \$25,000, requires a minimum of three competitive quotes unless the item(s) ~~is are~~ available from existing contracts; are considered exempt as outlined in SDCL 5:18A-22 and Section 5 below; or are justifiably a sole source. Orders for any non-exempt item(s) must be approved by Office of Procurement Management unless the item(s) is available from a contract recognized by the State of South Dakota. ~~unless they are being purchased from existing contracts.~~ The ~~institution's~~ purchasing department will be responsible for obtaining competitive quotes and approval from the Office of Procurement Management if applicable. Orders in excess of \$4,000 must be submitted on a purchase requisition.

4. ~~Equipment & Supply~~ Purchases exceeding \$25,000

Supplies with a total cost exceeding \$25,000 must be bid by the Office of Procurement Management unless the item(s) ~~is are~~ available from existing contracts; ~~is are~~ considered exempt as outlined in SDCL 5:18A-22 and Section 5 below; or ~~is are~~ justifiably a sole source. All sole source requests must be submitted on the standard sole source request

form and requires approval by the Office of Procurement Management. Bids for non-exempt items must be coordinated with the Office of Procurement Management, through the Institution's Purchasing Department or Shared Services. Orders in excess of \$25,000 must be submitted on a purchase requisition.

5. Exempt Items

SDCL §5-18A-22 provides an exemption from competitive bidding requirements for supplies referenced in this section (see 5.1–5.10 below). Exempt supplies shall be purchased using sound business practices and in the best interest of the institution. A written quote must be obtained from the suggested supplier and attached to the purchase requisition. The Purchasing department UPP Purchasing Specialists shall review exempt orders to determine if and when competitive quotes should be solicited. Any applicable Applicable federal bidding requirements if funded from federal fundsgrants must be adhered to.

Commented [GD1]: Depends on recommendation for shared services?

- 5.1 Any contract for the purchase of supplies from the United States or its agencies or any contract issued by the General Services Administration;
- 5.2. Any purchase of supplies or services, other than professional services, by purchasing agencies from any active contract that has been awarded by any government entity by competitive sealed bids or competitive sealed proposals or from any contract that was competitively solicited and awarded within the previous twelve months;
- 5.3. Any equipment repair contract;
- 5.4. Any procurement of electric power, water, or natural gas; chemical and biological products; laboratory apparatus and appliances; published books, maps, periodicals and technical pamphlets; works of art for museum and public display; medical supplies; communications technologies, computer hardware and software, peripheral equipment, and related connectivity; tableware or perishable foods;
- 5.5. Any supplies, services, and professional services required for externally funded research projects at institutions under the control of the Board of Regents;
- 5.6. Any property or liability insurance or performance bonds, except that the actual procurement of any insurance or performance bonds by any department of the state government, state institution, and state agency shall be made under the supervision of the Bureau of Administration;
- 5.7. Any printing involving student activities conducted by student organizations and paid for out of student fees;
- 5.8. Any purchase of surplus property from another purchasing agency;
- 5.9. Any animals purchased;
- 5.10. Any seeds, fertilizers, herbicides, pesticides, feeds, and supplies used in the operation of farms by institutions under the control of the Board of Regents.

6. Technology Purchases

All orders for technology related items (computer hardware, software and audio visual) must be approved in accordance with the Institution's IT approval processes exceeding \$500 in total cost shall be reviewed by the institution's Information Technology Department.

In addition, technology purchases are subject to the Board of Regents Policy 7:6 – Technology Purchases.

7. Executive Director and Board Approval

7.1. Purchases of capital assets with a per-unit cost between \$250,000 and \$500,000 must be approved by the Executive Director of the Board of Regents prior to a purchase order being issued.

7.2. Purchases of capital assets with a per-unit cost exceeding \$500,000 that are not funded by a grant or donation must be approved by the Board of Regents prior to a purchase order being issued.

7.3. Purchases of capital assets with a per-unit cost between \$500,000 and \$1,000,000 that are fully funded by a grant or donation must be approved by the Executive Director of the Board of Regents prior to a purchase order being issued.

7.4. All capital asset requests must be submitted to the Board of Regents for approval on the standard Capital Asset Request form_-

<https://www.sdbor.edu/portal/forms/CapAssetPurchase-2010.pdf>.

Refer to the BOR meeting calendar at <https://www.sdbor.edu/the-board/schedule/Pages/default.aspx> for meeting schedules. Questions should be referred to the campus Purchasing Department.

8. Printing Projects

8.1. Per Bureau of Administration Administrative Rule 10:02:03:01 any publication, pamphlet, flyer, or brochure with a total cost exceeding \$100 and for distribution to the public at large, must bear an inscription indicating the number of copies made, the approximate cost per copy, and the name of the printer. Refer to the following link for more detail: <http://legis.state.sd.us/rules/index.aspx>.

8.2. An exemption to this requirement has been granted to all Board of Regents institutions for the following items:

- Materials used for the recruitment of students
- Materials used for recognition of students and employees including graduation programs, diplomas and certificates of recognition
- Programs for athletic events that are sold to the general public.

9. Environmentally Preferred Products

Bureau of Administration Administrative Rules 10:02:05:01 through 10:02:05:15 pertain to the use of environmentally preferred products when purchasing printing projects, paper stock, and cleaning and maintenance equipment and supplies. Refer to these rules when

purchasing these items. If the total cost of recycled paper exceeds the cost of virgin stock by 5% or more, virgin stock may be used.

10. Non-Professional Services

Any contract for non-professional services in excess of \$25,000 must be awarded through a competitive bid process, unless the service is considered a sole source. This process may include a ~~IFB sealed bid process~~ or ~~RFP Request for Proposal (RFP)~~. Non-professional services include services which are typically physical or manual in nature, examples include: bussing contracts, snow removal, garbage contracts, etc.

Any contract in excess of \$250,000 requires approval from the SDBOR Executive Director.

~~11. Construction and public improvement projects are not considered services and are governed by Board of Regents Policy 6.4 and 6.6 as well as SDCL 5-18-B.~~

11. Professional Services

11.1. Any contract for professional services in excess of \$50,000 must be awarded through a Request for Proposal process unless such services are considered exempt. The requirements listed in SDCL §5-18D-17 through §5-18D-22 shall be followed.

11.2. Professional services are classified as: ~~services arising out of a vocation, calling, occupation, or employment involving specialized knowledge, labor, or skill, and the labor or skill involved is predominantly mental or intellectual, rather than physical or manual.~~

11.3 Any contract in excess of \$250,000 requires approval from the SDBOR Executive Director.

~~12. Construction and public improvement projects are not considered services and are governed by Board of Regents Policy 6.4 and 6.6 as well as SDCL 5:18-B.~~

13. Debarred and/or Suspended Vendors

Per federal law, any purchase made from federal funds exceeding \$25,000 may not be made from a vendor that has been debarred or suspended from doing business with the federal government. Any purchase order meeting this requirement shall be certified by checking the following website: www.sam.gov ~~https://www.sam.gov/portal/SAM/###11~~ and a copy of the results attached to the purchase order.

FORMS / APPENDICES:

[Capital Asset Request Form](#)

SOURCE:

BOR October 1991; BOR October 1992; BOR March 1995; BOR January 1999; BOR March 2003; BOR March 2005; BOR October 2007; BOR December 2009; BOR April 2010; BOR June 2010; BOR June 2011; BOR October 2017; [BOR December 2020](#).

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 7 – D (2)

DATE: December 9-10, 2020

SUBJECT

BOR Policy 4:16 – Military Service and Veterans Rights Revisions (First Reading)

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL Chapter 3-6C](#)

[ARSD Chapter 55:09:04](#)

BACKGROUND / DISCUSSION

BOR Policy 4:16 is being revised to address recent SD Administrative Rules (ARSD) changes related to military training leave, and the elimination of personal leave. ARSD 55:09:04:08 has historically limited the use of 40 hours of sick or personal leave annually for employees called to active duty, the revised changes will allow the use of that leave for any military-related service as a member of the military reserve or National Guard.

The substantive changes to BOR Policy 4:16 are outlined below:

1. Replaced “personal leave” with “sick leave” to align with administrative rules changes;
2. Updated references to current administrative rules sections;
3. Clarified language to align with terminology in other leave policies;
4. Removed procedural language to make the policy more concise and clear;
5. Removed the section of the policy related to the Family and Medical Leave Act (FMLA), this is duplicative as [BOR Policy 4:15 – Medical Leave and Leaves of Absence](#) addresses FMLA for military service.

The Board office is also working with the campuses to establish a document that outlines the procedure for the various leave options for those on military related leave to assist with implementation of the policy and administrative rules. The guidance will outline how the campuses should work with the state employee health plan and the South Dakota Retirement system on coordination of pay and benefits during these types of leaves of absence.

(Continued)

DRAFT MOTION 20201209_6-C:

I move to approve the first reading of the proposed revisions to BOR Policy 4:16 – Military Service and Veterans Rights.

IMPACT AND RECOMMENDATION:

The policy revisions have been reviewed and supported by the campus human resources leadership and align with new administrative rules. The Board staff recommendation is that the Board approve the first reading of the proposed revisions to BOR Policy 4:16.

ATTACHMENTS

Attachment I – Proposed revisions to BOR Policy 4:16.

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Military Service and Veterans Rights

NUMBER: 4:16

A. PURPOSE

To provide guidance on leave and benefits available to Any eligible employees of South Dakota's Unified System of Higher Education who ~~are~~is called for training or active duty in the uniformed services of the United States ~~is eligible for military leave, provided the employee gives notice of his or her military obligations.~~ In carrying out the terms of this policy and in all its dealings with employees regarding military leave issues, ~~System~~the Board complies fully with all federal and state laws granting leave and employment rights to employees serving in any branch of the military or other uniformed services of the United States.

~~Human Resource Directors from the Universities must submit the employee's name and activation date to the Director of Human Resources.~~

B. DEFINITIONS

1. Institution: Black Hills State University, Dakota State University, Northern State University, South Dakota School of Mines & Technology, South Dakota State University, South Dakota School for the Blind and the Visually Impaired, State School for the Deaf, University of South Dakota, and the Office of the Executive Director.

C. POLICY

1. Compensation Procedures

1.1. ~~Activated e~~Employees may choose from the following five options, or can select a combination of these options:

1. Up to 15 days of unused military training leave.
2. Up to 40 hours of ~~unused personal leave~~accrued sick leave.
3. Accrued vacation leave.
4. Active military duty status without pay.
5. Separation.

~~1.2. In the case of military training leave or personal leave, the employee must not have already exhausted his or her annual allotment. All restrictions regarding these types of leave still apply.~~

- ~~1.3.1.2.~~ **15 Days of Unused Military Training Leave** - An employee may use up to 15 calendar days of military training leave per calendar year as prescribed by ARSD ~~55:01:22:04~~55:09:04:08. ~~unless the employee has previously used the calendar year allotment.~~
- ~~1.4.1.3.~~ **40 Hours of Unused Personal Leave Accrued Sick Leave** - An employee may use up to 40 hours of ~~personal emergency leave~~accrued sick leave per calendar year as prescribed by ARSD ~~55:01:22:02.04~~55:09:04:05. ~~unless the employee has previously used the calendar year allotment.~~
- 1.4. Vacation Leave** - An employee may use accrued vacation leave to continue their monthly paychecks ~~until the leave is exhausted.~~
- ~~1.5.1.4.1.~~ Vacation leave may be used ~~either in small amounts~~intermittently to generate a partial paycheck that covers employee-paid deductions, ~~or to make up the entire monthly check.~~
- 1.5. Active Military Duty Status without Pay** - An employee may choose to remain on the ~~institution's~~ payroll system ~~and not be paid on a leave without pay status.~~
- ~~1.6.1.5.1.~~ ~~This will also be the default option if~~If the employee does not choose a form of leave, or if the chosen leave expires, they will be placed on a leave without pay status.
- ~~1.7.1.6.~~ **Separation** - ~~While most employees will elect to remain a state employee and use either paid leave or go on active military duty status without pay, an employee~~Employees may separate employment with the state. If the employee separates, the employee will be paid for any accrued annual and sick leave balance in accordance with the applicable laws and rules.

2. Benefits Procedures

- 2.1.1. Federal Active Duty** —~~For employees-~~ Employees who are called to federal active duty and dependents who are called to federal active duty, health, life insurance and flexible benefits are suspended because the federal government ~~covers them.~~provides the benefits.
- 2.1.1.1.** ~~However, employees-~~ Employees can purchase up to 18 months of continued health coverage if they opt to pay the full premium and administrative fee for the coverage. ~~For more information on health care continuation rights, contact the Human Resource Department. Employees and dependents returning from active duty will not be required to complete the pre-existing condition waiting period.~~
- 2.1.1.2.** ~~If an employee's dependent is called to federal active duty, the employee should notify the institution's Human Resource Office so that the appropriate adjustments can be made to the employee's benefit elections and premium payments.~~
- ~~2.1.1.2.1.1.3.~~ **2.1.1.3.** ~~If an employee is called to federal active duty, the federal government provides dependent medical insurance. However, the~~The employee may elect to continue group health, life insurance and/or flexible benefits for dependents through the state. ~~If the employee wants dependent benefits to continue while on active duty, the employee must notify the institution's Human Resource Office and make arrangements~~

~~for premium payments (including how to bill for dependent coverage if the employee is on active military duty status without pay).~~

- 2.1.2. **State Active Duty** — ~~For employees called to state active duty, State health, life insurance, and flexible benefits (including benefits for the employee and dependents,) will continue as normal since because the employee will receive a state active duty payment through the South Dakota National Guard. For dependents called to state active duty, state benefits will continue as normal and be paid by the employee. If an employee wants to change benefit elections while the employee or a dependent is on state active duty, the employee should contact the institution's Human Resource Office to see if the proposed change(s) can be made.~~

- 2.1.3. ~~Employee Entitlement to Servicemember FMLA Leave Entitlement—~~
~~Servicemember~~Service member FMLA rights are outlined in BOR Policy 4:15 – Medical Leaves and Leaves of Absence. ~~provides eligible employees unpaid leave for any one, or for a combination, of the following reasons:~~

- 2.1.3.1. ~~A “qualifying exigency” arising out of a covered family member’s active duty or call to active duty in the Armed Forces in support of a contingency plan; and/or~~

- 2.1.3.2. ~~To care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of the member’s office, grade, rank or rating.~~

- 2.1.3.3. **Duration of Servicemember FMLA**

- 2.1.3.3.1. ~~When Leave Is Due To A “Qualifying Exigency”: An eligible employee may take up to 12 workweeks of leave during any 12-month period.~~

- 2.1.3.3.2. ~~When Leave Is to Care for an Injured or Ill Service Member. An eligible employee may take up to 26 workweeks of leave during a single 12-month period to care for the servicemember. Leave to care for an injured or ill servicemember, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period.~~

- 2.1.3.3.3. ~~Servicemember FMLA runs concurrent with other leave entitlements provided under federal, state and local law.~~

- 2.1.3.3.4. ~~Leave under State Military Leave Laws~~

- 2.1.3.3.5. ~~A growing number of states provide leave for family members of servicemembers. The entitlements for such leave differ from state to state. Our policy is to comply with such laws in any circumstances where they apply to employees of the State of South Dakota and the Board of Regents.~~

- 2.1.3.4. ~~If you have any questions regarding servicemember FMLA leave, please contact your local human resources office.~~

3. Reemployment Rights

- 3.1. Federal and state law requires that an employee returning after active duty be offered a job with the same pay, rank, and seniority the employee would have expected if

work had not been interrupted by military duty. ~~The actual position may or may not be the same, depending upon agency needs at the time.~~

3.2. An employee who returns to duty within 90 days of discharge, or within 90 days after a hospitalization continuing after such release for a period of not more than one year, will retain their ~~his~~ most recent hire date and not serve another probationary period.

~~3.2.3.3.~~ 3.2.3.3. –Military service will be considered credited service for the employee, provided the employee returns and continues to participate in the state retirement plan for one year after their return.

FORMS / APPENDICES:

None.

SOURCE:

SOURCE: BOR, August, 1974; BOR, October, 1993, ARSD August 1993; March 2003~~;~~ BOR, May 2008, BOR, April 2021.

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 7 – E
DATE: December 9-10, 2020

SUBJECT:

SDSU Berg Agricultural Hall - Facility Design Plan

CONTROLLING STATUTE, RULE, OR POLICY

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

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

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

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

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

BACKGROUND/DISCUSSION

South Dakota State University requests approval of the Facility Design Plan to renovate the first and second floors of Berg Agricultural Hall, the second phase of the Precision Agriculture Center, and provide renovated research laboratories, laboratory support space, two classroom laboratories, and office space.

A Revised Preliminary Facility Statement for the Precision Agriculture Center was approved by the Board of Regents in December 2016. The Facility Program Plan was approved by the Board of Regents in October 2017. The scope of the project included construction of a new building and renovation of the first and second floors of Berg Agricultural Hall.

The project was submitted to the 2018 legislative session and approved (HB 1264). The legislation authorized the entire project scope. Spending authority of \$55,000,000 was approved. The funding appropriated for the project was \$46,100,000 which allowed for construction of the new building, the Raven Precision Agriculture Center. The remaining funding authority modified per allowances in HB1264 is \$11,125,000 and provides authority to renovate the 1st and 2nd floors of Berg Agricultural Hall.

(Continued)

DRAFT MOTION 20201209_7-E:

I move to approve SDSU's Facility Design Plan for renovation of the 1st and 2nd floors of Berg Agricultural Hall at a cost not to exceed \$10,294,384.

The Berg Agricultural Hall phase of the Raven Precision Agriculture Center will provide specialized research laboratories (e.g. plant pathology, plant disease research, and crop pest management) to support cross disciplinary collaborative research in crop production and pest management. Space will be provided for scientists, faculty, extension specialists, students, and administrative personnel. The project will also accomplish backlogged maintenance and repairs desired in the facility.

IMPACT AND RECOMMENDATIONS

Precision agriculture is the suite of expert technologies, methods and applications that is being employed globally to help produce more food with less water, fertilizer, and treatments. Responding to this global trend is part of SDSU's land-grant university mission. Modern and sufficient classroom, laboratory and engineering space will provide the specialized experiential learning and research environment that is needed for university faculty to lead research and development of a workforce of agronomists and engineers who can apply the complex data analytics that are central to precision agriculture. Updated laboratory, class lab, and classroom space is needed.

The Precision Agriculture Center was planned as construction of a new facility, the Raven Precision Agriculture Building and renovation of the 1st and 2nd floors of Berg Agricultural Hall. The Raven Precision Agriculture Building is under construction and will be completed by July of 2021. Approval of this Facility Design Plan will allow SDSU to complete the second part of this project.

Meeting the growing demand for a highly skilled workforce in precision technology development and use in South Dakota will require the convergence of teaching, research and outreach efforts of plant, soil and agronomic scientists, agriculture engineers, statisticians and data scientists, economists and climatologists into a more collaborative environment. Specialized laboratories to support cross disciplinary collaborative research in soil chemistry, soil physics, and crop production will be provided with the renovations of Berg Agriculture Hall.

The renovations will also provide necessary modernization of the building and complete necessary backlogged maintenance and repairs. These include heating system replacement, asbestos containing materials abatement, central system air conditioning, fire sprinklers, new ceilings and upgraded lighting systems, enlarged doorways as needed to provide ADA access, and renewed finishes. Selected areas of the first and second floor, particularly the research and teaching laboratories will be fully renovated with new laboratory casework and equipment. Classroom laboratories and research laboratories plus their support spaces are the areas to receive this extensive work.

PROJECT FUNDING SOURCES:

Donations	\$ 1,000,000
HEFF (FY2018, 2019, 2021)	\$ 4,856,141
HEFF General (FY2020 & FY2021)	\$ 2,234,243
HEFF Fee (FY2021)	\$ 104,000
State General Funds (FY22 one time allocation)	\$ 2,000,000
Estimated funds from Raven Precision Ag Center	<u>\$ 100,000</u>
Total	\$10,294,384

PROJECT ESTIMATE:

Construction Costs	\$ 7,081,893
Construction contingency (~5%)	\$ 354,095
Asbestos Abatement	\$ 165,175
Design/Professional Services/LEED Services	\$ 679,870
Construction Testing/Commissioning	\$ 49,491
Project Administration	\$ 424,683
Project Relocation Costs	\$ 150,000
Furnishings/Network/Technology/Signage/Equipment	\$ 558,000
Signage/Window Coverings/Custodial/equipment	\$ 50,000
Owner Contingency (~5%)	<u>\$ 362,353</u>
Estimated Project Cost	\$ 9,875,560

ATTACHMENTS

- Attachment I – SDSU FDP Berg Ag Hall Renovations
- Attachment II – SDSU FDP Berg Ag Hall Schematic Floor Plans
- Attachment III – SDSU FDP Berg Ag Hall Program Room List
- Attachment IV – SDSU FDP Berg Ag Hall Lab Drawings

**FACILITY DESIGN PLAN
FOR
RENOVATION OF THE 1ST & 2ND FLOORS OF
BERG AGRICULTURAL HALL
RAVEN PRECISION AGRICULTURE CENTER (PHASE 2)
SOUTH DAKOTA STATE UNIVERSITY
November 2, 2020**

SDSU seeks approval of this Facility Design Plan to construct the last phase of the Raven Precision Agriculture Center. The project is renovation of the 1st and 2nd floors of Berg Agricultural Hall.

SDSU requests that this Facility Design Plan be approved which will allow the second phase of the project to proceed to design development, construction drawings, bidding, and construction.

Project summary:

The Precision Agriculture Center Preliminary Facility Statement was approved by the Board of Regents in August 2015. A building committee was appointed and the design team of EAPC Architects, with the Clark Enersen Partners as laboratory design consultants, were selected to design the project. A Revised Preliminary Facility Statement was approved by the Board of Regents in December 2016. The Facility Program Plan was approved by the Board of Regents in October 2017. The scope of the project included construction of a new building and renovation of Berg Agricultural Hall.

The project was submitted to the 2018 legislative session and approved (HB 1264). The legislation authorized the entire project scope. Spending authority of \$55,000,000 was approved. The funding appropriated for the project was \$46,100,000 which allowed for construction of the new building, the Raven Precision Agriculture Center.

The Raven Precision Agriculture Center has proceeded through design and bidding and is currently under construction. It is scheduled for completion in July 2021. The project delivery method utilized for the project is Construction Manager at Risk.

SDSU seeks to utilize the authority granted by HB 1264 to complete the remainder of the project, the renovation of the first and second floors of Berg Agricultural Hall. We are utilizing EAPC, the design team selected by the building committee, to update the scope of the renovations and they will continue as the designers of this project.

SDSU intends to proceed in the following manner. The design team will remain the same, with one exception. The mechanical/electrical engineering subconsultant has been changed from Farris Engineering to EAPC. Clark Enersen Partners will remain as laboratory design consultants. The second phase of the project will proceed using a project delivery method more suitable to the size and scope of the remaining work. We will utilize the Design-Bid-Build method. The cost of the project is more suited to this delivery method and we believe there will be good competition among general contractors for this project. We believe the additional costs that would be accrued by retaining the construction manager at risk are not justified nor would they be offset by utilizing this project delivery method. The project will be competitively bid and constructed by the general contractor submitting the lowest responsible bid.

a. Architectural, Mechanical, and Electrical Schematic Designs

The program space requirements and scope of the project were developed in 2017. The renovated space in Berg Ag Hall will include research laboratories, laboratory support space, two classroom laboratories, and office space. The plans were modified to minimize the amount of space to receive major renovations and maximize space to receive minor renovations. No laboratories or classroom spaces have been reduced significantly, and office space needs have been modified to suit the laboratories and retain the AES/Extension offices within the building.

The basement and third floor were renovated in 2009-2010 with the 2007 BOR Critical M&R Bond Issue. That project provided the infrastructure (sprinkler system, electrical transformer upgrade, electrical switchgear upgrade, mechanical space, and elevator) that will support the necessary renovations to the remainder of the building. This second phase will complete renovations to this building.

The space needs remain consistent with the programmatic needs described in the Precision Ag Project Facility Program Plan from 2017. The spaces to be included in the renovations are included in an attachment to this Facility Design Plan. A goal for development of precision agriculture is to provide modern classroom and laboratory space and assist in developing a workforce of agronomists and engineers.

The Berg Agricultural Hall phase of the Raven Precision Agriculture Center includes:

- Specialized laboratories (e.g. plant pathology, plant disease research, and crop pest management) to support cross disciplinary collaborative research in crop production and pest management.
- Space for scientists, faculty, extension specialists, students, and administrative personnel.

Architectural

The first and second floors of Berg Agricultural Hall will be renovated under the scope of the project to provide updated teaching and research laboratories as well as office space. This work will include new layouts and modernization of large portions of the first and second floors as well as complete mechanical, fire protection and electrical upgrades in all affected areas. The mechanical shell spaces built as part of the 2010 renovations and located at each floor will be used to accommodate this new equipment and infrastructure. Specific benefits to the Plant Science portion of the Precision Ag curriculum will include:

- Seven new research laboratories and their associated support spaces focusing on Plant Pathology, Plant Virology, Arboriculture, Entomology, Weeds/Crop Extension, and Food Science.
- An upgraded Plant Pathology Diagnostic Service Laboratory suite
- Renovated teaching laboratories for Biology & Microbiology and Plant Pathology & Entomology and the associated preparation space.
- Upgraded Plant Science Faculty and Technician Offices
- New Plant Science Graduate Student Work areas to accommodate up to 36 students.

Attached are schematic floor plans of the project. These floor plans are color coded to show the areas of the building that will receive minor level, median level, and substantial renovations. Areas that will receive minor renovations will receive the following modifications:

- Heating system replacement
- Asbestos containing materials abatement
- Central system air conditioning
- Fire sprinklers
- New ceilings and upgraded lighting systems
- Enlarged doorways as needed to provide ADA access
- New vinyl composition tile floor
- Painting will be limited to new walls and patching

This project will also include moderate renovations to non-research/teaching areas of the first and second floor as needed to accommodate the new lab configurations and provide other necessary spaces for the

building including: a mother's room, custodial space, student collaboration space, conference room and other support rooms. Areas that receive median level renovations will receive all the previously noted modifications, but will also include:

- Additional electrical modifications
- Refinishing all walls
- Relocation of one or more walls

Areas that receive substantial work, will be gutted and completely renovated. Classroom laboratories and research laboratories plus their support spaces are the areas to receive this extensive work. The labs will include all new finishes along with wood laboratory casework, epoxy resin or phenolic countertops, stainless steel fixtures, built-in equipment, and other finishes appropriate to each lab space.

In addition, all of the existing non-compliant doors will be replaced with 3'-0" or 3'-6" doors to meeting ADA requirements. The existing corridor walls are a dated glazed green block and the current plan is for these to remain, but covered with gypsum board and painted to match the aesthetics of the 2010 renovations.

Mechanical

The 2010 project constructed the space that will be utilized as mechanical rooms for the building. The first and second floors each have a mechanical room that will contain the air-handling units, laboratory exhaust systems, circulation pumps, and controls to serve the climate control needs of each floor. The mechanical systems throughout the first and second floors of the building will be upgraded for better occupant comfort, health, & safety. The existing through the wall air conditioners and multi split VRV systems serving many of the internal spaces will be removed, along with the old air handler providing ventilation. This equipment will be replaced with new air handling units to provide a central variable air volume system for each floor. Standalone humidification devices will be integrated with the air handlers to control humidity in the building. The heating, ventilating, and air conditioning systems will be installed to serve the entire floor, regardless of the extent of architectural remodeling.

New laboratory exhaust fans will be installed on the roof and ducted from existing and new mechanical chases to the areas they serve. Where laboratory areas may contain harmful chemical vapors, particulate, & biological aerosols, exhaust fans will discharge these harmful chemicals at least 10 feet above the roof of the building. Redundant exhaust fans will be provided for the exhaust system. For laboratories, air handling units will provide once through air flow utilizing 100% outside air for laboratory ventilation.

Plumbing system utilities upgrades will include domestic & reverse osmosis water, compressed air, vacuum, and sanitary and chemical waste piping to serve the lab and research spaces. Areas within each laboratory will be provided for containerized laboratory gases (e.g. carbon dioxide, nitrogen) and piping from the tanks to benchtops or fume hoods. The existing fire suppression system will be expanded to serve the first and second floors.

Electrical

The electrical infrastructure of the existing building (120/208V 3 phase, 3,000 ampere service will be expanded to serve the renovated laboratories and offices. LED lighting systems and lighting controls will be used throughout the facility. Fixtures that require emergency egress shall be provided integrated battery packs in similar design to existing remodeled spaces. Receptacle layouts will support lab equipment and general-purpose needs. Raceways will be provided for all computer and telecommunications needs. Key card access security system will be provided at all necessary laboratories for secure controlled access. Addressable fire alarms will be utilized where detection is required to supplement the fire suppression needs.

b. Changes from the Facility Program Plan

Much of the project scope remains unchanged from that described in 2017. The laboratories, classrooms, and much of the laboratory support space remain the same. Faculty and research office space will be reduced slightly to retain the agriculture extension and 4-H offices within the building. The building will continue to retain the administrative offices for the College of Agriculture and Food Sciences, as well as offices for the SDSU Agricultural Experiment Station.

The project authorized by the Board of Regents and subsequently, by the 2018 South Dakota Legislature included the new Precision Agriculture Center and renovation of the first and second floors of Berg Agricultural Hall. The budget of the project and approved spending authority is \$55,000,000.

In 2018, the funding appropriated for the project totaled \$46,100,000. The difference between the spending authority and the appropriated funding is the value of the Berg Agricultural Hall renovations. By statute, this value of \$8,900,000 can be adjusted for inflation and supplemented with other funding, but should not exceed a value 25% higher than authorized. Using this measure, the allowable change in value would be a maximum of \$2,225,000, making the maximum spending authority of the Berg Agricultural Hall Renovations project \$11,125,000.

c. Impact to Existing Building or Campus-Wide Heating/Cooling/Electrical Systems

The renovations will have no effect on campus heating, cooling, or electrical utility systems. The building infrastructure (steam, chilled water, water service, fire sprinkler, sanitary sewer, and electrical services) were upgraded by the renovation project completed in 2008-2010. No further upgrades are anticipated.

d. Total Construction Cost Estimates

The estimated project spending authority is \$11,125,000. The available project funding is shown below and is less than the inflated spending authority. The project costs are estimated to be less than the spending authority and the available funding. The project will be designed to the funding that can be provided to the project.

The project funding sources are summarized as follows:

Donations	\$ 1,000,000
HEFF (FY2018, 2019, 2021)	\$ 4,856,141
HEFF General (FY2020 & FY2021)	\$ 2,234,243
HEFF Fee (FY2021)	\$ 104,000
State General Funds (FY22 one time allocation)	\$ 2,000,000
Estimated funds from Raven Precision Ag Center	<u>\$ 100,000</u>
Total	\$10,294,384

Project Estimate Summary

Construction Costs	\$ 7,081,893
Construction contingency (~5%)	\$ 354,095
Asbestos Abatement	<u>\$ 165,175</u>
Construction Costs Subtotal	\$ 7,601,163

Design/Professional Services/LEED Services	\$ 679,870
Construction Testing/Commissioning	\$ 49,491
Project Administration	\$ 424,683
Project Relocation Costs	\$ 150,000
Furnishings/Network/Technology/Signage/Equipment	\$ 558,000
Signage/Window Coverings/Custodial/equipment	\$ 50,000
Owner Contingency (~5%)	<u>\$ 362,353</u>
Non-Construction Costs Subtotal	\$ 2,274,397
 Estimated Project Cost	 \$ 9,875,560

e. Changes from Cost Estimates for Operational or M&R Expenses

Impact to M&R: The project is for building renovations to an existing building. We do not anticipate any changes to maintenance and repair needs.

Budget for ongoing operations: Berg Ag Hall is not fully air conditioned on the first and second floors. The existing laboratories are not ventilated to the same standards as modern facilities. We anticipate the fully renovated laboratory space will use more electrical energy, as the density of power outlets will be greater. Some of the additional utility costs will be offset by the energy efficiency of a modern HVAC system. We estimate the additional electrical utility costs to be \$12,000.

There will be costs for purchasing custodial equipment and stocking the building with maintenance supplies that will serve the renovated space. This equipment will replace outdated existing equipment. The cost of this equipment is included in the budget of the project. We do not anticipate any additional costs for routine maintenance expenses. The floor areas and uses of the building to be served by custodial services and routine minor maintenance will be unchanged.

Annual M&R impact - none

Utility Costs - \$12,000/year estimated

One-time maintenance equipment costs - \$30,000

Custodial and simple maintenance costs - unchanged

Attachments: Architectural Floor Plans & Tabulation of Space Needs

End of report 11/2/2020

PRECISION AGRICULTURE BERG AG HALL RENOVATION

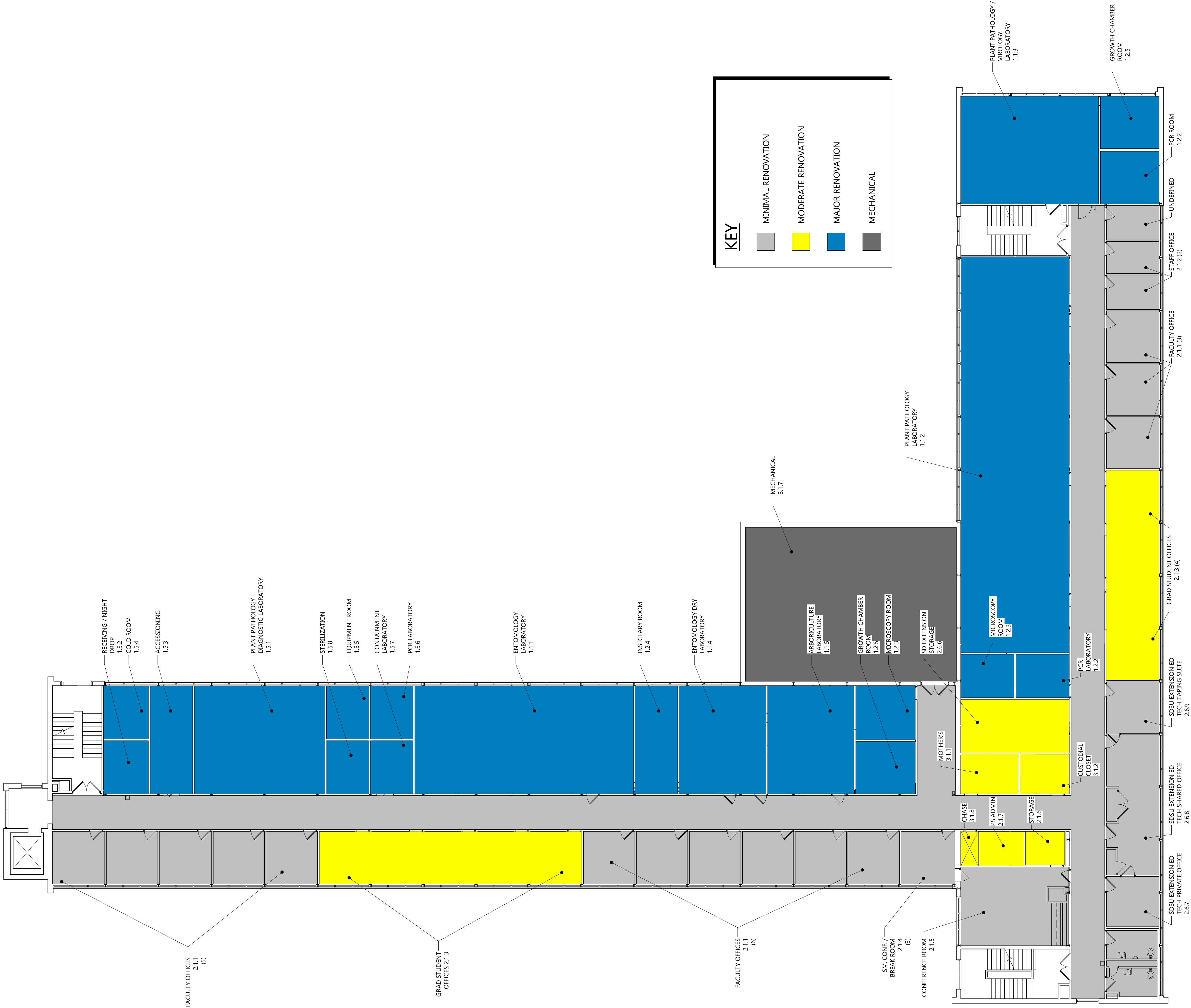
10/29/2020

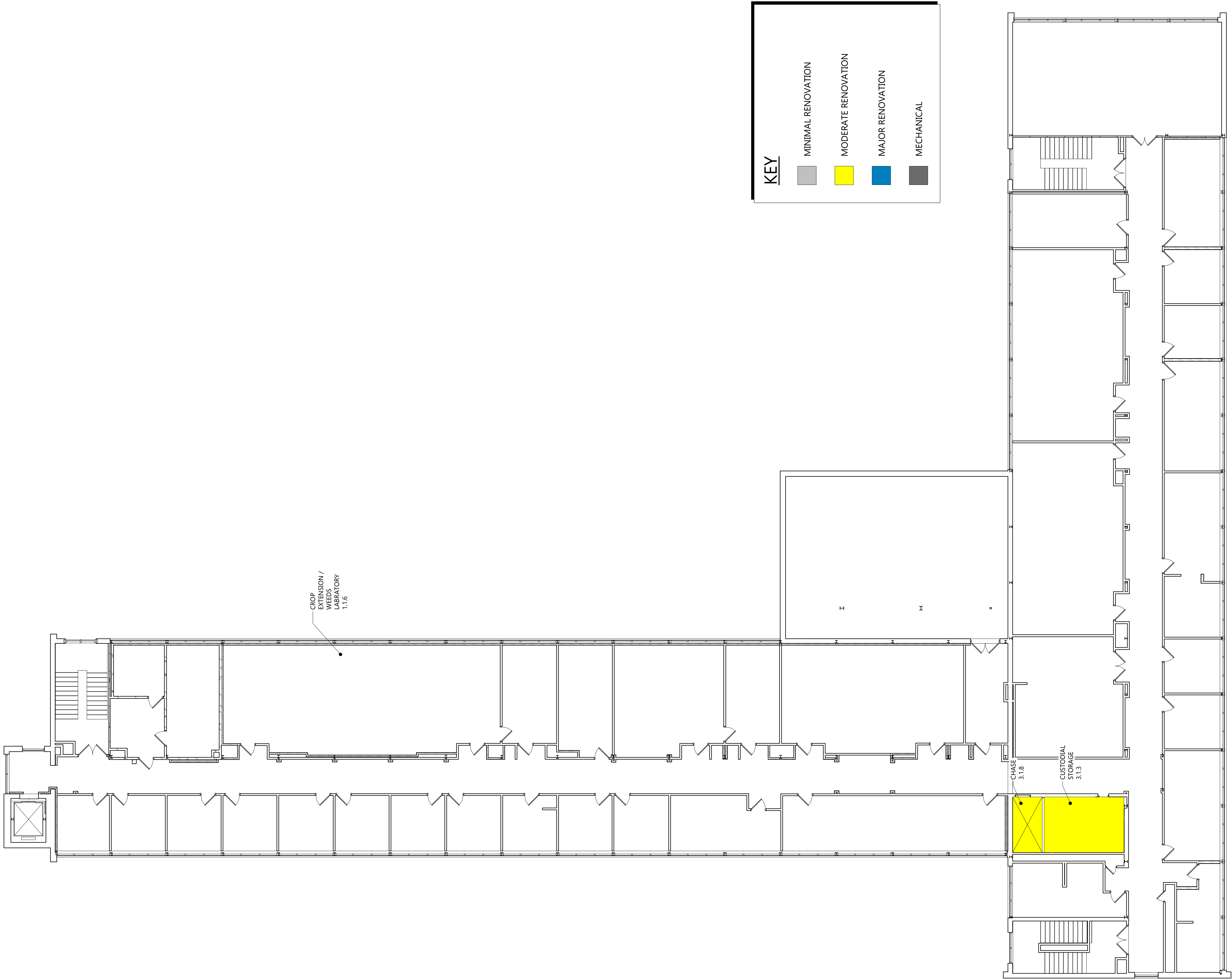


PRECISION AGRICULTURE BERG AG HALL RENOVATION

10/29/2020

EXISTING SECOND FLOOR PLAN





THIRD FLOOR PLAN - OVERALL

PRECISION AGRICULTURE BERG AG HALL RENOVATION

10/29/2020

SDSU Precision Agriculture - Proposed Room List - Berg Hall Renovation - 10/08/2020
1.0 Laboratories and Laboratory Support
1.1 Research Laboratories

1.1.1	Entomology Laboratory	1	1,173	1,173
1.1.2	Plant Pathology Laboratory	1	2,176	2,176
1.1.3	Plant Pathology / Virology Laboratory	1	767	767
1.1.4	Entomology Dry Laboratory	1	446	446
1.1.5	Arboriculture Laboratory	1	458	458
1.1.6	Weeds / Crops Extension Laboratory	2	728	1,456
1.1.7	Food Science Laboratory	3	456	1,368
Subtotal – Research Laboratories				7,844

1.2 Research Laboratory Support

1.2.1	Equipment Room	0	132	0
1.2.2	PCR Room	2	132	264
1.2.3	Microscopy Room	2	140	280
1.2.4	Insectary Room	1	204	204
1.2.5	Growth Chamber Room	2	150	300
Subtotal – Research Laboratory Support				1,048

1.3 Teaching Laboratories

1.3.1	Plant Pathology & Entomology Teaching Laboratory	1	1216	1216
1.3.2	Biology Teaching Laboratory	1	966	966
Subtotal - Teaching Laboratories				2,182

1.4 Teaching Laboratory Support

1.4.1	Plant Pathology Teaching Support	1	247	247
Subtotal - Teaching Laboratory Support				247

1.5 Service Laboratories and Support

1.5.1	Plant Pathology Diagnostic Laboratory (Open)	1	700	700
1.5.2	Receiving / Night Drop	1	120	120
1.5.3	Accessioning	1	232	232
1.5.4	Cold Room	1	120	120
1.5.5	Equipment Room	1	114	114
1.5.6	PCR Laboratory	1	114	114
1.5.7	Containment Laboratory	1	114	114
1.5.8	Sterilization	1	114	114
Subtotal – Service Laboratories and Support				1,628

2.0	Office and Administration			
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2.1 Plant Science Offices				
2.1.1	Plant Science Faculty Offices	14	138	1,932
2.1.2	Plant Science Technicians	2	90	180
2.1.3	Plant Science Graduate Students	36	35	1,260
2.1.4	Sm. Conference/Break Rm.	1	150	150
2.1.5	Conference Room	1	400	400
2.1.6	Storage	1	68	68
2.1.7	Admin (Mail/Copier)	1	90	90
Subtotal – Plant Science Offices				4,080

2.2 College of Ag / Bio Science Offices				
2.2.1	Deans Office	1	280	280
2.2.2	Deans Admin	1	140	140
2.2.3	Deans Reception	1	175	175
2.2.4	Staff Office	2	138	276
2.2.5	Conference Room	1	700	700
2.2.6	Break Room	1	356	356
2.2.7	Storage	1	450	450
2.2.8	Student Lounge	1	245	245
2.2.9	Experiment Station Offices	3	175	525
2.2.10	Mail Room	1	80	80
Subtotal – College of Ag / Bio Science Offices				3,227

2.3 Food Science Offices				
2.3.1	Food Science Offices	3	132	396
2.3.2	Food Science Graduate Students	1	380	380
Subtotal – Food Science Offices				776

2.4 Ombudsman Office				
2.4.1	Ombudsman Office	1	90	90
Subtotal – Natural Resource Management Offices				90

2.5	Not Used			
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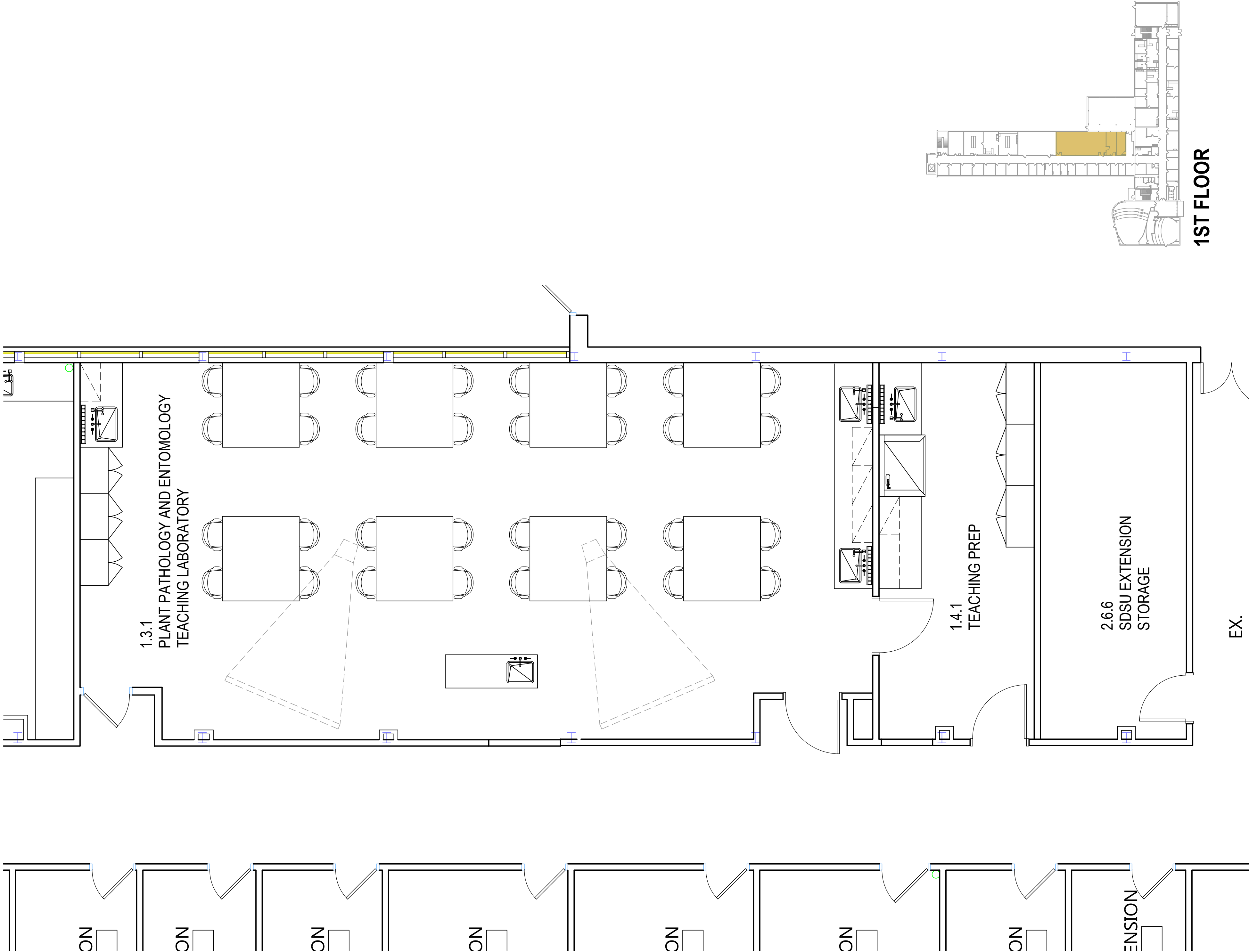
2.6 SDSU Extension Offices and Support				
2.6.1	SDSU Ext/ SD 4H Student Office/Workroom	1	463	463
2.6.2	SDSU Ext/ SD 4H Private Office	7	90	630
2.6.3	SDSU Extension Program Director Office	3	132	396
2.6.4	SDSU Extension Admin Suite	1	395	395
2.6.5	SDSU Extension Office / Computer Work Area	1	230	230
2.6.6	SDSU Extension Storage	1	290	290
2.6.7	SDSU Extension Ed Tech Private Office	1	132	132
2.6.8	SDSU Extension Ed Tech Shared Office	1	380	380
2.6.9	SDSU Extension Ed Tech Taping Suite	1	132	132
2.6.10	SDSU Extension Communications Office	2	132	264
Subtotal – SDSU Extension Offices and Support				3,312

2.7 Finance and Academic Programs Offices				
2.7.1	Finance Admin Suite	1	554	554
2.7.2	Academic Programs Suite	1	776	776
2.7.3	Finance Offices	3	125	375
Subtotal – Finance and Academic Programs Offices				1,705

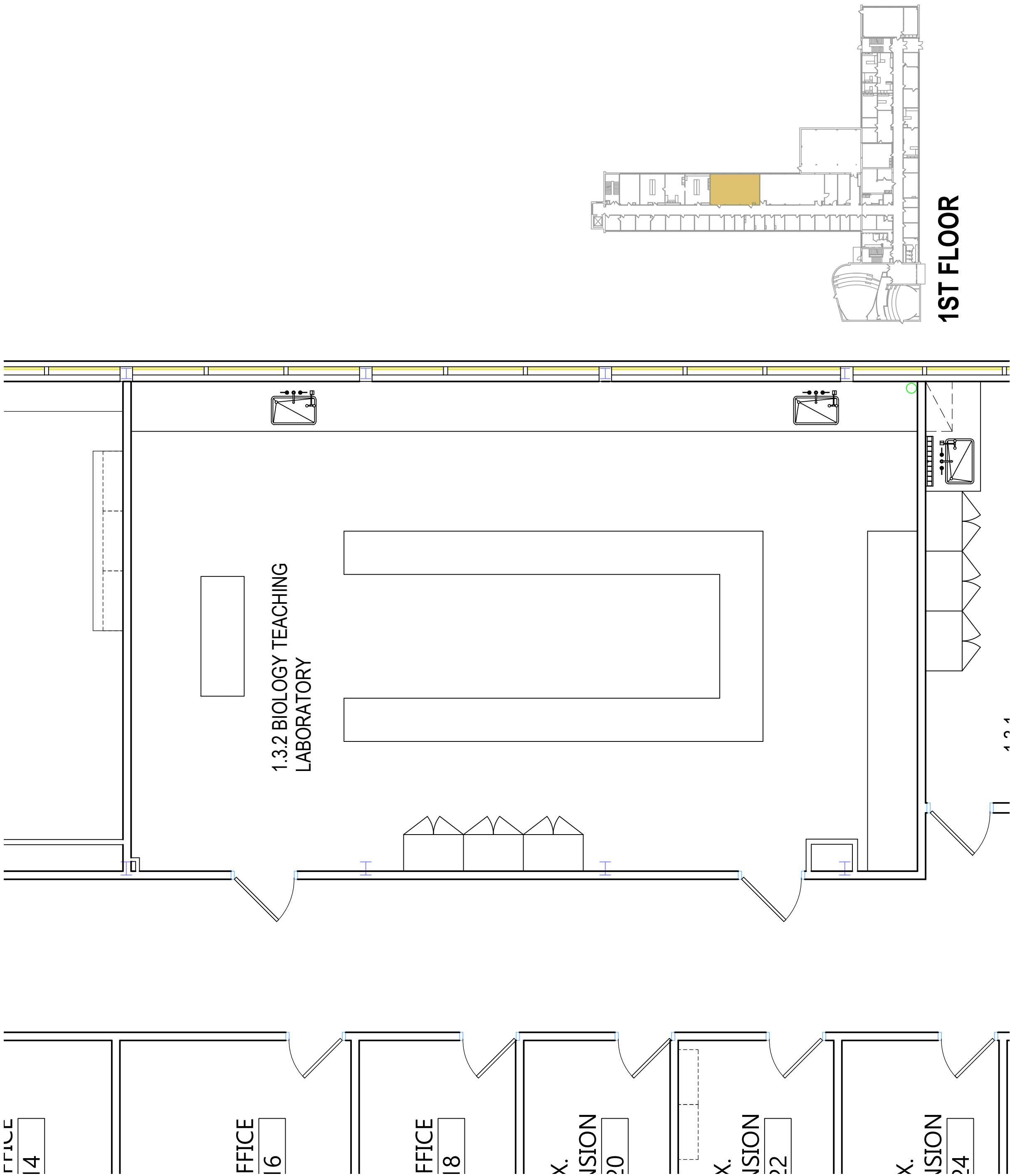
3.0 General Support

3.1 Support				
3.1.1	Mothers Room	1	80	80
3.1.2	Custodial Closet	2	100	200
3.1.3	Custodial Storage	1	200	200
3.1.4	Custodial Team Space	1	110	110
3.1.5	Building Maintenance	1	150	150
3.1.6	Data Room	1	100	100
3.1.7	Mechanical	2	1568	3136
3.1.8	Chase space	2	50	100
3.1.9	Electrical	1	130	130
Subtotal - Support				4,206

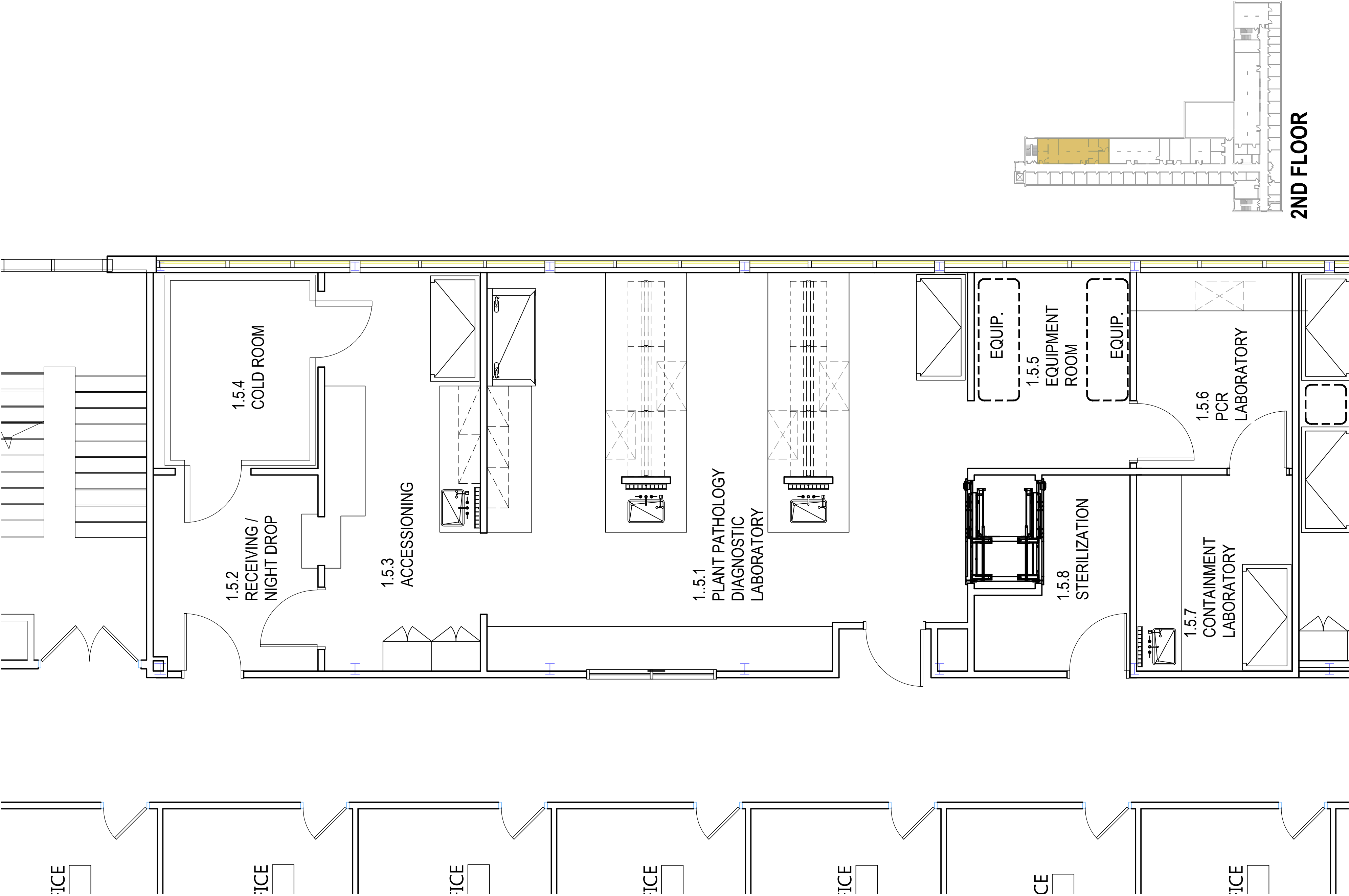
Total Net Assignable SF	30,345
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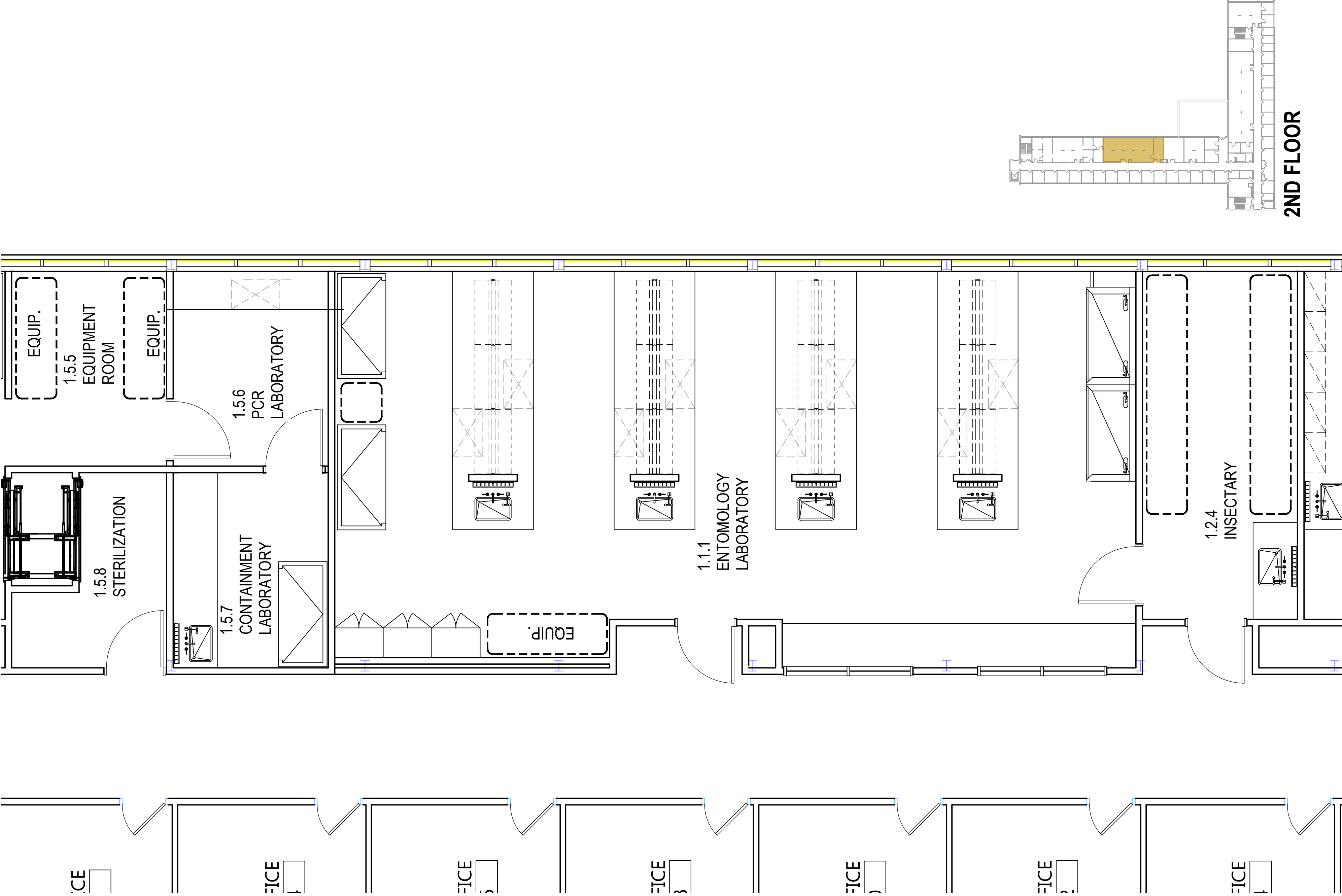
PLANT PATHOLOGY / ENTOMOLOGY TEACHING LABORATORY
SCALE: 1/4"=1'-0"



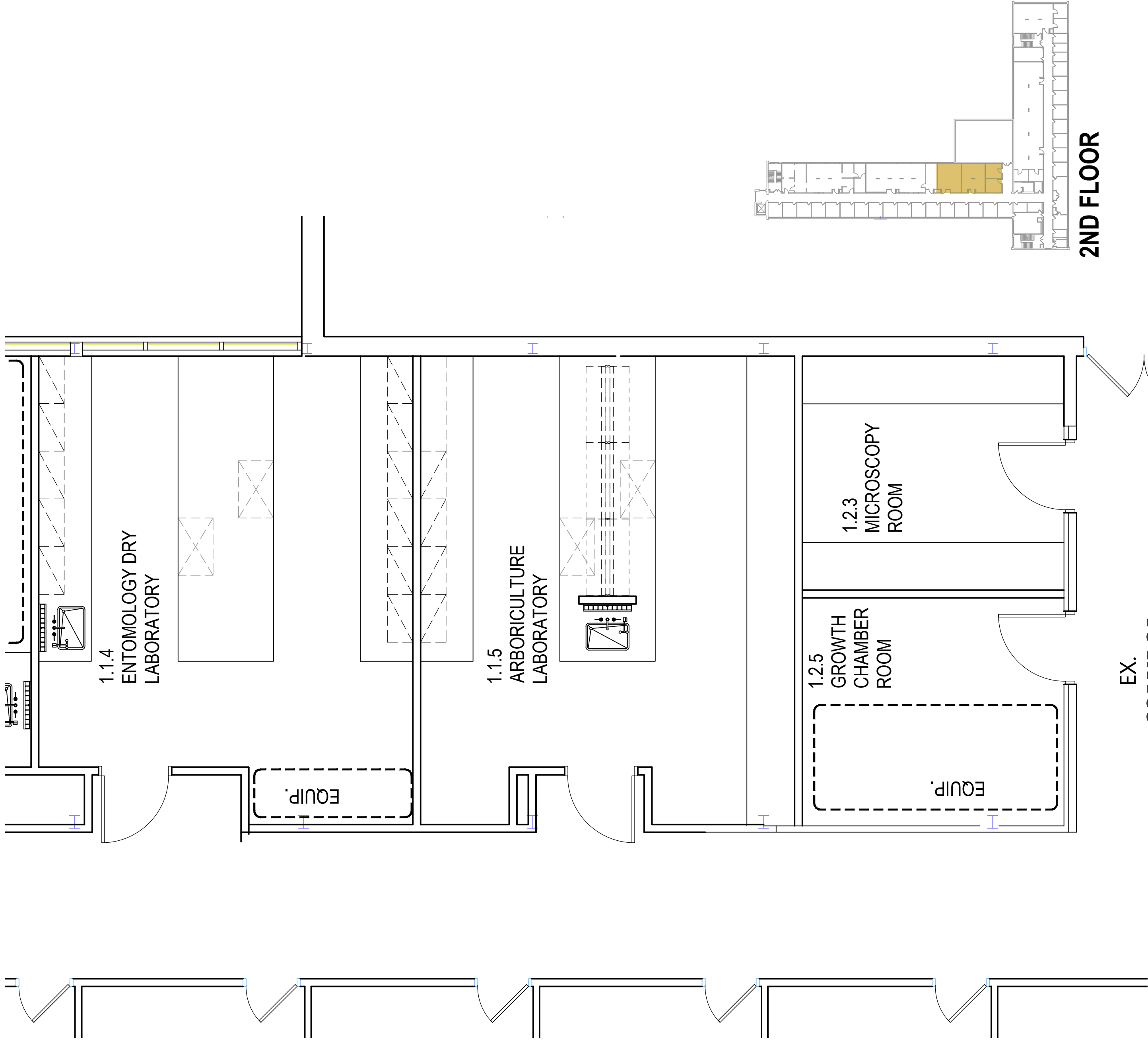
BIOLOGY TEACHING LABORATORY
SCALE: 1/4"=1'-0"



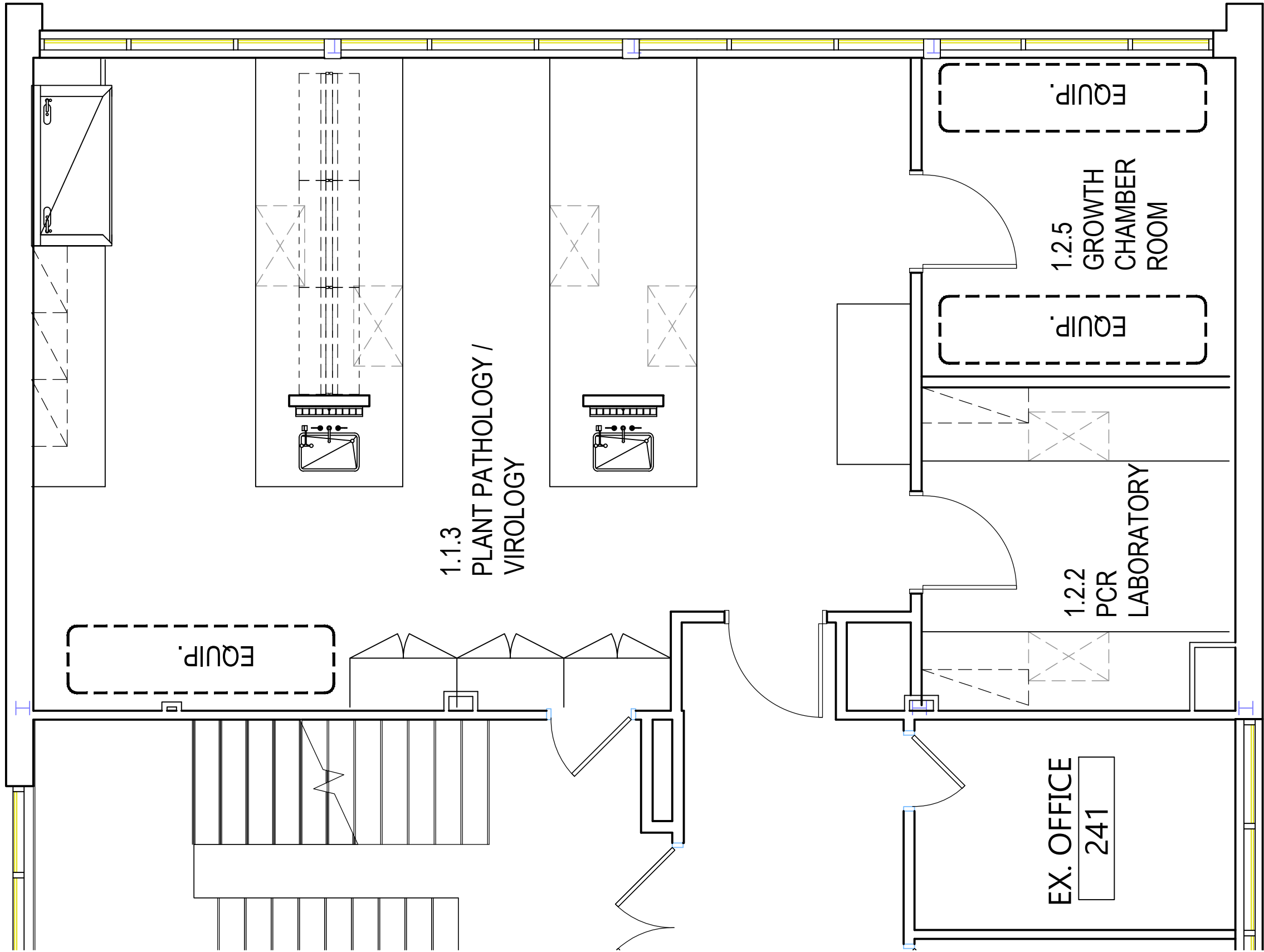
PLANT PATHOLOGY DIAGNOSTIC LABORATORY
SCALE: 1/4"=1'-0"



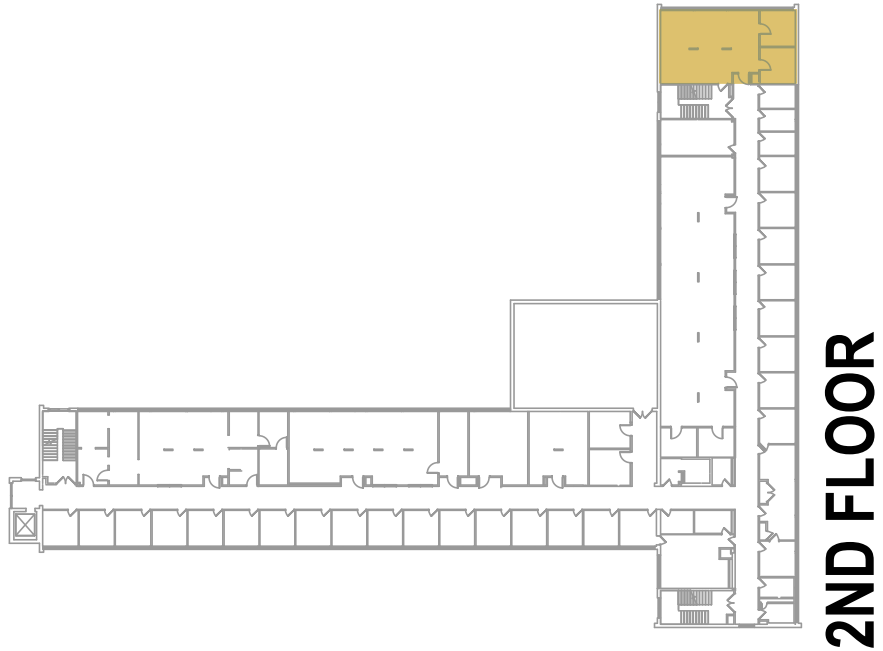
ENTOMOLOGY RESEARCH LABORATORY / INSECTARY
SCALE: 1/4"=1'-0"



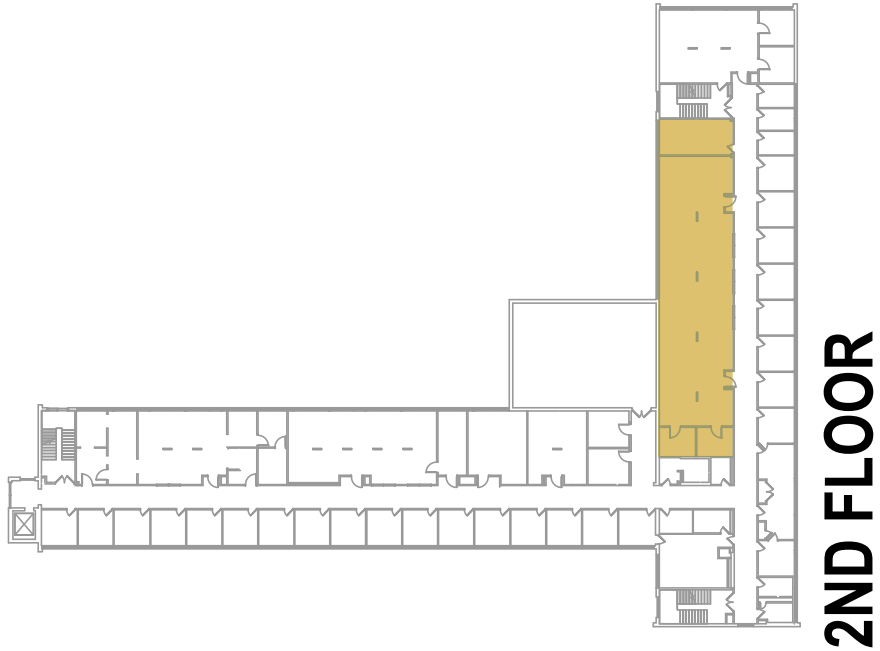
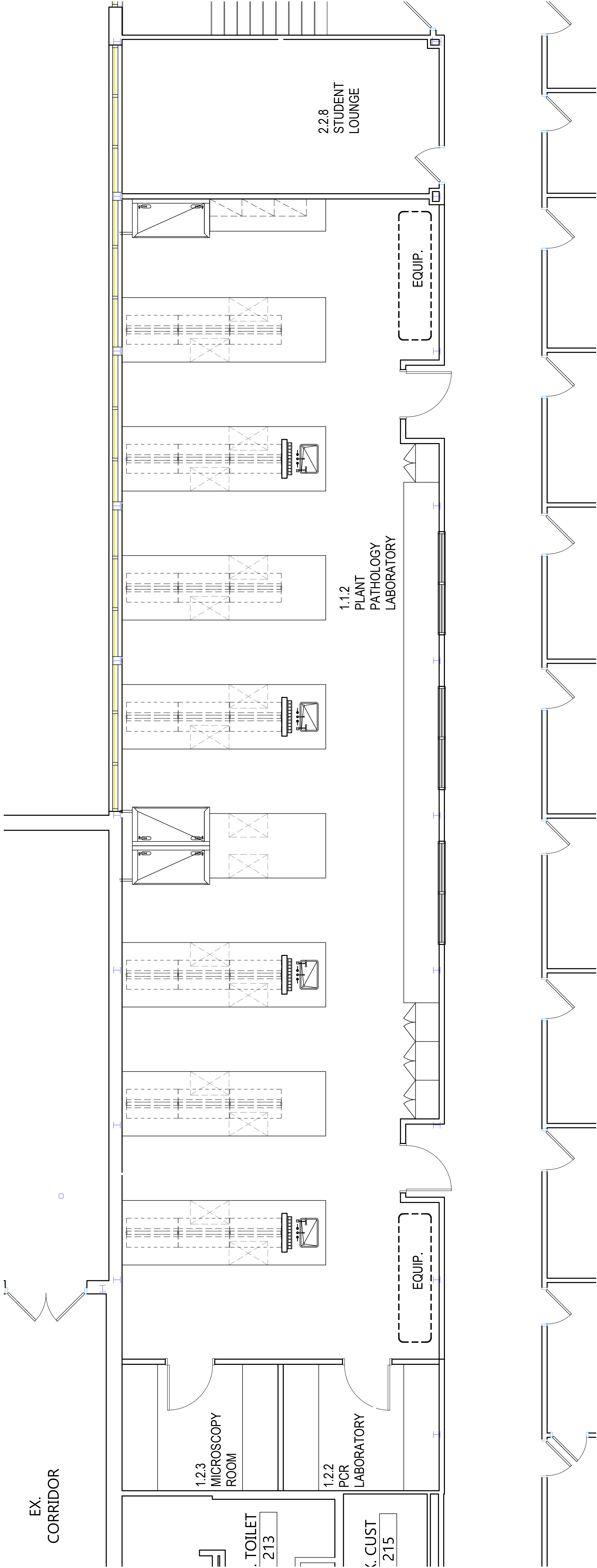
ENTOMOLOGY DRY / ABORICULTURE LABS / SUPPORT
SCALE: 1/4"=1'-0"



PLANT PATHOLOGY / VIROLOGY LABORATORY
SCALE: 1/4"=1'-0"



2ND FLOOR



 **PLANT PATHOLOGY RESEARCH LABORATORY**
SCALE: 1/4"=1'-0"

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 7 – F
DATE: December 9-10, 2020

SUBJECT:

**SDSU Stanley Marshall Center Addition - Sanford Jackrabbit Athletic Center
Wrestling Addition – Revised Facility Program Plan**

CONTROLLING STATUTE, RULE, OR POLICY

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

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

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

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

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

BACKGROUND/DISCUSSION

South Dakota State University requests approval of the revised Facility Program Plan to construct an addition of 15,466 square feet to the Sanford Jackrabbit Athletic Center, which will provide a dedicated wrestling practice facility. This is the second phase of the Stanley J Marshall Center Additions and Renovations.

SDSU requests that the project be submitted to the 2021 legislature requesting \$3,950,000 in spending authority to construct a wrestling practice addition, and the legislative item be given emergency clause classification. This is the second phase of the multiple phase project to provide new practice facilities and to renovate the Stanley J Marshall Center. The Preliminary Facility Statement (PFS) was approved at the May 2016 Board of Regents meeting. The Facility Program Plan (FPP) was approved at the December 2016 Board of Regents meeting.

(Continued)

DRAFT MOTION 20201209_7-F:

I move to approve this revised Facility Program Plan for construction of a wrestling practice facility to the Sanford Jackrabbit Athletic Complex of approximately 15,446 square feet for a cost not to exceed \$3,950,000. Legislation shall be drafted and the project shall be submitted to the 2021 South Dakota Legislative Session for consideration and approval.

The first phase, a basketball and volleyball practice facility was approved, constructed, and completed by the fall of 2018. The second phase of this project will be the wrestling practice facility.

IMPACT AND RECOMMENDATIONS

The master plan for athletic facilities at South Dakota State University included additions and renovations to the Stanley J Marshall Center. The additions would provide practice facilities for the women's basketball team, the men's basketball team, the women's volleyball team, and the wrestling team. The additions and renovations would provide coaches offices, team suites for men's basketball, women's basketball and wrestling, ticketing offices, event staging space, concessions, and concourse space. The renovations would provide upgrades to Frost Arena, the competition arena for all of these sports and host venue for numerous public events hosted by the University. Renovated space for sports medicine, team suite for women's volleyball, locker facilities, athlete academic & tutoring support, coaching administrative offices, restrooms, academic classroom space, and event support space would be included within the scope of the project.

The first phase, a basketball and volleyball practice facility addition has been completed. SDSU requests the authority to pursue the second phase of the project, a wrestling practice addition. The addition would be constructed on the west side of the Sanford Jackrabbit Athletic Complex. Two sites were examined for the wrestling practice facility. The Sanford Jackrabbit Athletic Complex site was chosen for its site and construction staging advantages, and ability to build a slightly larger facility at a reduced construction cost.

Future phases will take place in the Stanley J Marshall Center to renovate the arena, remodel space for coaches and trainers offices, team suites, remodeled sports medicine space, and event support. Future additions would include an enclosed public concourse that currently separates the existing arena from the new practice facilities. This concourse will include additional space for restrooms, concessions, and event ticketing offices to serve the arena. It will become a primary public entry point to the arena and public gathering area for events held in the arena.

PROJECT FUNDING SOURCES:

Donations		<u>\$ 3,950,000</u>
Total	\$ 3,950,000	

PROJECT ESTIMATE:

New Building Construction	\$ 2,973,309
Site Construction/Landscaping (included w/const costs)	
Utilities Upgrades (included with construction costs)	
Construction contingency (10%)	\$ 279,231
Design & Professional Fees	\$ 339,890
Project Management & OSE Costs	\$ 139,859
Athletic & Custodial Equipment, Signage, & Furnishings	\$ 34,000

Owner Contingency (5% of construction costs)	<u>\$ 162,627</u>
Total Costs	\$ 3,928,916

ATTACHMENTS

Attachment I – SDSU Facility Program Plan for Sanford Jackrabbit Athletic Complex-
Wrestling Practice Addition Phase 2 of the Stanley J Marshall Center Additions &
Renovation

Attachment II – SDSU SJAC Wrestling Addition Rendering-Exterior

Attachment III – SDSU SJAC Wrestling Addition Rendering-Interior

Attachment IV – SDSU SJAC Wrestling Floor Plans

Attachment V – SDSU SJAC Wrestling Addition Foundation Commitment

FACILITY PROGRAM PLAN (REVISED)
FOR
SANFORD JACKRABBIT ATHLETIC COMPLEX – WRESTLING PRACTICE ADDITION
PHASE 2 of the STANLEY J MARSHALL CENTER ADDITIONS & RENOVATION
SOUTH DAKOTA STATE UNIVERSITY
DATE: November 2, 2020

SDSU requests approval of this Facility Program Plan for design and construction of an addition to the Sanford Jackrabbit Athletic Center. SDSU requests that the project be submitted to the 2021 legislature requesting \$3,950,000 in spending authority to construct a wrestling practice addition. This is the second phase of the multiple phase project to provide new practice facilities and to renovate the Stanley J Marshall Center. The Preliminary Facility Statement (PFS) was approved at the May 2016 Board of Regents meeting. The Facility Program Plan (FPP) was approved at the December 2016 Board of Regents meeting.

The building committee selected the design team of EAPC Incorporated/Sink Combs Dethlefs/West Plains Engineering on August 11, 2016. The University conducted a master planning exercise for the athletic programs, academic uses, and public uses of the Stanley J Marshall Center. The first phase, a basketball and volleyball practice facility was approved, constructed, and completed by the fall of 2018. The second phase of this project will be the wrestling practice facility.

A. PROGRAMMATIC JUSTIFICATION FOR DISCRETE SPACES:

The master plan concept included additions and renovations to the Stanley J Marshall Center. The additions provide practice facilities for the women's basketball team, the men's basketball team, the women's volleyball team, and the wrestling team. The additions and renovations would provide coaches offices, team suites for men's basketball, women's basketball and wrestling, ticketing offices, event staging space, concessions, and concourse space. The renovations would provide upgrades to Frost Arena, the competition arena for all of these sports and host venue for numerous public events hosted by the University. Renovated space for sports medicine, team suite for women's volleyball, locker facilities, athlete academic & tutoring support, coaching administrative offices, restrooms, academic classroom space, and event support space would be included within the scope of the project.

As noted above, the first phase has been completed. SDSU would like to pursue the second phase of the project, a wrestling practice addition. In lieu of building the addition on the west side of the Stanley Marshall Center, the addition would be constructed on to the west side of the Sanford Jackrabbit Athletic Complex. We examined both options. Both sites offer many of the same amenities (nearby strength training facilities, sports medicine care, and athlete study areas). The Sanford Jackrabbit Athletic Complex has two distinct advantages. More floor area can be constructed at a lower cost, allowing a four mat practice facility rather than a three mat practice

facility. The construction site will be easier for construction staging and access throughout construction. The primary advantage of the Stanley J Marshall site is its proximity to Frost Arena where competitions will take place. Durable materials will be utilized on each of the locations that will be sympathetic to existing construction. Preliminary cost estimates indicate that the SJAC facility will cost approximately \$200,000 less to construct.

Subsequent phases will take place in the Stanley J Marshall Center to provide space for coaches and trainers offices, team suites, and remodeled sports medicine space. Future additions would include an enclosed public concourse that currently separates the existing arena from the new practice facilities. This concourse will include additional space for restrooms, concessions, and event ticketing offices to serve the arena. It will become a primary public entry point to the arena and public gathering area for events held in the arena. This concourse will continue to function as public access and emergency access required for life safety that is currently supplied by the outdoor stairways on the southeast and southwest corners of the building. Elevator access to all levels will be included in the primary entry points to the concourse. The concourse link and renovated arena will include event support, building support, and storage space.

Frost Arena renovations will include desired maintenance and repairs including; building fascia replacement, wall insulation, emergency power system expansion, electrical power upgrades, replacement of arena flooring, and replacement of lobby & mezzanine flooring. Frost Arena seats 6,000 spectators. The renovations will create a concourse underneath permanent seating so adequate restroom, concessions, accessibility features, and contemporary amenities may be offered within Frost Arena that are commonly offered in Division 1 athletic venues. The planned facilities will provide club section seating, club space, suites, loge seats, improved ADA seating, additional concessions, additional chair backed reserved seating, and other potential revenue related accommodations. Accessibility modifications would be made to ensure all categories of seating will be accessible, suites are accessible, restrooms are fully accommodated, and general access is improved. This would particularly benefit spectators and attendees entering the building from the southeast and southwest corners of the building or seated along the south side of the arena and in the suites. The renovations would include support spaces for special public events (storage, food service support, building support, and broadcast). The renovation of Frost Arena/Stanley J. Marshall Center would allow for enhanced fan experiences, additional accommodations for staff and spectators, revenue sources, updated repairs and maintenance, and continued commitment to academic excellence. Marshall center. These would be retained and remodeled to provide contemporary collaborative or active learning/group classrooms.

B. GROSS SQUARE FOOTAGE

Phase two will include wrestling practice facilities, coaches' offices, team locker and restroom facilities, team lounge, supporting program space, and mechanical & custodial spaces. An outdoor patio area will be provided outside the coaches offices. A tabulation of the spaces is shown on the following page:

Open Mat Practice Area -	7,047 sf	
Locker Facilities	1,018 sf	
Toilets/Shower/Sauna	629 sf	
Storage	157 sf	
Cardio Workout	802 sf	
Coaches Offices/Conference	938 sf	
Team Lounge	951 sf	
Mechanical	1,042 sf	
Custodial	100 sf	
Circulation/Walls	2,762 sf	
Total Gross Area		15,446 sf

C. SITE ANALYSIS

This addition will be constructed west of the strength training and conditioning space on the Sanford Jackrabbit Athletic Complex (SJAC). This area is bounded by the exterior walls of the SJAC on the north and east sides. Site utilities will require modification that are located under the addition.

The electrical service to the SJAC will need to be encased in concrete and a pull pit relocated outside the building footprint. The SJAC sanitary sewer service line under the addition may need to be replaced to a material more suited to being under an occupied building. The storm sewer piping serving both the SJAC and the stadium will need to be replaced with new piping more appropriate to construction over occupied space. All other utilities and services will be extended from the SJAC or the Stadium to this addition.

The floor level of the addition will match the floor of the SJAC. The grade will be raised to match the existing building. The new practice facility will have direct access to the track and be connected to the Dykhouse Student Athlete Center. As with other sports, coaches and athletes will access the facility from the parking lot west of the SJAC. This will also provide a staging area for construction of the addition.

D. DESCRIPTION OF KEY BUILDING FEATURES (PHASE 2)

The addition will be constructed to seamlessly match the construction of the existing building. The structural system will be exposed structural steel that clear spans the mat practice area. The height of the addition will match the west wall of the existing strength training space. Exterior walls will be steel structural frame, steel studs, and prefinished metal panels to match the existing construction.

E. ILLUSTRATIVE FLOOR PLANS

Attached are schematic floor plans, an exterior perspective drawing, and an interior perspective drawing that illustrate the project.

F. INITIAL COST ESTIMATES

The cost estimate of the Phase 1 improvements is shown below:

Construction Costs

New Building Construction	\$2,973,309
Site Construction/Landscaping (included w/const costs)	
Utilities Upgrades (included with construction costs)	
Construction contingency (10%)	<u>\$ 279,231</u>
Subtotal – Construction Costs	\$3,252,540

Non-construction costs

Design & Professional Fees	\$ 339,890
Project Management & OSE Costs	\$ 139,859
Athletic & Custodial Equipment, Signage, & Furnishings	\$ 34,000
Owner Contingency (5% of construction costs)	<u>\$ 162,627</u>
Subtotal – Non-Construction Costs	\$ 676,376

Total Costs of Phase 2 – Wrestling Practice Facility	\$3,928,916
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G. IMPACT TO M&R

The annual funding for maintenance and repair should be approximately 2% of the estimated replacement value of the facility. The estimated cost of annual M&R is estimated at \$65,051. Maintenance and repair will be covered through university HEFF and HEFF fees.

H. BUDGET FOR ONGOING OPERATIONAL COSTS

Utility expenses are estimated at \$24,714 annually. This represents only utility consumption costs, and not utility connection costs, which are included with construction costs.

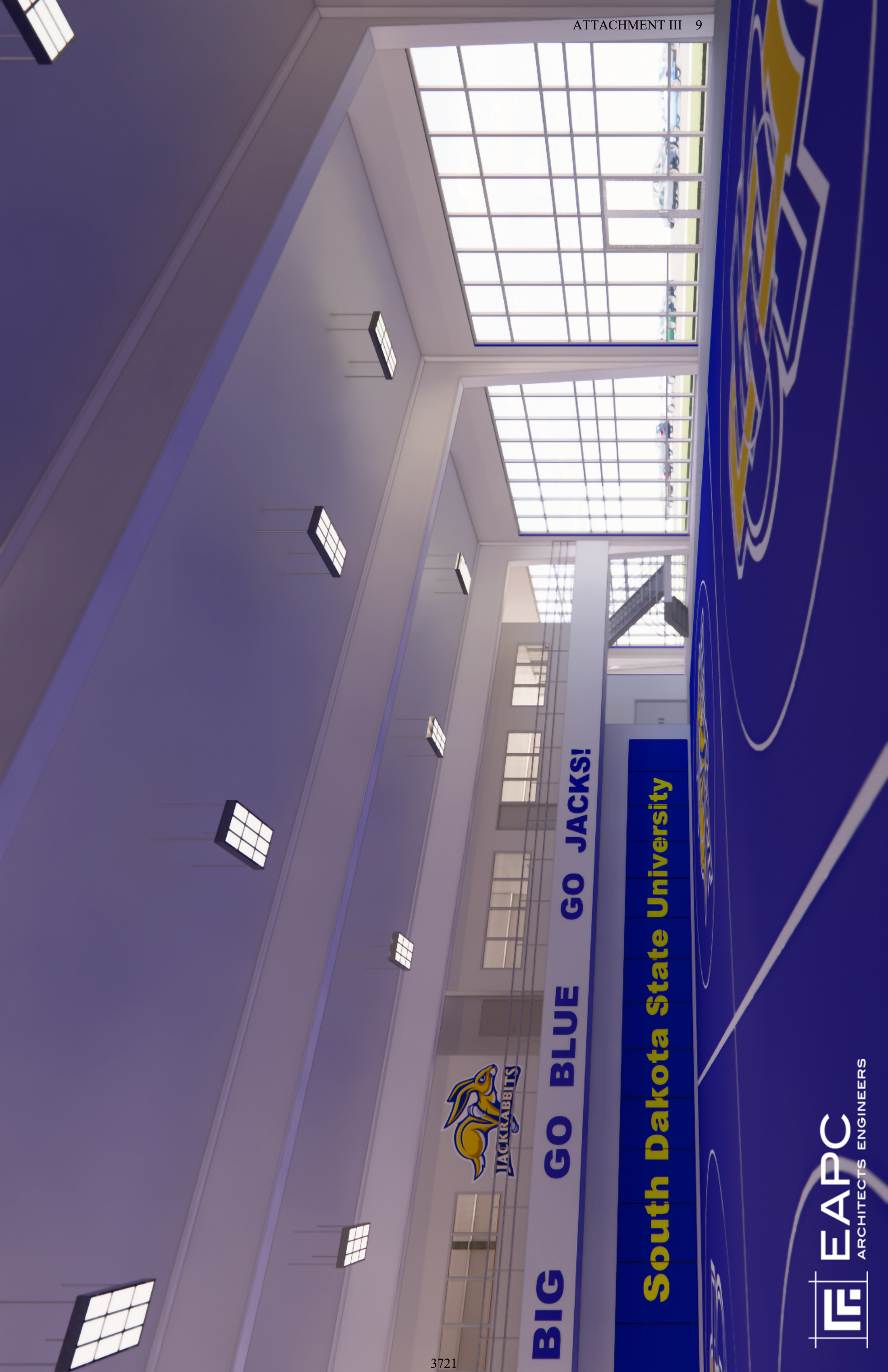
Estimated custodial services are \$31,510, excluding initial equipment purchases for custodial equipment. This includes 0.5 FTE custodial and operations employees. We estimate routine operational and maintenance expenses for this facility will be \$49,736 which include the custodial services noted above. Equipment purchases for setting up the facility upon completion are estimated at \$24,714 and included with project construction costs.

I. PROPOSED FUNDING SOURCES FOR COSTS OF:

- a. CONSTRUCTION – Donations and gifts.
- b. ONGOING OPERATIONS – Utility costs will be funded through the budget for the University's utility allocation. Operational costs will be funded through the budget of the University.
- c. MAINTENANCE AND REPAIR – Maintenance and repair will be funded through the University's HEFF and HEFF fees allocated for M&R.

End of Report
11/2/2020

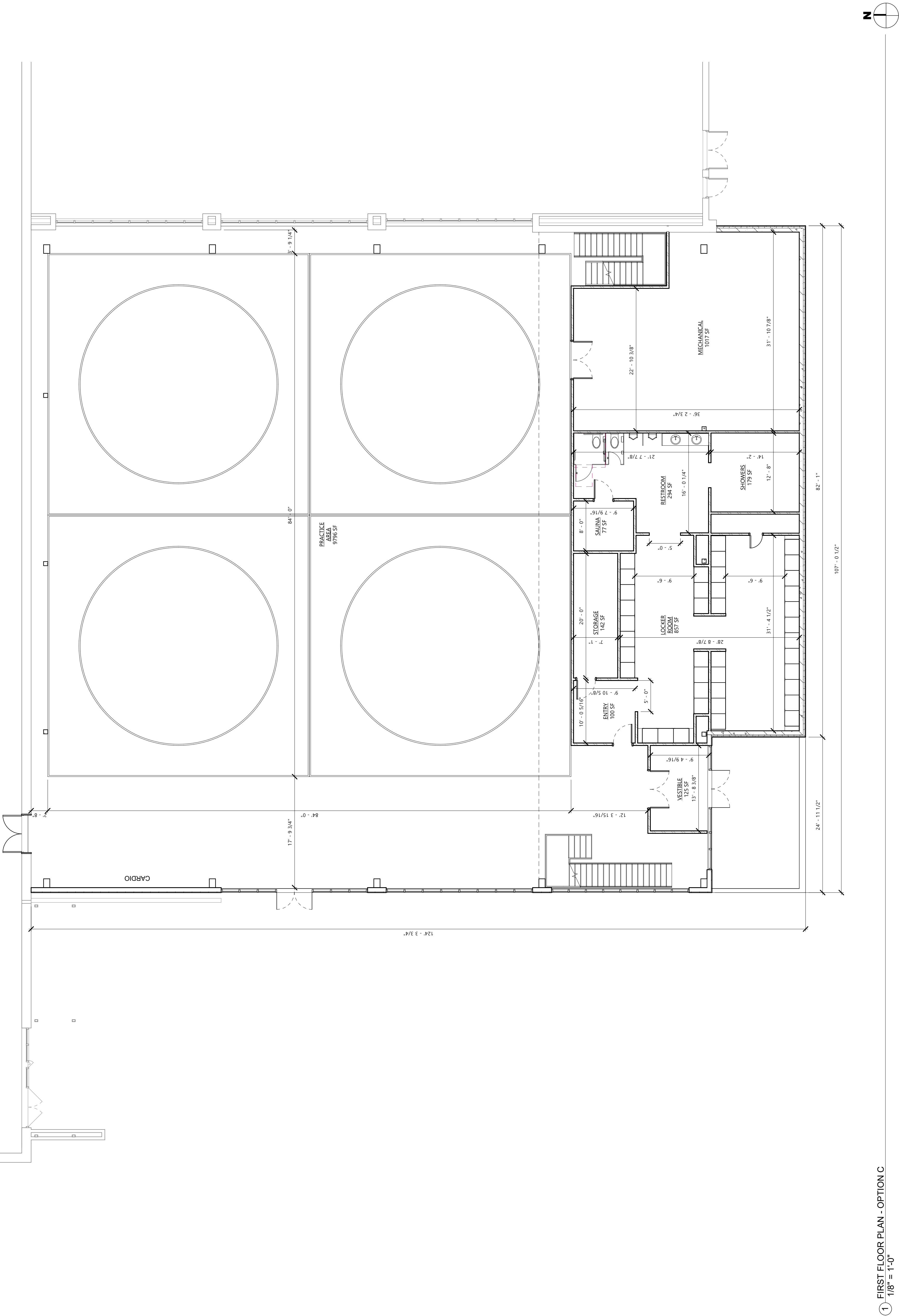






SDSU WRESTLING CONCEPTS

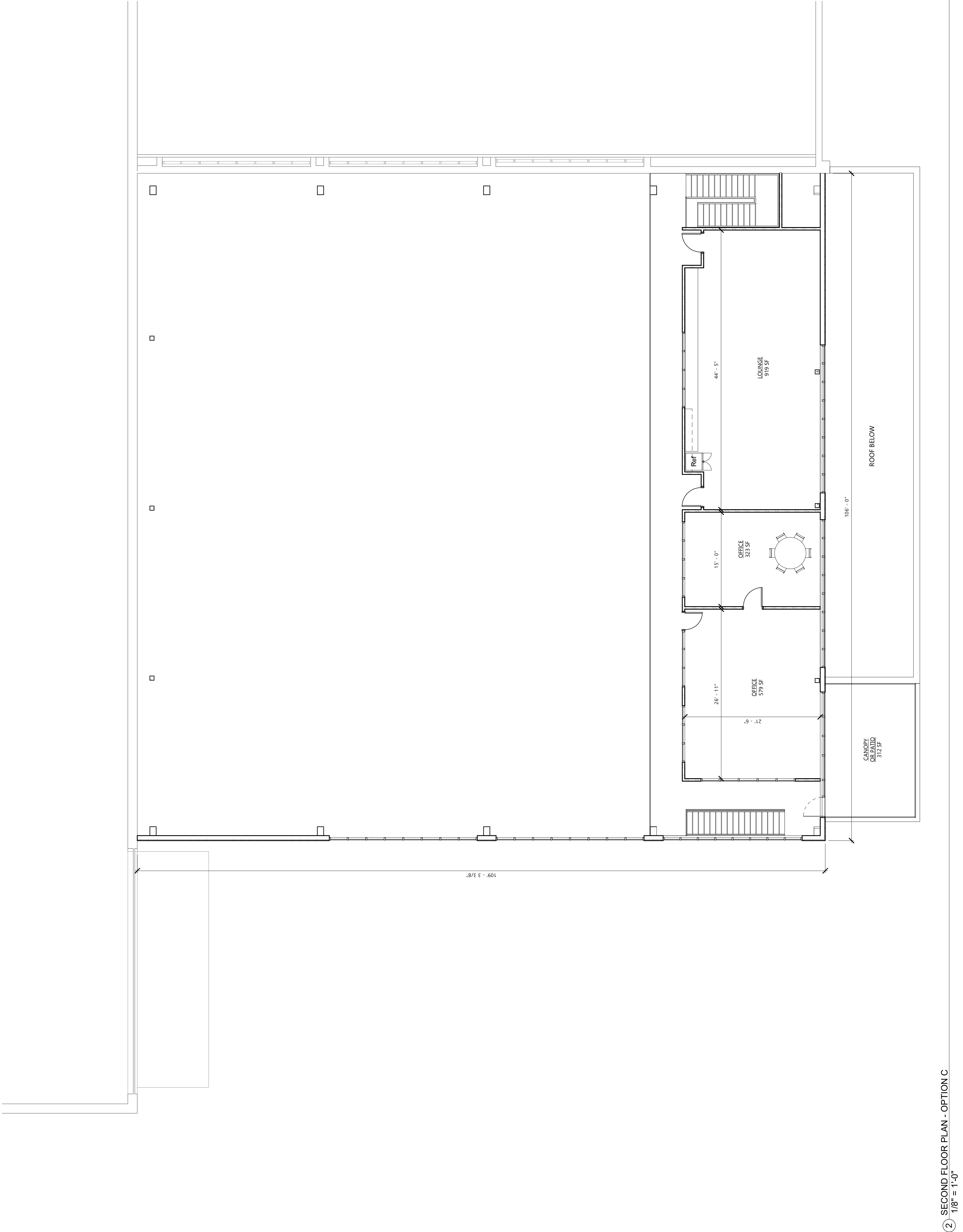
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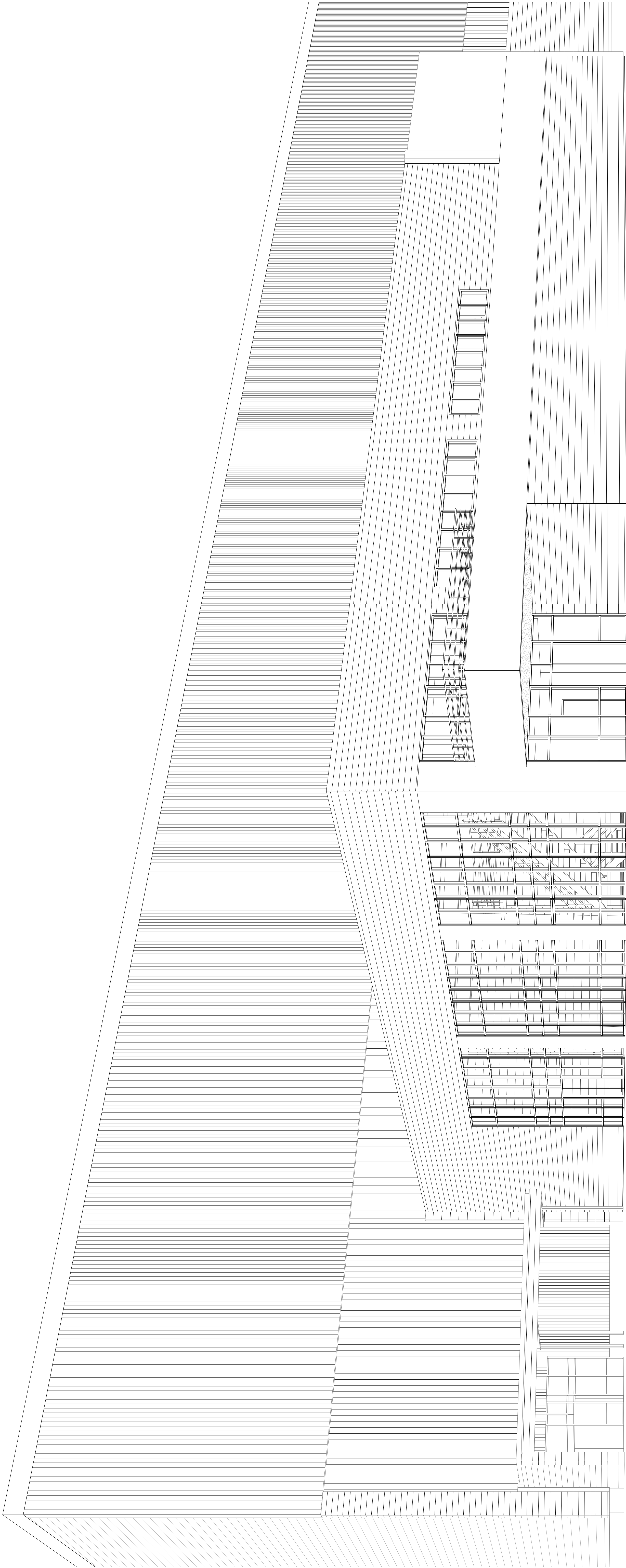




SDSU WRESTLING CONCEPTS

08/04/2020





SDSU WRESTLING CONCEPTS

08/04/2020



November 20, 2020

Barry Dunn, Ph.D.
President, South Dakota State University
Administration Building 222
South Dakota State University
Brookings, SD 57006

Dear President Dunn:

The South Dakota State University Foundation is pleased to commit up to \$3,950,000 for the new Wrestling Facility.

Please contact the Foundation if you have any questions.

Sincerely,



Steve Erpenbach
President & CEO
SDSU Foundation



Tim Dwire
VP of Finance & Operations
SDSU Foundation

cc: Mike Holbeck, Vice President of Finance and Administration, SDSU
Barry Mielke, Interim Associate VP for Facilities & Services, SDSU
Justin Sell, Athletic Director, SDSU
Keith Mahlum, VP for Development, SDSU Foundation

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 7 – G

DATE: December 9-10, 2020

SUBJECT:

SDSU Lincoln Hall Renovation Facility Program Plan

CONTROLLING STATUTE, RULE, OR POLICY

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

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

– Payment of Appropriated Funds

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

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

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

BACKGROUND/DISCUSSION

South Dakota State University requests approval of the Facility Program Plan to continue Phase 2 renovations of Lincoln Hall. The phase 2 building renovations would address backlogged maintenance and repairs, system upgrades, and utility upgrades, in addition to programmatic modifications. Previously approved phase 1 maintenance and repairs will be completed in December of 2020. Phase 1 work included restroom renovations and window replacements.

The Preliminary Facility Statement was approved by the Board of Regents at the August 2017 meeting. A building committee was selected, and the design team of Koch Hazard Architects was selected on December 4th, 2017.

Project funding was approved as part of the 2020 South Dakota Legislature (SB 43). The legislation authorized the South Dakota Building Authority to issue revenue bonds to provide for maintenance and repair on facilities controlled by the Board of Regents and to provide an appropriation therefor.

Programs that will benefit from the Lincoln Hall renovations include administrative office and support space for the College of Arts, Humanities & Social Sciences and

(Continued)

DRAFT MOTION 20201209_7-G:

I move to approve SDSU's Facility Program Plan for renovation of Lincoln Hall at a cost not to exceed \$17,243,765.

faculty office, seminar, study, and support space for the School of American and Global Studies. The building program also includes general classrooms, classroom laboratories, and storage space for the University archives. In addition to programmatic modifications, the project would address backlogged maintenance and repairs needed in the facility.

IMPACT AND RECOMMENDATIONS

South Dakota State University strives for modern, high quality learning, teaching, and research programs and environments for students, educators, and administrators. Lincoln Hall has been identified as an existing facility with the potential to meet the University's high expectations for academic facilities. The full renovation of Lincoln Hall would allow the University to promote efficient use of resources by maximizing existing space use, upgrade building performance, and enhance opportunities for academic collaboration. The building renovations would address backlogged maintenance and repairs in addition to programmatic modifications. The Lincoln Hall renovation project would be confined to the existing area of the building and exterior maintenance, repairs, and utility upgrades. Exterior site and landscape improvements would be limited to areas impacted by construction and utility upgrades. No square footage would be added to the building to accommodate the programmatic or functional needs of the project.

Specific maintenance and repair items to be addressed in the renovation include asbestos abatement, elevator upgrades, brick and masonry repairs, window replacements, exterior door repairs, restroom renovations, HVAC upgrades, fire sprinkler installation, electrical upgrades, envelope upgrades, and refurbishment of interior finishes. The renovation work would improve life safety, energy efficiency, and longevity of the building. The building renovations would also address programmatic modifications required by the College of Arts & Social Sciences and the School of American & Global Studies. Academic program spaces to be renovated would include classrooms, study rooms, workrooms, archives, and office spaces.

PROJECT FUNDING SOURCES:

Federal Grant & Donated Funds	\$ 4,250,000
HEFF (FY2016, 2017, 2018, 2020)	\$ 2,993,765
Bonded HEFF (FY2021)	\$ <u>10,000,000</u>
Total	\$17,243,765

PROJECT ESTIMATE:

Maintenance & Repair Construction In-Progress – Phase 1

Classroom Renovations	\$ 148,444
Restroom & Window Renovations	1,722,811
Masonry & Stone Repairs	251,773
Asbestos & Lead Abatement	97,197
Custodial Equipment	24,000
Project Administration	85,411
Miscellaneous	66,472
Design/Professional Services	305,000
Probable Project Cost	\$ 2,701,108

Maintenance, Repairs, & Utilities Probable Project Cost – Phase 2

Phase 2 Interior Renovations	\$ 4,960,000
Phase 2 Campus Utilities	1,880,000
Phase 02 Site Repairs Landscaping	200,000
Design Contingency	337,620
Owner Contingency	540,280
Phase 2 Alternate 1 – Enhanced IAQ	152,000
Phase 2 Alternate 2 – Dean’s Suite & Seminar	790,200
Design/Professional Services	431,792
Enhanced Building Commissioning	114,500
Construction Testing	52,000
Project Administration	333,500
Miscellaneous	313,000
Fixtures, Furniture & Equipment	594,000
Probable Project Cost	\$ 10,698,892

Maintenance, Repairs & Programmatic Modifications – Phase 2/3

Phase 2/3 Interior Renovations - programmatic suitability	\$ 3,500,000
Probable Project Cost	\$ 3,500,000

Total Probable Project Cost	\$ 16,900,000
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ATTACHMENTS

Attachment I – SDSU Facility Program Plan, Lincoln Hall Renovations

**FACILITY PROGRAM PLAN
LINCOLN HALL RENOVATIONS
SOUTH DAKOTA STATE UNIVERSITY
DATE: October 2020**

South Dakota State University requests approval of this Facility Program Plan for renovation of Lincoln Hall.

The Preliminary Facility Statement was approved by the Board of Regents at the August 2017 meeting. A building committee was selected, and the design team of Koch Hazard Architects was selected on December 4th, 2017.

a. Programmatic justification for discrete spaces

Lincoln Memorial Library was dedicated in 1927 by President Calvin Coolidge. The building has served South Dakota State University for more than 90 years and anchors the south end of the historic campus green. It is one of the best examples of neoclassical architecture on campus. The façade contains references to classical detailing, which can be seen in the stone entrance columns, entablature, and cornice. The neoclassical detailing found on the exterior of the building is also present in the stone, plaster, and woodwork within the building. The architectural detailing within the original reading room (Peterson Recital Hall), north entrance lobby, and periodicals room (Schultz Reading Room) are the finest examples of the craftsmanship that went into the building and would be preserved in this renovation project.

The library was converted into office and laboratory space for the Music Department in 1978. The original stack area was modified in 1982 but three levels of modular steel storage shelving remain. The building holds four floors of office and classroom space and a fifth-floor mechanical room. Various life-safety upgrades have also been implemented over the years. Two exit stair additions were constructed, and fire rated doors were added in the hallways in the 1990s. The HVAC system was also updated in the 1980s to serve the Peterson Recital Hall and Schultz Reading Room. The stacks are currently being used as archival storage for the Music Department and Briggs Library.

South Dakota State University strives for modern, high quality learning, teaching, and research programs and environments for students, educators, and administrators. Lincoln Hall has been identified as an existing facility with the potential to meet the University's high expectations for academic facilities. The full renovation of Lincoln Hall would allow the University to promote efficient use of resources by maximizing existing space use, upgrade building performance, and enhance opportunities for academic collaboration. The building renovations would address backlogged maintenance and repairs in addition to programmatic modifications. To accomplish these goals the University and Koch Hazard Architects have developed a plan for phased renovations of Lincoln Hall. The initial phase, which is nearing completion, included restroom renovations, classroom upgrades, window replacements, elevator control upgrades, and masonry repairs. Additional maintenance and repair work that would be accomplished in phase two includes: HVAC upgrades, chilled

water utility connection, steam utility upgrades, electrical upgrades, water service, and fire sprinkler. Additional programmatic modifications for academic departments would be accomplished as funds are available. Site utility and infrastructure projects would be accomplished under a separate OSE work request, design contract, and construction contract. The selection of design professionals for the infrastructure project would follow the state mandated competitive selection process. The site utility project would also be competitively bid as a separate project from the Lincoln Hall building renovations.

Lincoln Hall contains unique spaces which include the library stacks area, reading room (Peterson Recital Hall), and periodicals room (Schultz Reading Room). The reading room and periodicals room are large open spaces with exceptional architectural features that would be preserved. It is the desire of the University to maintain the overall historic architectural character of these spaces, while making updates to meet the contemporary functional needs of faculty and students. The reading room and periodicals room account for approximately 5,700 NSF of the 36,500 NSF of area in the building. These spaces are currently large open volumes that would accommodate academic uses. Programmatic functions for these spaces have been developed with the assistance of Koch Hazard Architects and academic departments. The proposed design would meet academic program needs while preserving the historic architectural character of the spaces. The programmatic functions within these spaces would include large group meeting, seminars, project work rooms, and collaboration space.

Academic programs that would benefit from space in Lincoln Hall were identified in the early stages of schematic design. The building program includes administrative office and support space for the College of Arts, Humanities & Social Sciences and faculty office, seminar, study, and support space for the School of American and Global Studies. The building program also includes general classrooms, classroom laboratories, and storage space for the previously mentioned University archives. Specific areas dedicated to these functions can be found in the space program table and attached schematic floor plans.

The planned moves would consolidate the School of American and Global Studies in Lincoln Hall. Programs within the school currently occupy space within Wagner Hall and West Hall. Consolidating the school in Lincoln Hall would strengthen the identity of the school and allow for greater collaboration between programs. The moves would also create an opportunity for the University to consolidate other academic departments into vacated space within Wagner Hall, position the Barn for future renovations, and create options for future use of West Hall. The work planned for Lincoln Hall is part of a ten-year strategic plan developed by the University to address academic space needs, backlogged M&R, and leverage the reuse of existing facilities. The schematic space program for Lincoln Hall is documented in the following table. The table contains: program function, space use code, net square footage, and notes for each space type.

Lincoln Hall Space Program

Program Function	Space Use Code*	Net Square Footage (NSF)	Notes
<i>College of Arts, Humanities & Social Sciences</i>			
Office	310	950	Dean, Support Staff, and Reception
Office Service	315	590	Waiting Area, File, and Copy
Meeting Rooms	350	690	Conference Rooms, Workroom, and Collaboration.
Storage	780	120	General Storage
Sub-Total NSF		2,350	
<i>School of American and Global Studies</i>			
Classroom	110	2,670	University and Department Scheduled Instruction (Classroom & Seminar)
Classroom Lab	210	1,220	Department Scheduled Instruction
Classroom Lab Service	215	120	Department Scheduled Instruction Service
Office	310	3,860	Department Head, Advising, Reception, Faculty Offices and Graduate Student Offices
Office Service	315	750	Waiting Area, File, Copy, and Break Room
Meeting Rooms	350	1,200	Conference Rooms, Workroom, and Collaboration
Storage	780	820	General Building, Department, and Student Organization Storage.
Sub-Total NSF		10,640	
<i>General Shared & Support Space</i>			
Classroom	110	4,710	University and Department Scheduled Instruction (Classroom & Seminar)
Study Space	410	4,300	General Open Student Study Space (Not Restricted)
Storage	780	7,300	General Building and University Archives
Building Service	XXX	3,870	Restrooms, Custodial, Vending, IT, Electrical and Mechanical
Circulation Space	WWW	2,950	General Building Circulation and Entrance Lobby
Sub-Total NSF		23,130	
Total NSF		36,120	

*Space use codes as defined by the National Center for Education Statistics Facilities Inventory and Classification Manual (FICM)

b. Gross square footage

Lincoln Hall contains 46,194 gross square feet of space. Approximately 18,000 NSF is available for academic functions with an additional 12,000 NSF of archival storage space. The remainder of the building square footage includes circulation, building service functions, chases, interior walls, and structural elements. The current plan would convert a portion of the archival storage area into academic, custodial, and mechanical space to accommodate the required programmatic and functional needs identified in the design study. The conversion would add an additional 1,000 NSF of assignable academic space, 1,000 NSF of custodial space, and 1,000 NSF of mechanical space. The remainder of the storage space would be upgraded to improve the security and environmental control systems to better serve the archival space function.

The Lincoln Hall renovation project would be confined to the existing area of the building and exterior maintenance, repairs, and utility upgrades. Exterior site improvements would be limited to areas impacted by construction and utility upgrades. No square footage would be added to the building to accommodate the programmatic or functional needs of the project.

c. Site Analysis

Lincoln Hall is located on the southeast corner of the historic campus green directly east of Sylvan Theater and Coughlin Campanile. Lincoln Hall creates the southern boundary of the campus green. It sits on the primary north south axis of the green as defined by Avera Health & Science, Morrill Hall, and Solberg Hall. The prominent location of the building and historic significance are additional factors that compel the University to undertake a significant renovation of the building.

The building is adjacent to parking and other significant academic buildings. The building renovation would not have a long-term impact on parking counts in the area. Areas damaged by construction activities would be repaired and replaced. The project would not add parking spaces to the campus inventory.

Existing utility connections would be maintained and upgraded, and a new chilled water utility would be extended to serve the building. The chilled water utility would be sized to accommodate a future connection to the Pugsley Center. The Pugsley Center is located directly south of Lincoln Hall and connected to Lincoln Hall by a utility tunnel. The new chilled water line would be connected in the existing utility vault located near the northwest corner of Morrill Hall. The new chilled water utility would follow the east edge of the campus green to Lincoln Hall. The new connection would terminate in the planned lower level mechanical room of Lincoln Hall. The chilled water and steam utility projects would be accomplished as a utility subproject under the Lincoln Hall renovation project. These utility projects would be designed under a separate engineering contract and bid as an independent construction contract. The project would realize efficiencies by procuring these portions of the project under separate specialized contracts. SDSU and the OSE would follow the state required competitive selection processes for the selection of a designer and contractor. Additional site utilities that would be repaired or replaced as part of the Lincoln Hall renovation project include the domestic water service and domestic waste.

Lincoln Hall is accessible from an on-grade north entrance and by stairs at the two south entrances. Exit stair towers were added for life-safety egress requirements from the second and third floors in the 1990s. The stair towers would be retained as part of the renovations, to meet egress requirements from the upper floors. Sidewalks around the building would be repaired or replaced as needed but remain relatively unchanged. The chiller located to the north of the building would be removed when the chilled water utility is extended to the building. The enclosure and landscaping around the chiller would be renovated to reflect the surrounding campus green. The area disturbed by the new chiller utility would also be repaired to reflect the existing campus green landscaping. Pavement and landscape beds in the south plaza would be removed and replaced to address deferred maintenance and damage incurred during the building renovation.

d. Description of key building features

Lincoln Hall is constructed of a durable concrete, masonry, and steel structure. The exterior cladding is the original stone and masonry with metal door and window systems. Interior finishes include terrazzo and stone flooring, plaster walls and ceilings, as well as distinctive architectural plaster details. The original reading room (Peterson Recital Hall) and circulation desk area contained eight stained glass skylights that would be restored. The floor-to-floor heights within the building range from 10'-0" to 25'-0". The building structure is a substantial asset. The concrete foundation, steel and concrete building frame, and masonry shell construction are very durable and in good condition. The existing building conditions do not impede development of modern space for academic use. The historic architectural features add to the overall appeal of the building.

The building has received several renovations through its history. The most significant occurred in 1978 when the building transitioned from a Library to academic space for the Music Department. The original building systems and materials largely remain intact, having been maintained where needed, but not upgraded. The following is a list of maintenance and repairs that have been accomplished within the last decade or are currently in progress.

1. Asbestos abatement
2. Roof replacement
3. Elevator replacement
4. Fire alarm system replacement
5. Brick masonry repairs and tuckpointing – In Progress
6. Window replacement – In Progress
7. Exterior door repair & replacement – In Progress
8. Restroom renovations – In Progress

Construction, life safety, and accessibility requirements as well as occupant expectations have changed significantly since 1978. The following alterations and renovations would be provided or upgraded to meet contemporary life safety, environmental control, energy efficiency, and programmatic needs of the University:

1. Utility upgrades (chilled water, domestic water service, and steam utility)
2. Air conditioning upgrades
3. Ventilation upgrades
4. Fire sprinkler system
5. Electrical upgrades
6. Improve exterior building envelope where possible (avoid impact to historically significant architectural features)
7. Interior finish upgrades and refurbishment

The items enumerated above would be completed concurrently in the phase 02 renovation project. Programmatic modifications would be considered as funds are available and would likely occur in phase 03 renovations. SDSU would prefer to combine work outlined in phases 02 and 03 as a single project, in lieu of a phased approach.

e. Illustrative floor plans

The schematic floor plans for each floor are attached. The drawing illustrates the space program described in the preceding sections.

f. Initial cost estimates

Cost projections include the scope of all maintenance, repairs, renovations, and alterations. The project scope includes renovation work pursuant to paragraph 1c and 1d of BOR policy 6.6.; which, allows M&R higher education funds to be allocated to the project. The cost estimate includes contingency allowances for the design and construction phases, fixtures, furnishings, equipment, consultant service fees, project management costs, and other miscellaneous costs associated with construction projects. The following table outlines phase 01, 02, and 03 probable project costs.

Maintenance & Repair Construction In-Progress – Phase 01

Classroom Renovations	\$ 148,444
Restroom & Window Renovations	1,722,811
Masonry & Stone Repairs	251,773
Asbestos & Lead Abatement	97,197
Custodial Equipment	24,000
Project Administration	85,411
Miscellaneous	66,472
Design/Professional Services	305,000
Probable Project Cost	\$ 2,701,108

Maintenance, Repairs, & Utilities Probable Project Cost – Phase 02

Phase 02 Interior Renovations	\$4,960,000
Phase 02 Campus Utilities	1,880,000
Phase 02 Site Repairs Landscaping	200,000
Design Contingency	337,620
Owner Contingency	540,280
Phase 02 Alternate 01 – Enhanced IAQ	152,000
Phase 02 Alternate 02 – Dean’s Suite & Seminar	790,200
Design/Professional Services	431,792
Enhanced Building Commissioning	114,500
Construction Testing	52,000
Project Administration	333,500
Miscellaneous	313,000
Fixtures, Furniture & Equipment	594,000
Probable Project Cost	\$ 10,698,892

Maintenance, Repairs & Programmatic Modifications – Phase 02/03

Phase 02/03 Interior Renovations - programmatic suitability	\$ 3,500,000
Probable Project Cost	\$ 3,500,000
Total Project Cost	\$ 16,900,000

g. Impact to M&R

The Board of Regents has an allocation goal of 2% of building replacement value. The total allocated funding amount for the building should increase to reflect the actual replacement value after the building is fully renovated. The probable construction cost for the building renovations is currently estimated to be \$12,500,000 and does not include the value of the existing sub-structure, super-structure, envelope, or roof; which should be added to the final construction cost for an accurate representation of the building’s replacement value. The M&R allocation is estimated to be \$320,000 annually. Maintenance and repairs for this academic facility would continue to be supported by HEFF.

h. Budget for ongoing operational expenses

Current utility expenses for Lincoln Hall are \$74,000 annually. Utility costs for the building would remain relatively unchanged. After renovations are complete additional square footage would be fully cooled and ventilated. The associated cost of operations for cooling and ventilating the building would be offset by improvements to the thermal performance of the building envelope. The envelope upgrades include thermally broken double pane low-e windows and upgraded wall insulation where feasible. There would also be efficiencies gained by connecting to the central chiller plant and upgrading the central steam utility.

We estimate routine maintenance expenses of Lincoln Hall to be 1.0% to 1.5% of the project costs or \$170,000 to \$250,000 annually. Maintenance funding needs for the building would increase from historic levels, due to increased monitoring related to energy management and additional mechanical equipment to be serviced within the building. In addition, the University estimates two custodial FTEs would be required to service the building when it is fully functional. The daily maintenance needs within Lincoln Hall were reduced and resources reallocated when the Music Department moved out and phased construction within the building began in 2019. Initial expenses to furnish the building with contemporary custodial equipment are estimated to be \$80,000. This would include equipment and furnishings for custodial rooms, which do not currently exist in the building.

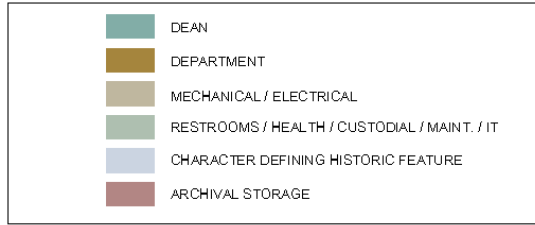
i. Proposed funding sources for costs of**1. Construction & Design Funding Sources:**

The following resources would be used to fund the maintenance, repair and alteration work:

FY 16 & FY17	HEFF M&R (Design & Construction)	\$	108,765
FY 18	HEFF M&R (Design & Construction)		100,000
FY 20	HEFF M&R (Design & Construction)		2,785,000
FY 21	Bonded HEFF M&R Funds (Construction)		10,000,000
FY 21 to FY 26	Federal Grant & Donated Funds (Construction)		4,250,000
Total Funding Available		\$	17,243,765

- a. Utility & Operating Costs – funded through University operating budgets.
- b. Maintenance and Repair – funded through HEFF.
- c. Annually, \$900,000 of SDSU's HEFF allocation would be devoted to repayment of the South Dakota Bonding Authority Revenue Bond – Series 2020 until no later than 2045.

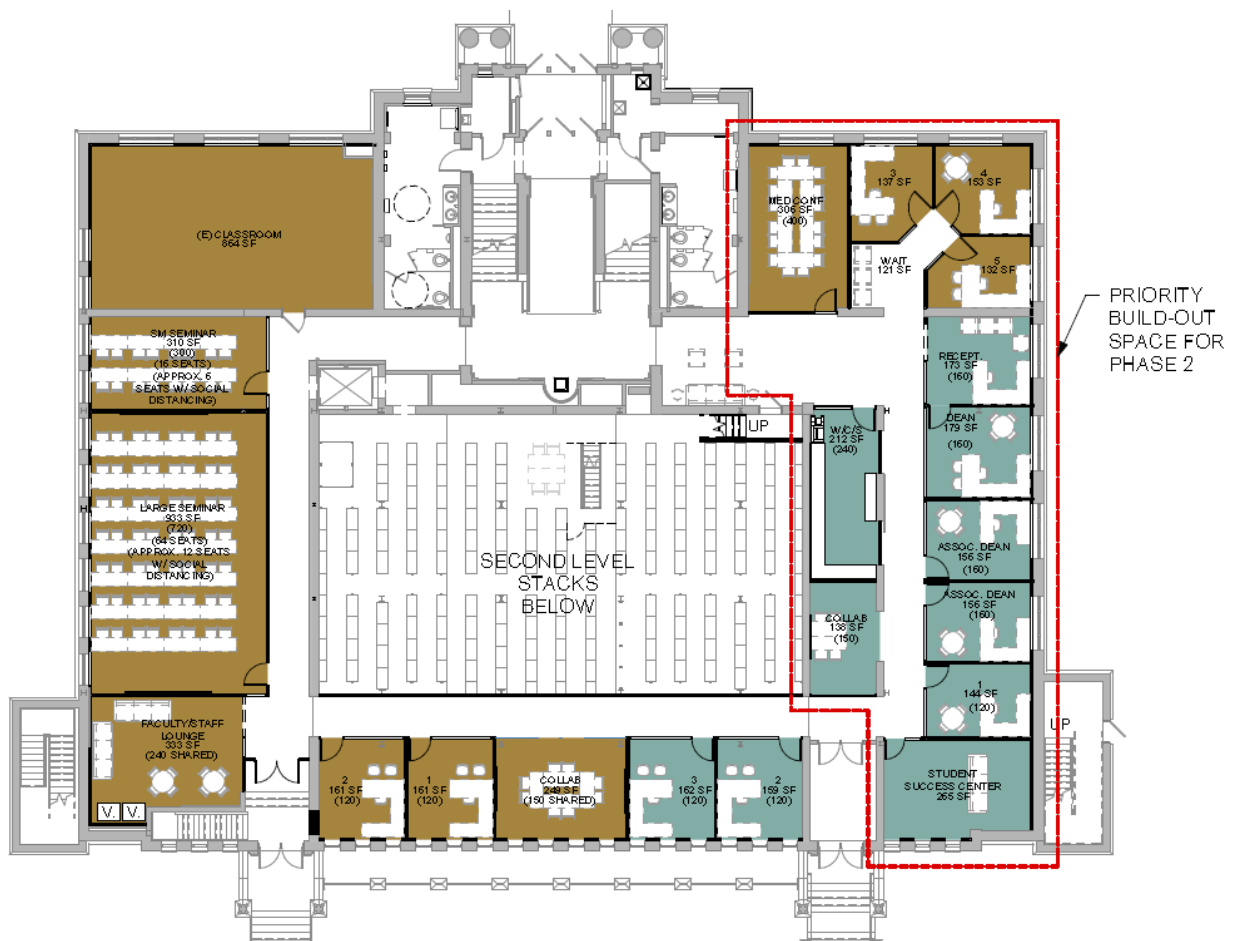
End of report
10/19/2020

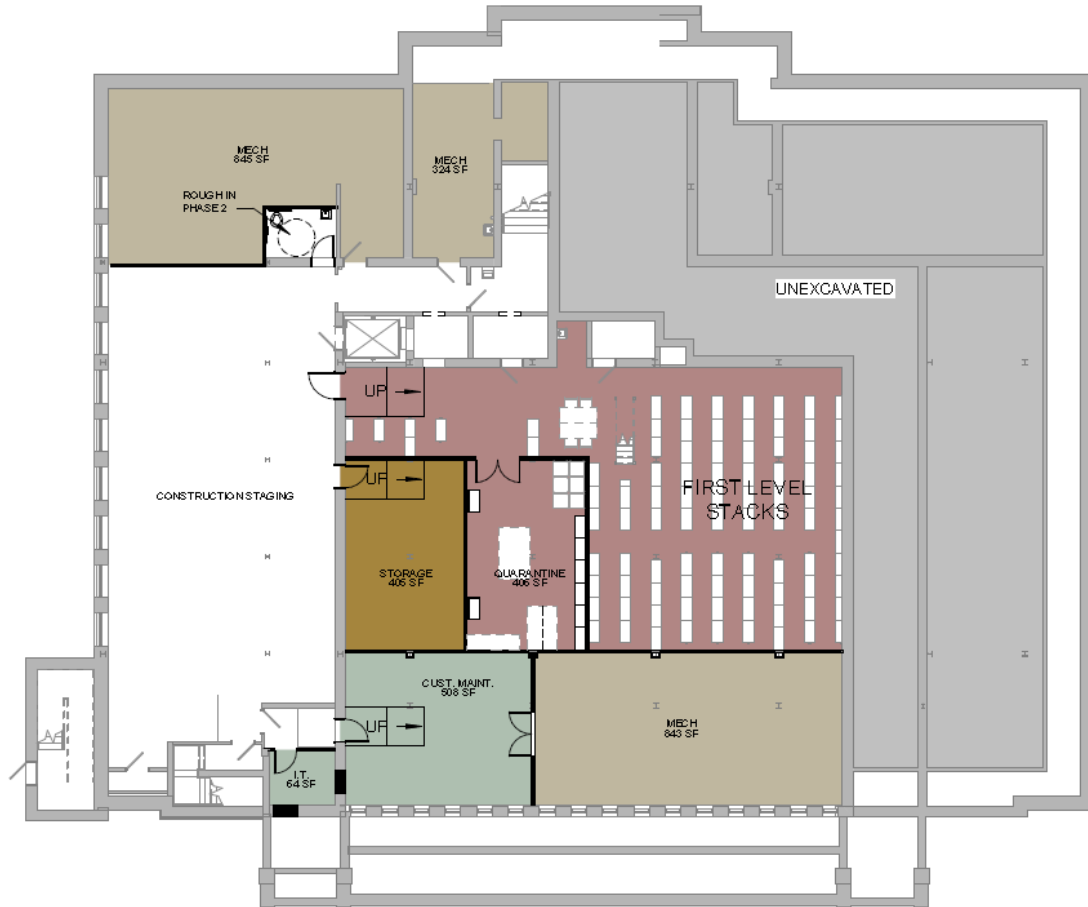
**DEAN**

Administrative Offices College of Arts, Humanities & Social Sciences

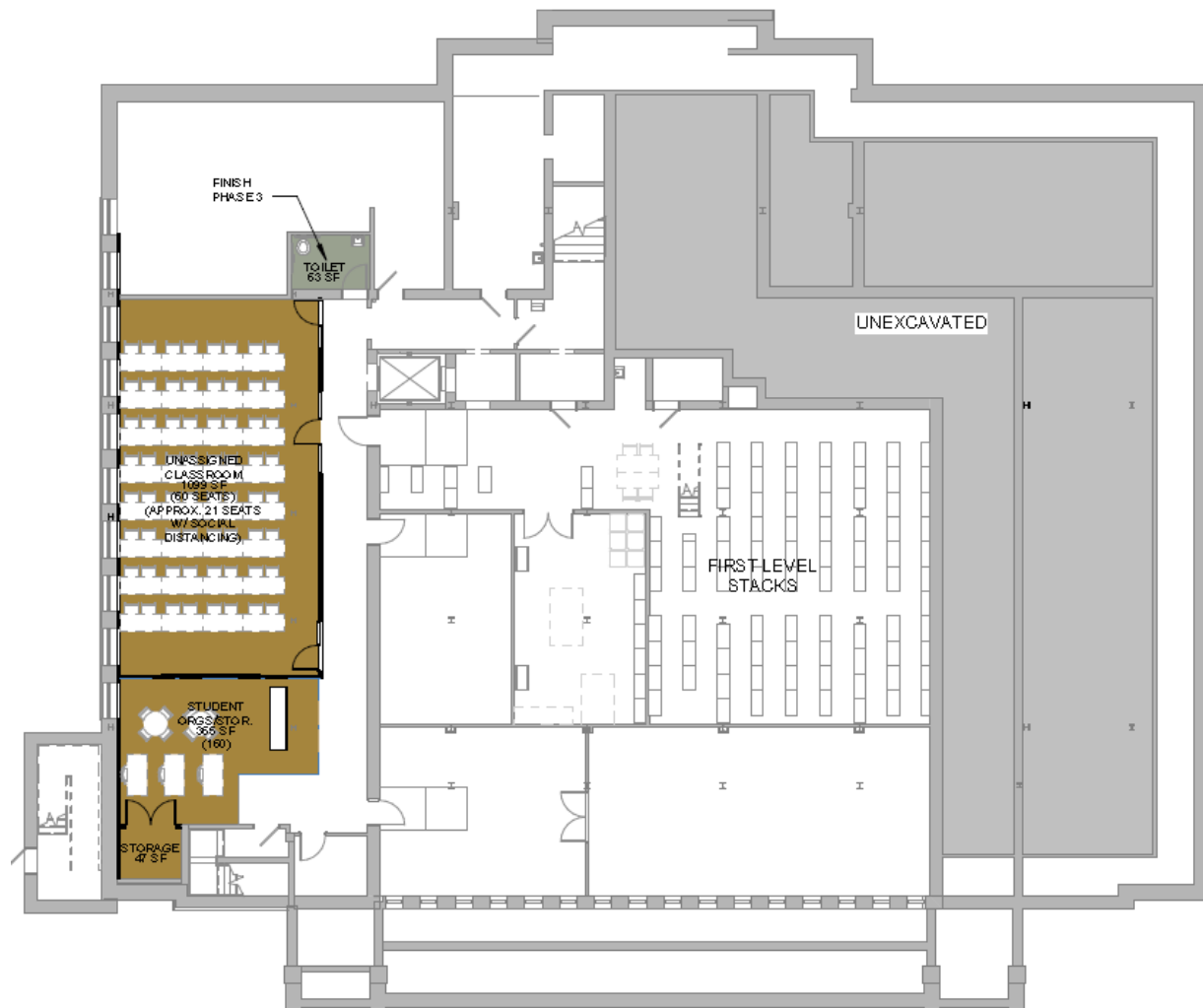
DEPARTMENT

School of American & Global Studies

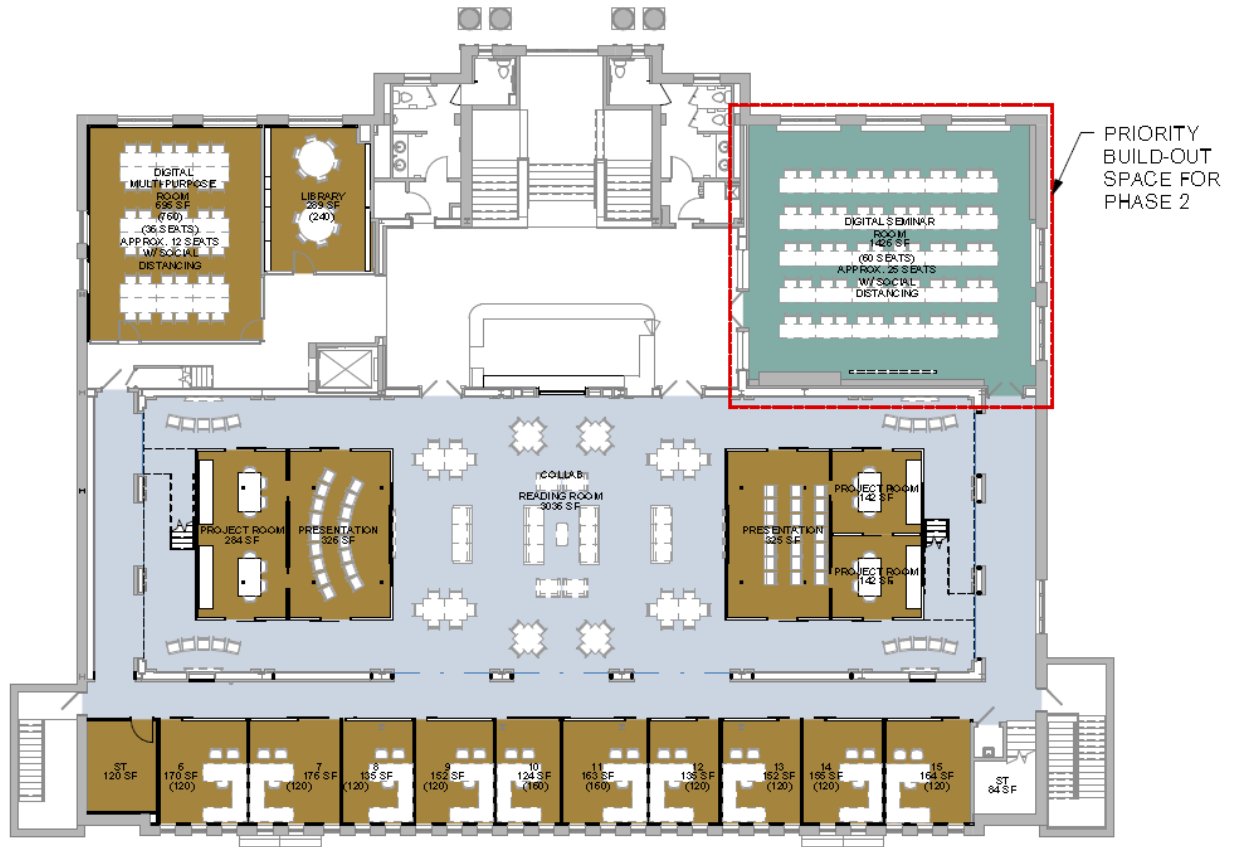
*FIRST FLOOR PLAN – PHASE 02 & 03*



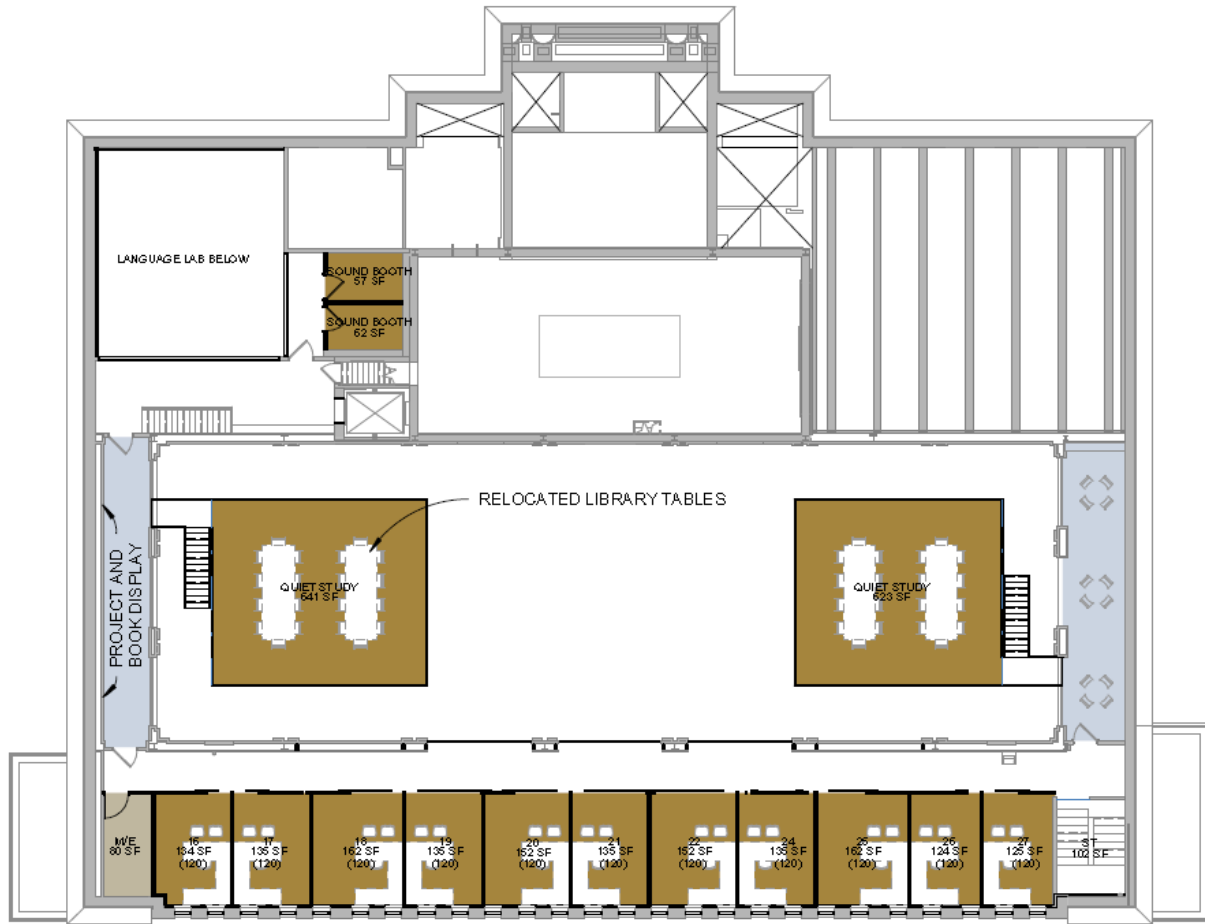
LOWER FLOOR PLAN – PHASE 02



LOWER FLOOR PLAN - PHASE 03



SECOND FLOOR PLAN - PHASE 02 & 03



THIRD FLOOR PLAN - PHASE 03

SOUTH DAKOTA BOARD OF REGENTS

Budget & Finance

AGENDA ITEM: 7 – H
DATE: December 9-10, 2020

SUBJECT:

SDSMT Devereaux Library Renovation – Facility Design Plan

CONTROLLING STATUTE, RULE, OR POLICY

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

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

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

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

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

BACKGROUND/DISCUSSION

South Dakota Mines is submitting, for approval, its Facility Design Plan (FDP) for the renovation, remodel, and replacement of infrastructure of the Devereaux Library. The South Dakota Legislature approved additional square footage with HB1046 in March 2020, although, this will no longer be needed based on current plans. The Board of Regents approved the Facility Program Plan (FPP) for this project in December 2019. South Dakota Mines is seeking to transform the library to a student hub providing central services (i.e. testing, tutoring, mentoring, IT help desk, math lab, makerspace and career and professional services) for student success. This project will also complete much needed maintenance/repair and ADA improvements.

Changes from Facility Program Plan (FPP)

The main change that has occurred since the Facility Program Plan is that the addition has been removed. It was determined that more could be accomplished by leaving the elevator in the current location and opening the walls for windows to allow for more natural light. The library portion of the building will exist on the top floor only allowing for a math lab and maker space on the second floor.

(Continued)

DRAFT MOTION 20201209_7-H:

I move to approve SDSMT's Facility Design Plan for the Devereaux Library Renovation at a cost not to exceed \$6,595,000.

The project will also request an exemption from LEED certification. SDCL 5-14-33 requires all buildings to be LEED certified; however, the law also allows for exemptions in certain situations. The project scope does not allow for the entire building envelope to be updated, so the heating and cooling loads are unable to be reduced, making LEED Silver unobtainable.

COST ESTIMATE

The initial cost estimate in the FPP was \$5M excluding FF&E and was prepared in cooperation with Strang and CO-OP Architecture. The current estimate is \$5.85M excluding FF&E. The main causes of the cost increase are the additional work to the library floor (now only on one floor), elevator shaft, and further refinement of the mechanical/electrical/plumbing design.

CURRENT PROJECT FUNDING	\$6,500,000
Total Construction Cost	\$4,888,000
Geotechnical/Testing/Miscellaneous	\$30,000
Building Commissioning	\$48,000
Lead & Asbestos Removal	\$50,000
OSE Fees	\$40,000
Architect/Engineer Fees	\$394,000
Construction Contingency (~5%)	\$250,000
Bidding Contingency (~3%)	\$150,000
ESTIMATED PROJECT COSTS	\$5,850,000
Furniture, Fixture, & Equipment (FF&E)	\$745,000
TOTAL ESTIMATED PROJECT COSTS	\$6,595,000

ALTERNATES

- Alternate #1 - Lower Level Bathroom
- Alternate #2 - Reduction of Exterior Glazing

Several alternates have been determined to ensure project stays within budget.

FUNDING SOURCES

- \$4.0M from the FY21 Higher Education Facilities Fund (HEFF) M&R bonds.
- \$1.0M will come from FY20 General M&R funds.
- \$1.0M private donations from the South Dakota Mines Center for Alumni Relations & Advancement (CARA).
- \$100K from Auxiliary revenues for FF&E related to dining services (coffee shop)
- \$500K from FY22 HEFF M&R.

IMPACT AND RECOMMENDATIONS

The library renovation will complete much needed maintenance/repair and ADA access needs within the building. The change of use to student success will provide central services and needed support to the students to improve enrollment, retention, and graduation rates. The building was completed in 1970 and still has original systems. Utilities are projected to decrease with the installation of energy efficiency equipment and LED lighting. No new custodial/janitorial staff will be required to maintain the renovated building. Given the needed improvements and the reduction in demand of future M&R work, approval of the design plan is recommended.

ATTACHMENTS

Attachment I – Devereaux Library Renovation Facility Design Plan

Attachment II – Renderings

Attachment III – Architectural Floor Plans & Design

Attachment IV – Mechanical Electrical Design

Attachment V – HB1045

FACILITY DESIGN PLAN

Devereaux Library Renovation

SOUTH DAKOTA MINES

Introduction:

South Dakota Mines requests approval of the Facility Design Plan for the Renovation of the Devereaux Library. The Preliminary Facility Statement and Facility Program Plan were approved at the Board's December 2019 meeting. The Building Committee met on November 17th and approved the Facility Design Plan. The estimated cost of the project is \$5.85M which has increased from the Facility Program Plan. The main causes of the increase in costs are the additional work to the library floor (now only on one floor), elevator shaft, and further refinement of the mechanical/electrical/plumbing design. A small addition to the building was approved during the 2020 session with HB1046. However, after further design work, it was determined that the current location of the elevator could be modified to best use space and the walls of the building could be opened to provide more natural light to improve the overall building which was the intent of the addition. There are also recently addressed drainage issues around the building that will not have to be changed.

The Devereaux Library is a 57,615 square foot building constructed in 1970. The garden level of the building was renovated in 2016 to house the Department of Industrial Engineering and the third floor was renovated in 2004 for use by the library. Major updates are necessary on the first and second floors to bring the building up to modern standards, meet ADA requirements, and complete needed maintenance/repair. The third floor also needs updates to lighting and architectural for the library operation. The programmatic emphasis of this building will change based on best practices in higher education for library spaces. The building will be transformed into a student hub to provide centralized services for student success (i.e. testing, tutoring, mentoring, IT help desk, and career and professional services), along with the much-needed library services. With the library space located only on the top floor of the building, space was available for a math lab and makerspace on the 2nd floor to further enhance the student success initiative on the Mines campus. The changes in use to student success is anticipated to help improve enrollment, retention, and graduation rates.

a. Architectural, mechanical, and electrical schematic design:

The renovation will take place within the current Devereaux Library. The Devereaux Library is located on the central north side of the South Dakota Mines campus in Rapid City, South Dakota. Schematic drawings prepared by Strang and CO-OP Architecture showing site plans, floor plans, elevations and renderings are attached.

b. Changes from facility program plan:

There will no longer be an addition for the elevator for the project to best use space. The elevator location will be left in place, but the shaft will have to be increased to meet ADA requirements. The structural architect determined that the walls could be opened to bring additional natural light into the building instead of the addition. The

library portion of the building will exist on the top floor only, which is a change from the program plan. A math lab and maker space have been added to the second floor with this change.

The project will also request to pursue an exemption from LEED certification. SDCL 5-14-33 requires all buildings to be LEED certified; however, the law also allows for exemptions in certain situations. The project scope does not allow for the entire building envelope to be updated, so the heating and cooling loads are unable to be reduced making LEED Silver unobtainable.

c. Impact to existing building or campus-wide heating/cooling/electrical systems:

The electrical service to the building will be updated. The cooling and heating systems are already connected to the efficient central plant which both have adequate capacity available. There may be some additional load with the window change and meeting current day ventilation requirements. Overall, the operating and utility costs should decrease with more efficient equipment and LED lighting. The building will continue to be connected to the campus Building Management system.

d. Total project cost estimates:

The cost estimate is \$5.85M with bid and construction contingency. The project will be funded from \$4M in system maintenance and repair bonds, \$1M FY20 General M&R funds, \$500K FY22 HEFF M&R funds, \$100K Auxiliary revenues, and \$1M in donations from the South Dakota Mines Center for Alumni Relations & Advancement (CARA). The following is the breakdown of the project estimate:

CURRENT PROJECT FUNDING	\$6,500,000
Total Construction Cost	\$4,888,000
Geotechnical/Testing/Miscellaneous	\$30,000
Building Commissioning	\$48,000
Lead & Asbestos Removal	\$50,000
OSE Fees	\$40,000
Architect/Engineer Fees	\$394,000
Construction Contingency (~5%)	\$250,000
Bidding Contingency (~3%)	\$150,000
ESTIMATED PROJECT COSTS	\$5,850,000
Furniture, Fixture, & Equipment (FF&E)	\$745,000
TOTAL ESTIMATED PROJECT COSTS	\$6,595,000

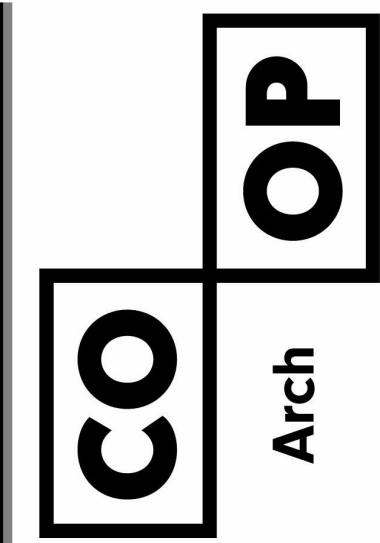
Several alternates have been identified to ensure project stays within budget.

Alternate #1 - Lower Level Bathroom

Alternate #2 - Reduction of Exterior Glazing

e. Changes from cost estimate for operational or M&R expenses:

There are no changes from the facility program plan.



1108 S. Main St. 102
Aberdeen, SD 57401
Phone: 605-725-4852

601 Kansas City St. 7
Rapid City, SD 57701
Phone: 605-716-3652

300 N. Phillips Ave. 120
Sioux Falls, SD 57104
Phone: 605-334-9999

co-oparch.com



811 East Washington Ave. 200
Madison, WI 53703
Phone: 608-276-9200

W238N1610 Busse Rd. 102
Waukesha, WI 53188
Phone: 262-875-6760

strang-inc.com

CO-OP PROJECT NO: 1936

PRELIMINARY
NOT FOR
CONSTRUCTION

ISSUE:	
10-30-20	DESIGN DEVELOPMENT
REVISION SCHEDULE:	
REV. #	REV. DATE

PROJECT:

SDSMT DEVEREAUX LIBRARY
PHASE 1
SOUTH DAKOTA SCHOOL OF
MINES AND TECHNOLOGY
RAPID CITY, SOUTH DAKOTA

SHEET TITLE:

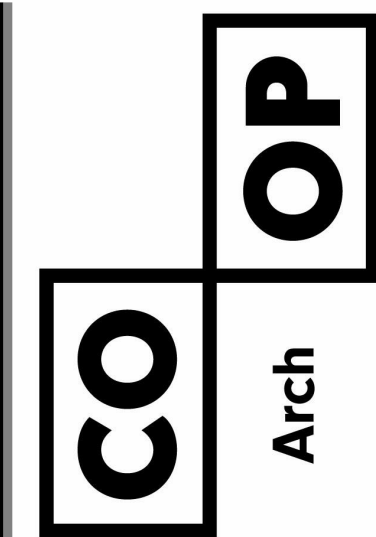
RENDERING - SE CORNER

A1



1 SE Corner - Rendered

12" = 1'-0"



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PRELIMINARY
NOT FOR
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ISSUE:	
10-30-20	DESIGN DEVELOPMENT
REVISION SCHEDULE:	
REV. #	REV. DSC. REV. DATE

PROJECT:
SDSMT DEVEREAUX LIBRARY
PHASE 1
SOUTH DAKOTA SCHOOL OF
MINES AND TECHNOLOGY
RAPID CITY, SOUTH DAKOTA

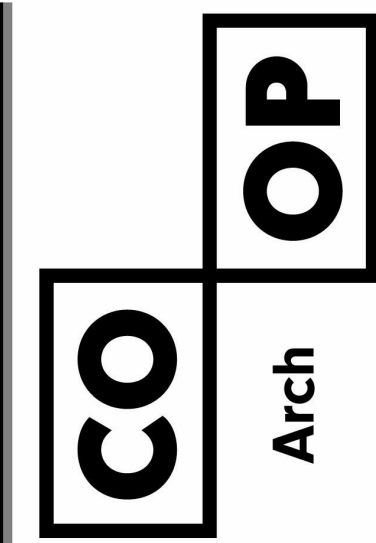
SHEET TITLE:
RENDERING - SOUTH
ELEVATION

A2



1 South Elevation - Rendered

12" = 1'-0"



1108 S. Main St. 102
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ISSUE:	
10-30-20	DESIGN DEVELOPMENT
REVISION SCHEDULE:	
REV. #	REV. DSC. REV. DATE

PROJECT:

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PHASE 1
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MINES AND TECHNOLOGY
RAPID CITY, SOUTH DAKOTA

SHEET TITLE:

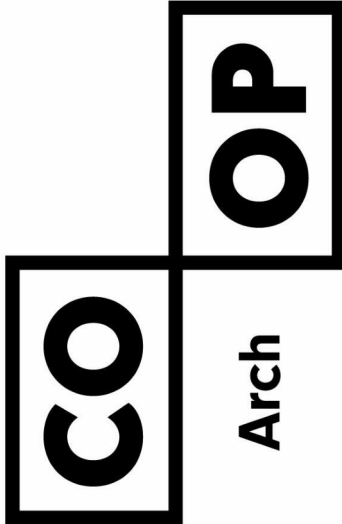
RENDERING - SW CORNER

A3



1 SW Corner - Rendered
1/2" = 1'-0"

KEYNOTE SCHEDULE



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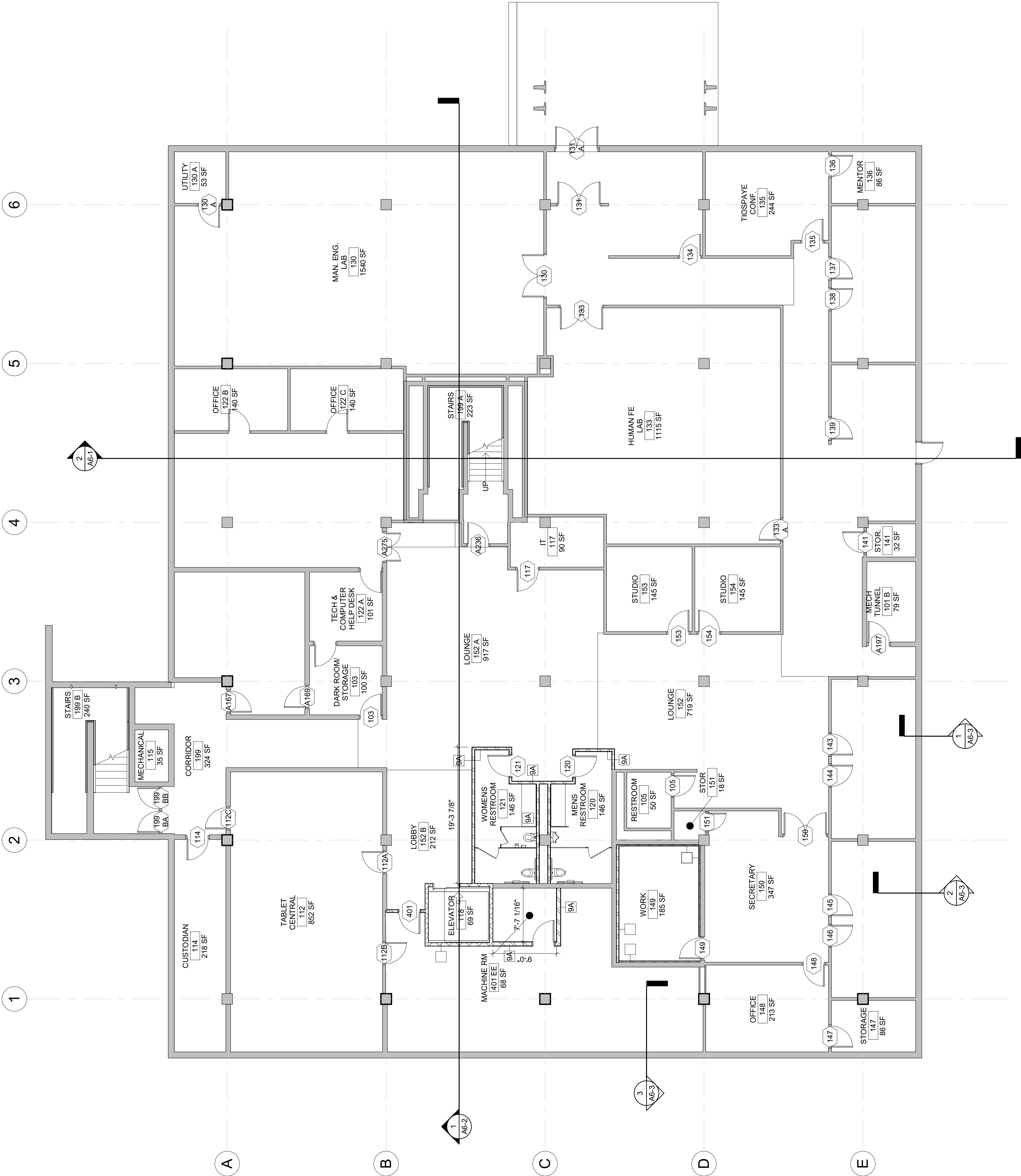
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REV. # REV. DSC. REV. DATE

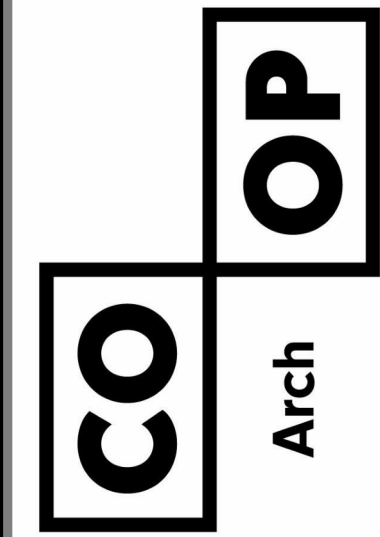
PROJECT:
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SOUTH DAKOTA SCHOOL OF
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SHEET TITLE:
LOWER LEVEL PLAN

A1-0





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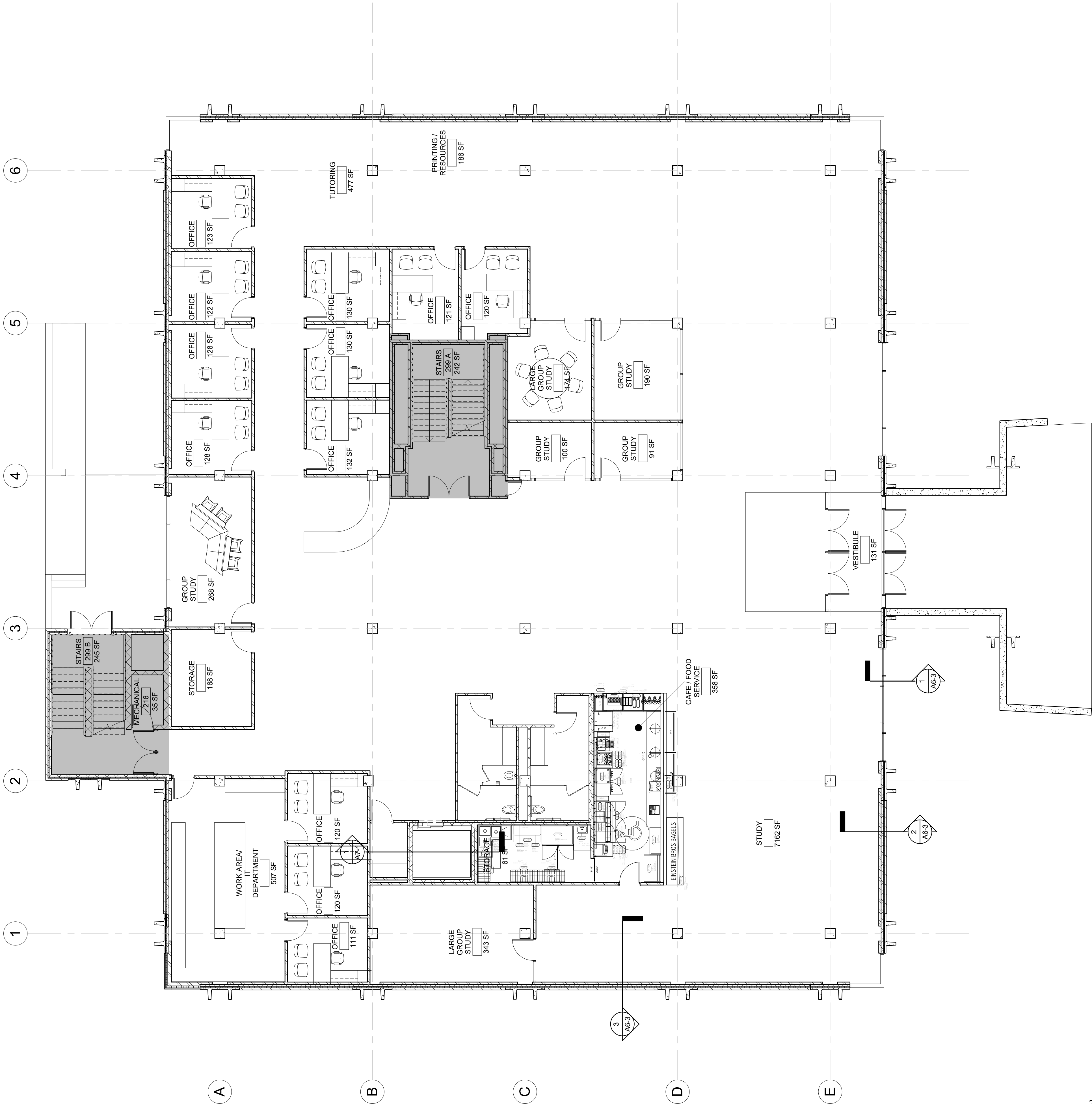
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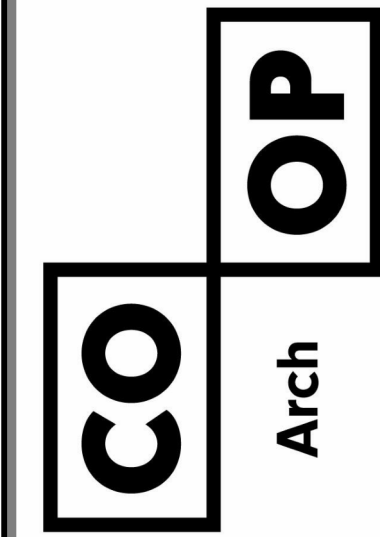
ISSUE:	
11-04-2020	DESIGN DEVELOPMENT
REVISION SCHEDULE:	
REV. #	REV. DSC. REV. DATE

PROJECT:
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SHEET TITLE:
FIRST FLOOR FURNITURE PLAN

A1-1.1





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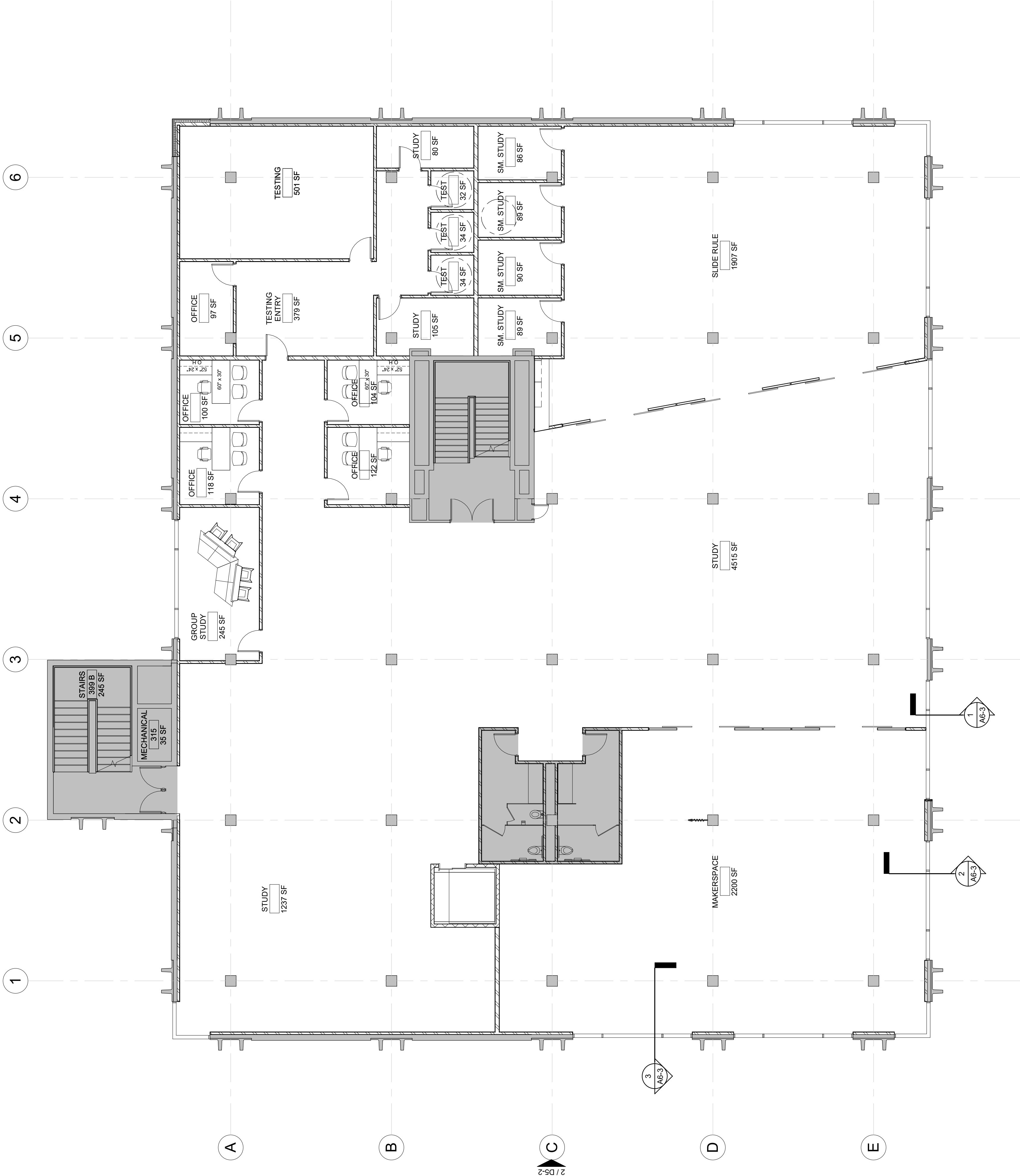
ISSUE:	
11-04-2020	DESIGN DEVELOPMENT
REVISION SCHEDULE:	
REV. #	REV. DSC. REV. DATE

PROJECT:
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SHEET TITLE:
SECOND FLOOR FURNITURE
PLAN

A1-2.1



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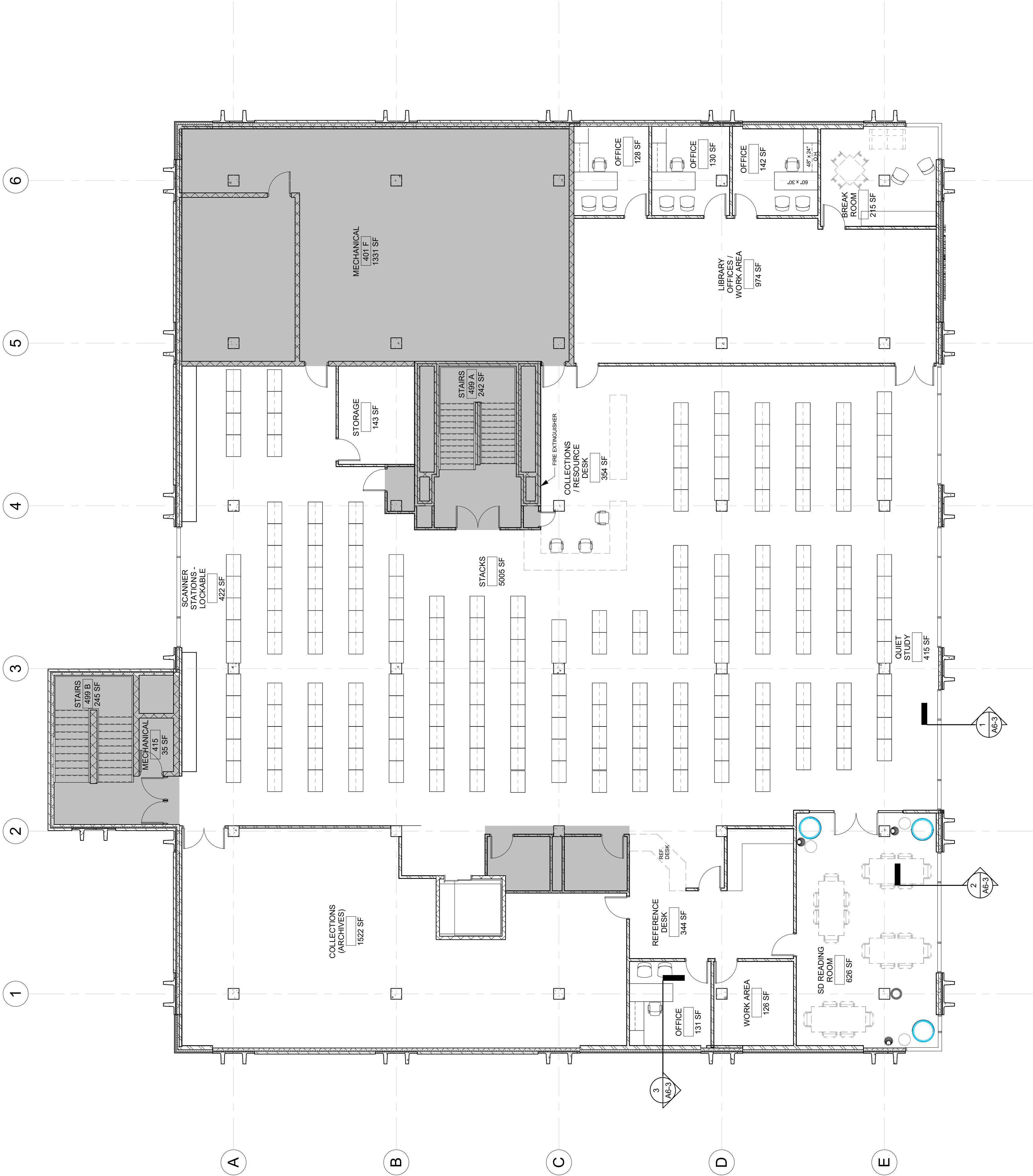
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CONSTRUCTION

ISSUE:	11-04-2020 DESIGN DEVELOPMENT		
	REV. #	REV. DSC.	REV. DATE
REVISION SCHEDULE:			

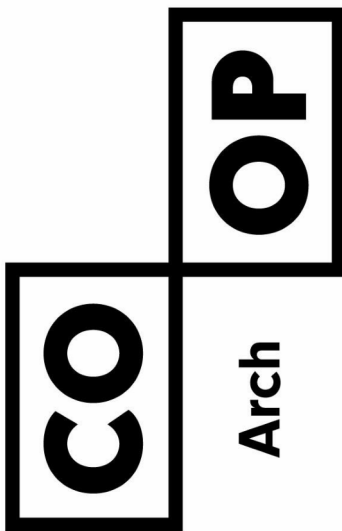
PROJECT:
SDSMT DEVEREAUX LIBRARY
SOUTH DAKOTA SCHOOL OF
MINES AND TECHNOLOGY
RAPID CITY, SOUTH DAKOTA

SHEET TITLE:
THIRD FLOOR FURNITURE PLAN

A1-3.1



KEYNOTE SCHEDULE



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11-04-2020 DESIGN DEVELOPMENT

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REV. # REV. DSC. REV. DATE

PROJECT:
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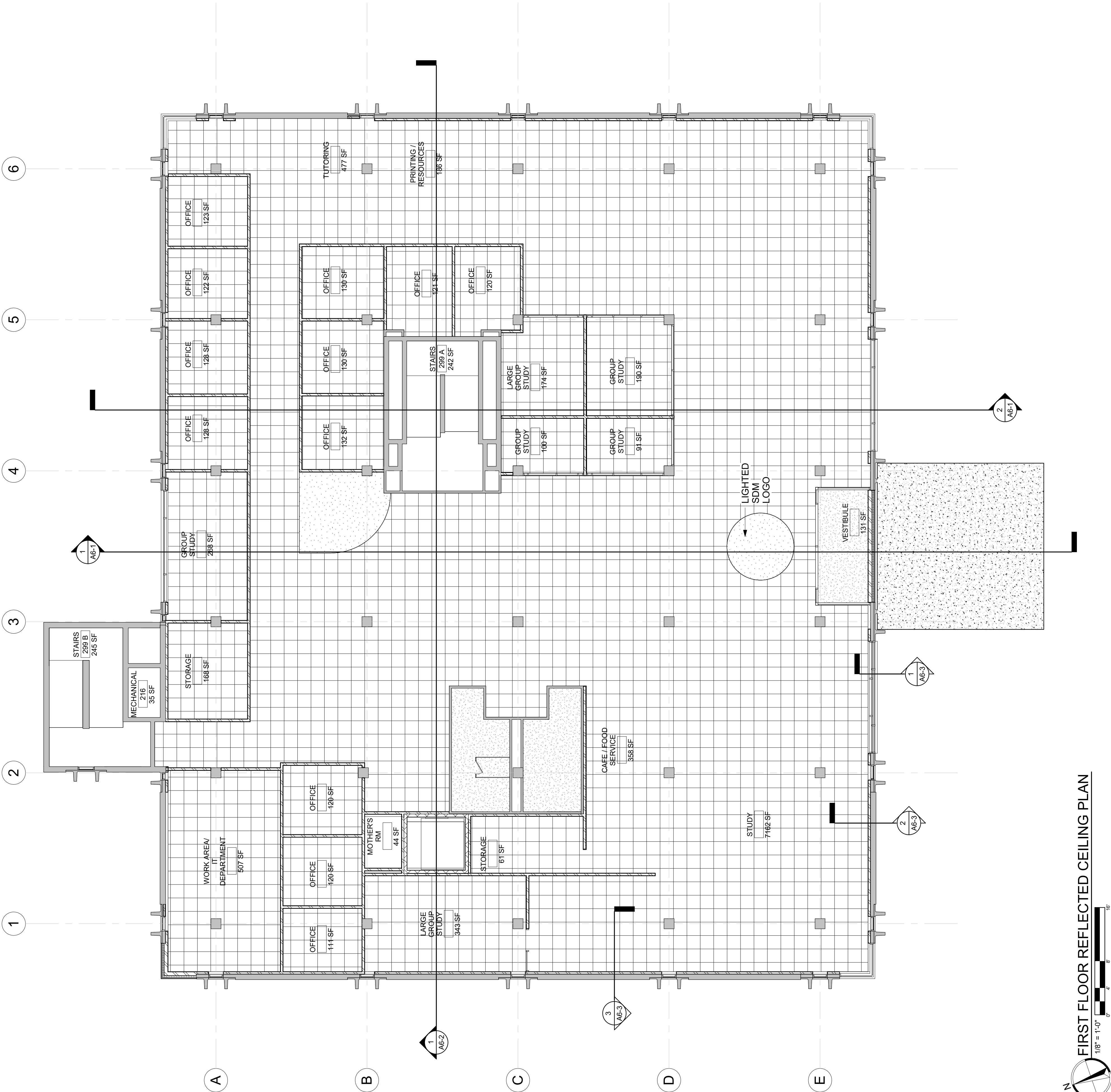
SOUTH DAKOTA SCHOOL OF
MINES AND TECHNOLOGY
RAPID CITY, SOUTH DAKOTA

SHEET TITLE:
FIRST FLOOR REFLECTED
CEILING PLAN

A3-2

GENERAL NOTES

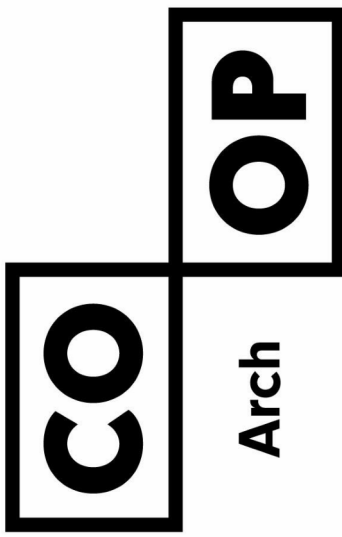
1. SEE CIVIL STRUCTURAL, MECHANICAL, AND ELECTRICAL FOR ADDITIONAL INFORMATION AND COORDINATION.
2. ALL DIMENSIONS ARE FROM FACE OF FRAMING U.N.O.
3. RESTROOM WALLS ARE SOUND INSULATED AND EXTEND TO THE DECK.
4. VERIFY DRYWALL CONTROL JOINT LOCATIONS w/ARCHITECT ON SITE PRIOR TO INSTALLATION. THIS INCLUDES, BUT IS NOT LIMITED TO, CONTROL JOINTS AT CORNERS, WALLS, AND CEILING. ALL CONTROL JOINTS SHALL BE GIVEN TO LOCATING FROM DOOR HEAD TO CEILING. CONSIDERATION SHALL ALSO BE GIVEN TO LOCATING CONTROL JOINTS FROM FLOOR TO CEILING AT EITHER EDGE OF LARGE WINDOW OPENINGS.
5. COORDINATE ALL CHASE SIZES AND LOCATIONS W/ MECHANICAL. PROVIDE CHASES AT ALL EXPOSED MECHANICAL & ELECTRICAL WITH ADJACENT WALL MATERIAL AS REQUIRED.
6. PROVIDE WATER-RESISTANT GYPSUM BOARD PANELS AT ALL BATHROOM WALLS AND ANY WALLS EXPOSED TO MOISTURE.
7. PROVIDE GLASS-MATT FACED GYPSUM SHEATHING BEHIND TILE FINISHES AT ALL SHOWERS AND BATHTUBS.



FIRST FLOOR REFLECTED CEILING PLAN

1/8" = 1'-0"

KEYNOTE SCHEDULE



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PROJECT:
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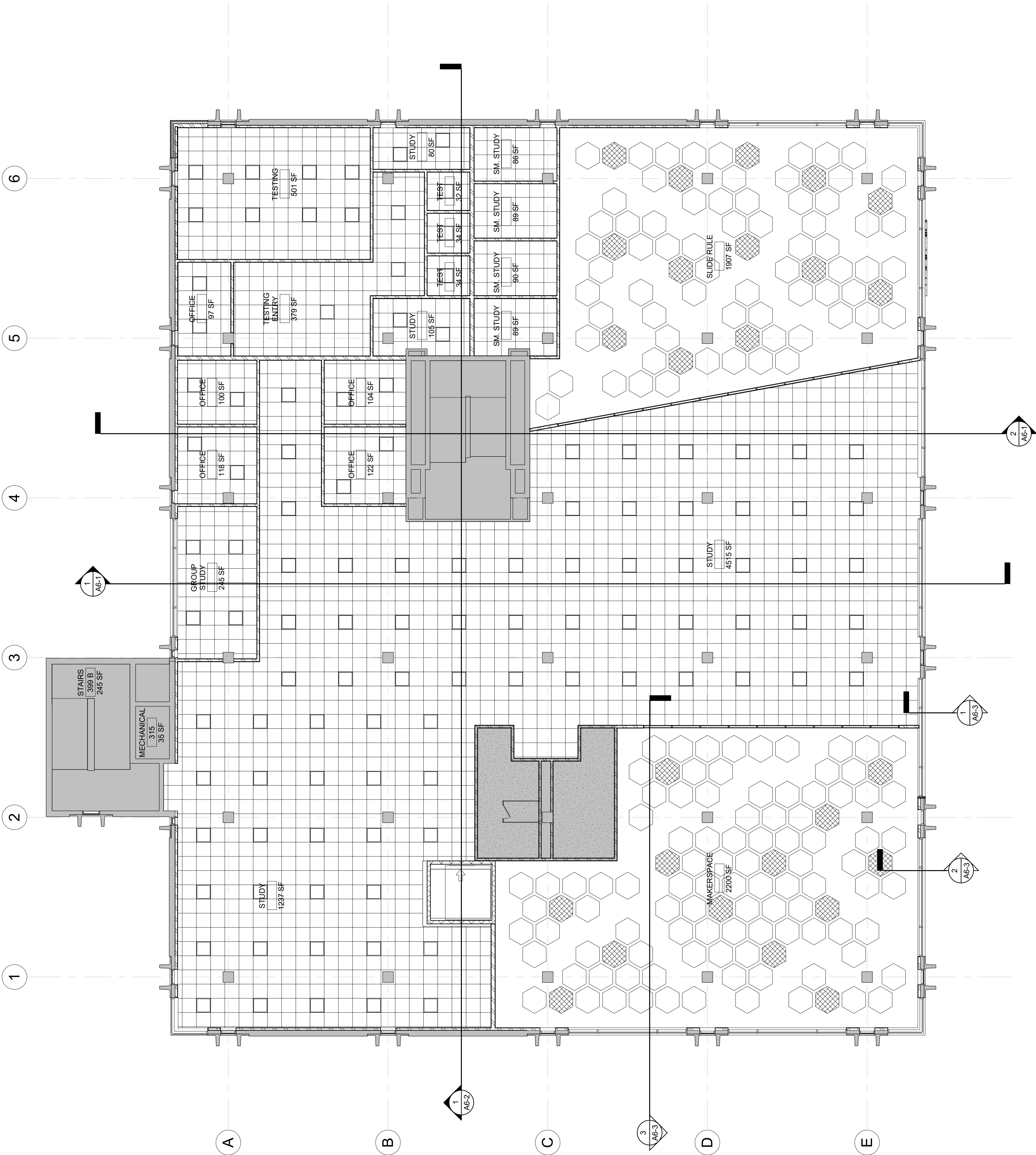
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RAPID CITY, SOUTH DAKOTA

SHEET TITLE:
SECOND FLOOR REFLECTED
CEILING PLAN

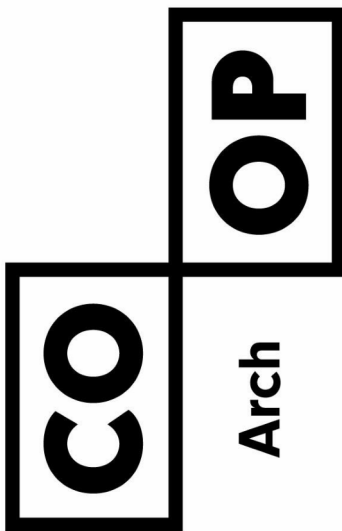
A3-3

GENERAL NOTES

1. SEE CIVIL, STRUCTURAL, MECHANICAL, AND ELECTRICAL FOR ADDITIONAL INFORMATION AND COORDINATION.
2. ALL DIMENSIONS ARE FROM FACE OF FRAMING U.N.O.
3. RESTROOM WALLS ARE SOUND INSULATED AND EXTEND TO THE DECK.
4. VERIFY DRYWALL CONTROL JOINT LOCATIONS w/ARCHITECT ON SITE PRIOR TO INSTALLATION. THIS INCLUDES, BUT IS NOT LIMITED TO, CONTROL JOINTS AT CORNERS, INTERSECTIONS, AND PERIMETER LOCATIONS. ALL JOINTS ARE TO BE REINFORCED WITH MESH TAPE.
5. FROM DOOR HEAD TO CEILING, CONSIDERATION SHALL ALSO BE GIVEN TO LOCATING CONTROL JOINTS FROM FLOOR TO CEILING AT EITHER EDGE OF LARGE WINDOW OPENINGS.
6. COORDINATE ALL CHASE SIZES AND LOCATIONS W/ MECHANICAL. PROVIDE CHASES AT ALL EXPOSED MECHANICAL & ELECTRICAL WITH ADJACENT WALL MATERIAL AS REQUIRED. PROVIDE WATER-RESISTANT GYPSUM BOARD PANELS AT ALL BATHROOM WALLS AND ANY WALLS EXPOSED TO MOISTURE.
7. PROVIDE GLASS-MATT FACED GYPSUM SHEATHING BEHIND TILE FINISHES AT ALL SHOWERS AND BATHTUBS.



KEYNOTE SCHEDULE



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11-04-2020 DESIGN DEVELOPMENT

REVISION SCHEDULE:
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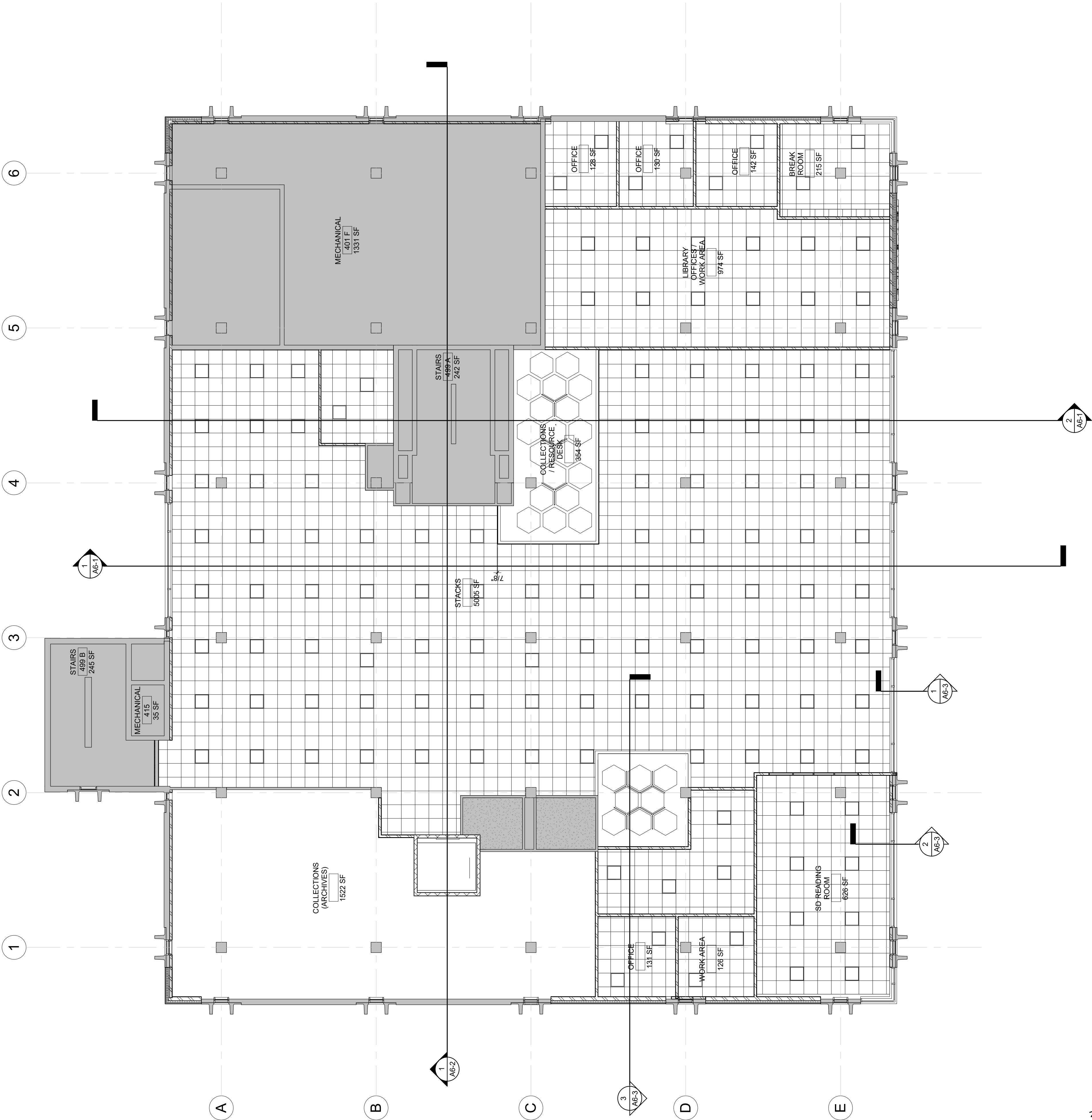
SOUTH DAKOTA SCHOOL OF
MINES AND TECHNOLOGY
RAPID CITY, SOUTH DAKOTA

SHEET TITLE:
THIRD FLOOR REFLECTED
CEILING PLAN

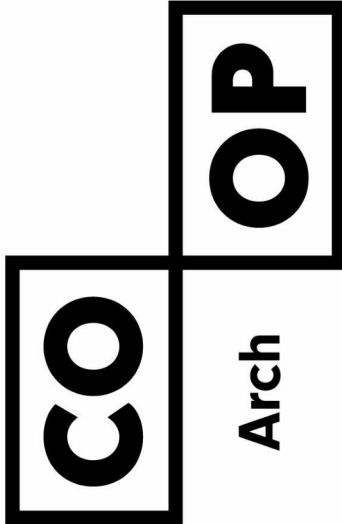
A3-4

GENERAL NOTES

1. SEE CIVIL, STRUCTURAL, MECHANICAL, AND ELECTRICAL FOR ADDITIONAL INFORMATION AND COORDINATION.
2. ALL DIMENSIONS ARE FROM FACE OF FRAMING U.N.O.
3. RESTROOM WALLS ARE SOUND INSULATED AND EXTEND TO THE DECK.
4. VERIFY DRYWALL CONTROL JOINT LOCATIONS W/ARCHITECT ON SITE PRIOR TO INSTALLATION. THIS INCLUDES, BUT IS NOT LIMITED TO, CONTROL JOINTS AT CORNERS, INTERSECTIONS, AND AT ALL WALL/CEILING AND FLOOR/WALL INTERSECTIONS. PROVIDE GYPSUM SHEATHING FROM DOOR HEAD TO CEILING. CONSIDERATION SHALL ALSO BE GIVEN TO LOCATING CONTROL JOINTS FROM FLOOR TO CEILING AT EITHER EDGE OF LARGE WINDOW OPENINGS.
5. COORDINATE ALL CHASE SIZES AND LOCATIONS W/ MECHANICAL. PROVIDE CHASES AT ALL EXPOSED MECHANICAL & ELECTRICAL WITH ADJACENT WALL MATERIAL AS REQUIRED. PROVIDE WATER RESISTANT GYPSUM BOARD PANELS AT ALL BATHROOM WALLS AND ANY WALLS EXPOSED TO MOISTURE.
6. PROVIDE GLASS-MATT FACED GYPSUM SHEATHING BEHIND TILE FINISHES AT ALL SHOWERS AND BATHTUBS.



KEYNOTE SCHEDULE



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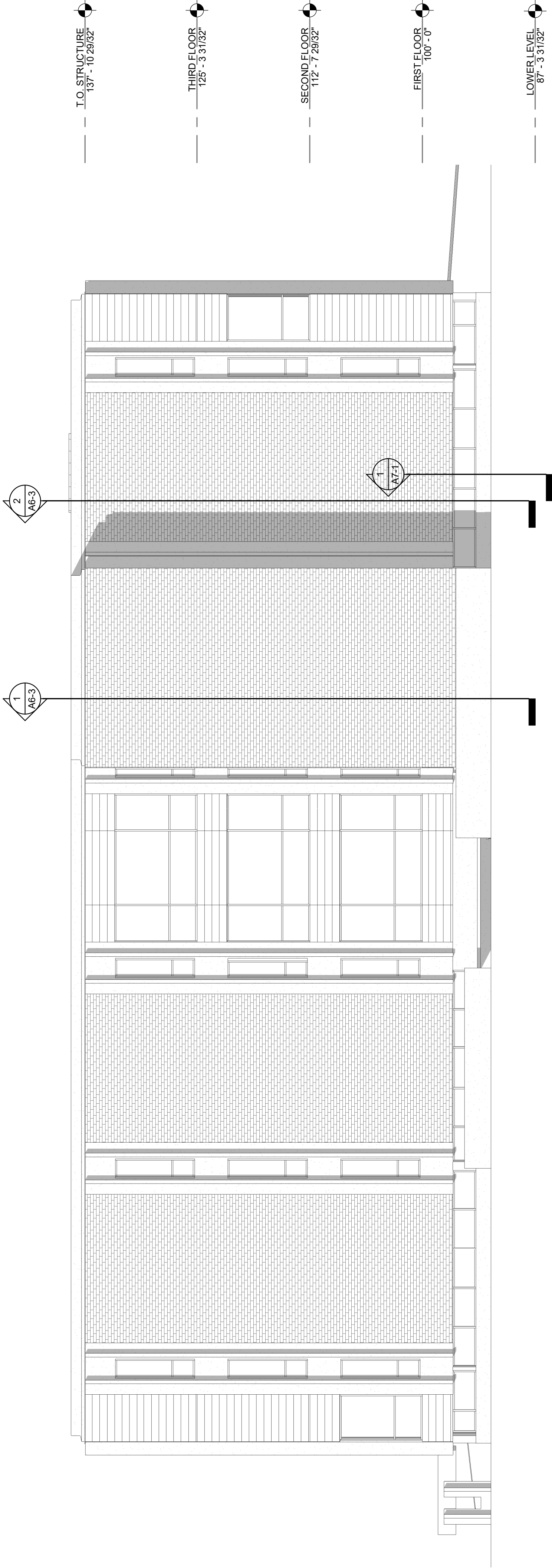
ISSUE:	
11-04-2020	DESIGN DEVELOPMENT
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REV. #	REV. DSC. REV. DATE

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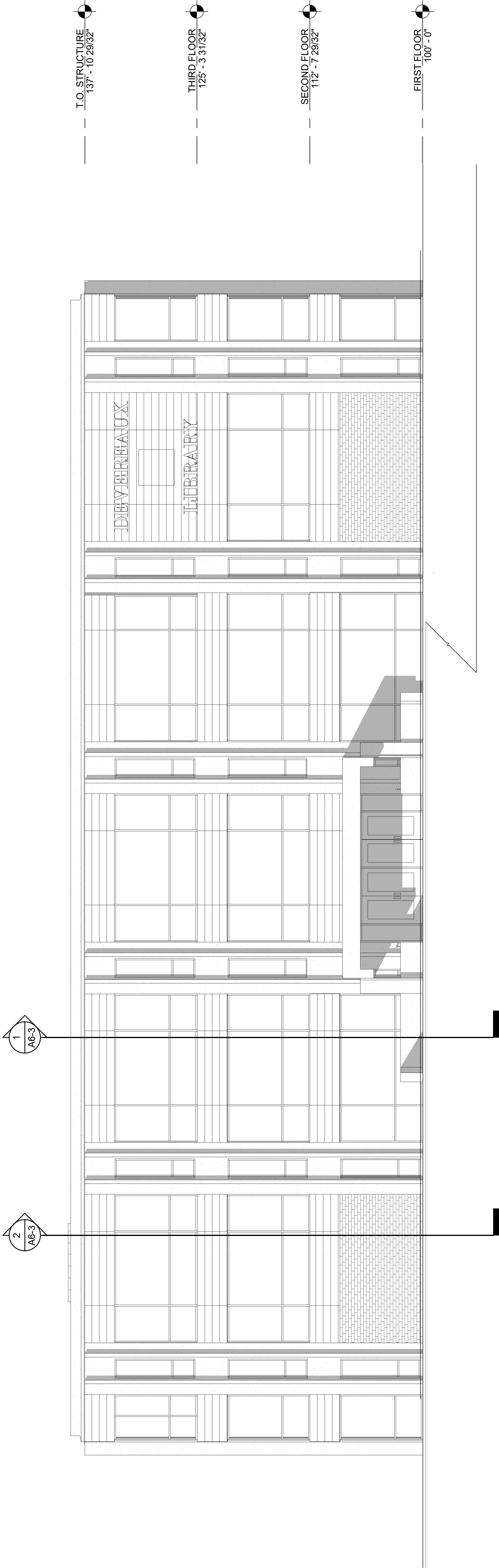
SOUTH DAKOTA SCHOOL OF
MINES AND TECHNOLOGY
RAPID CITY, SOUTH DAKOTA

SHEET TITLE:
EXTERIOR ELEVATIONS

A5-1



1 NORTH ELEVATION
1/8" = 1'-0"

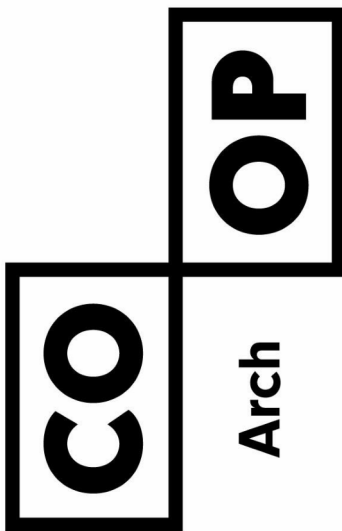


2 SOUTH ELEVATION
1/8" = 1'-0"

GENERAL NOTES

1. SEE SITE PLAN FOR ADDITIONAL INFORMATION REGARDING CONSTRUCTION LIMITS, STAGING, LAWN IRRIGATION, SOD & LANDSCAPING.
2. SEE CIVIL STRUCTURAL, MECHANICAL, AND ELECTRICAL FOR ADDITIONAL INFORMATION AND COORDINATION.
3. THE AIR & MOISTURE WEATHER BARRIER IS TO BE CONTINUOUS FROM THE BASE OF THE WALLS UP TO & TYING INTO THE ROOF BARRIER SYSTEM.

KEYNOTE SCHEDULE



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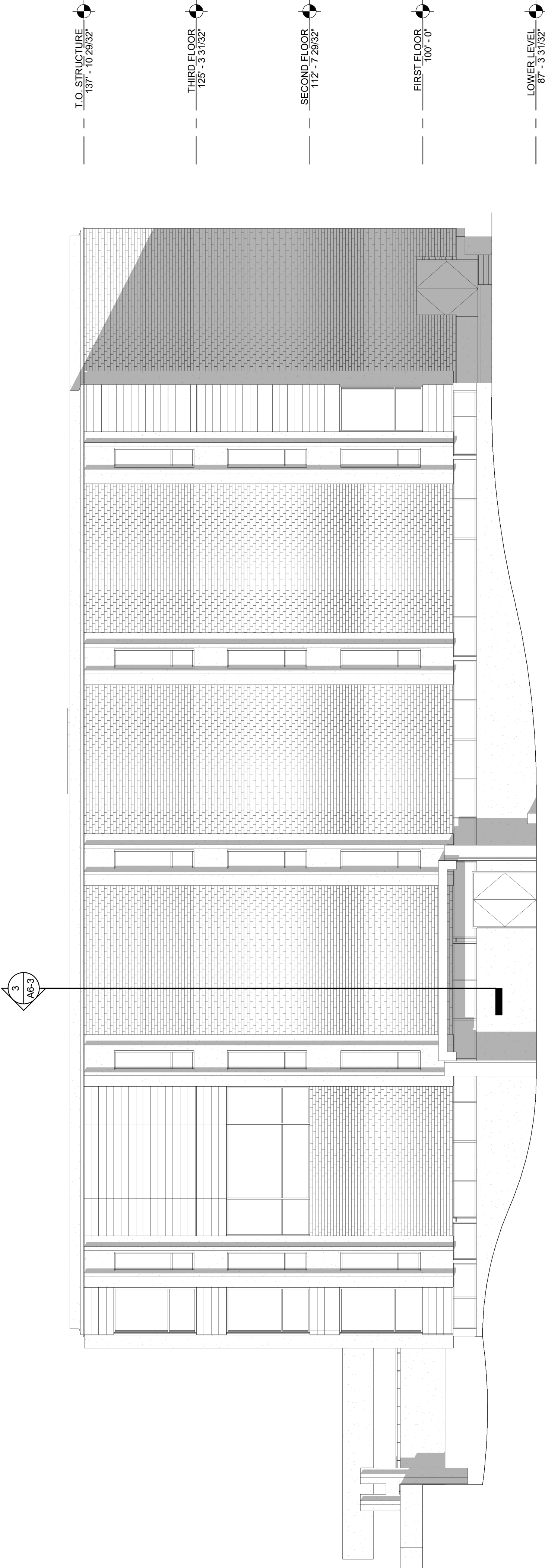
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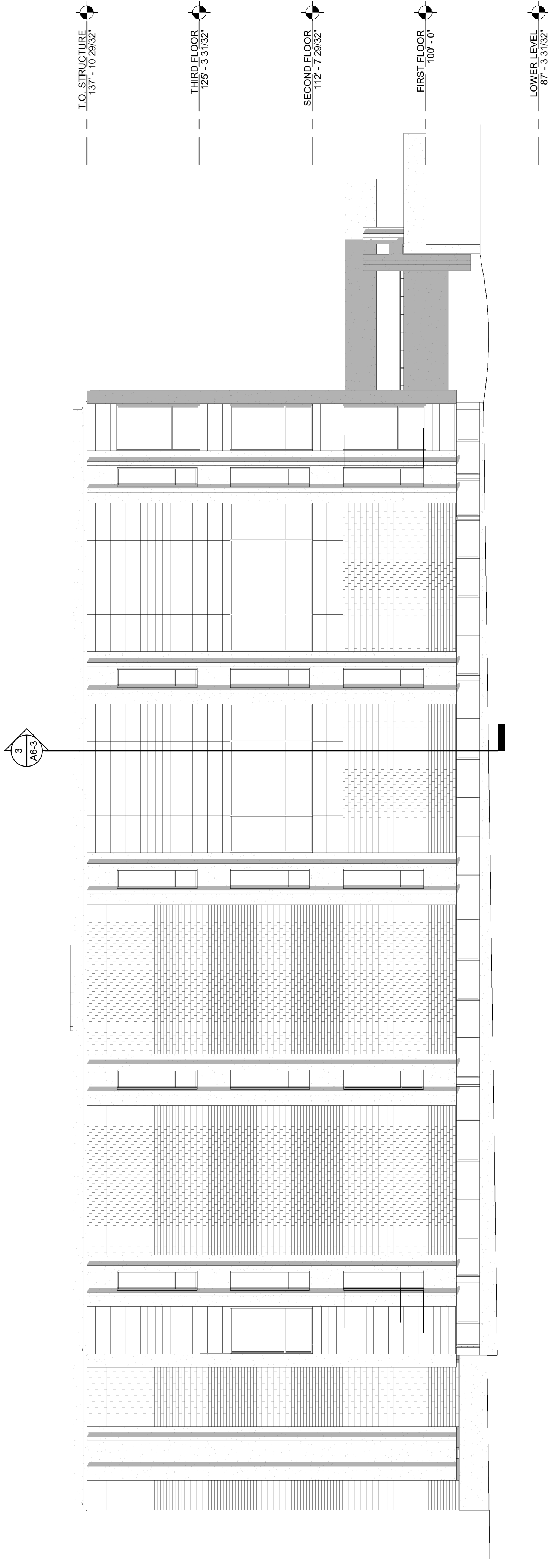
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GENERAL NOTES

1. SEE SITE PLAN FOR ADDITIONAL INFORMATION REGARDING CONSTRUCTION LIMITS, STAGING, LAWN IRRIGATION, SOD & LANDSCAPING.
2. SEE CIVIL STRUCTURAL, MECHANICAL, AND ELECTRICAL FOR ADDITIONAL INFORMATION AND COORDINATION.
3. THE AIR & MOISTURE WEATHER BARRIER IS TO BE CONTINUOUS FROM THE BASE OF THE WALLS UP TO & TYING INTO THE ROOF BARRIER SYSTEM.



1 EAST ELEVATION
1/8" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"

CO-OP PROJECT NO: 1936

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ISSUE:	
11-04-2020	DESIGN DEVELOPMENT
REVISION SCHEDULE:	
REV. #	REV. DSC. REV. DATE

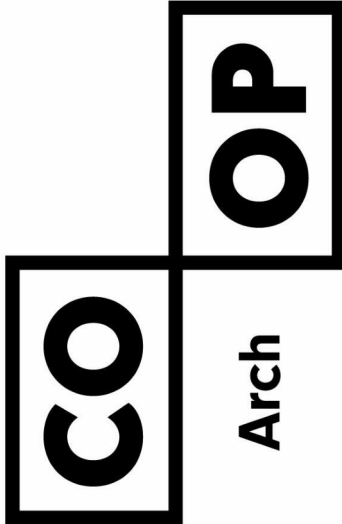
PROJECT:
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SHEET TITLE:
EXTERIOR ELEVATIONS

A5-2

KEYNOTE SCHEDULE



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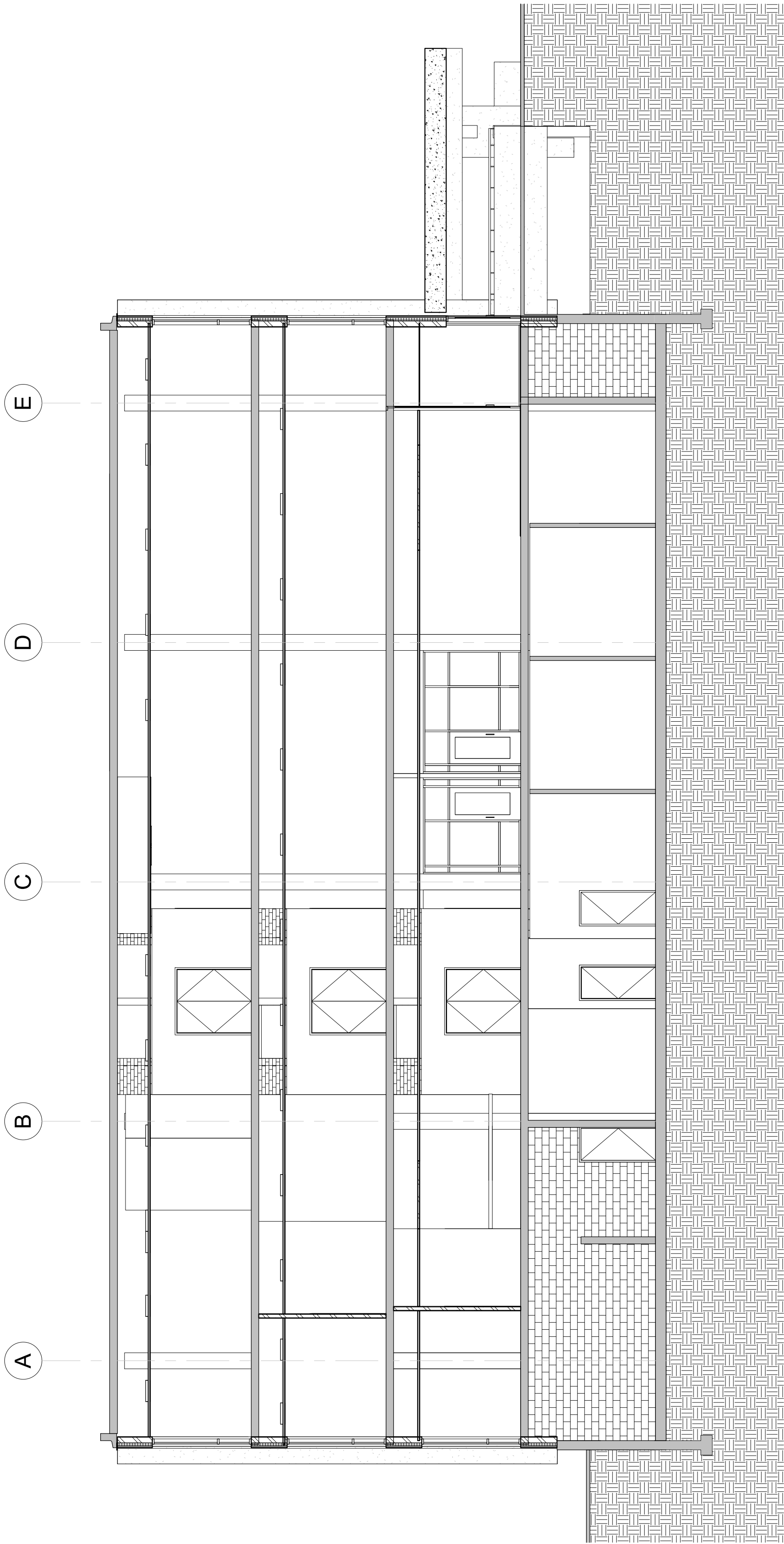
SOUTH DAKOTA SCHOOL OF MINES AND TECHNOLOGY

RAPID CITY, SOUTH DAKOTA

SHEET TITLE:

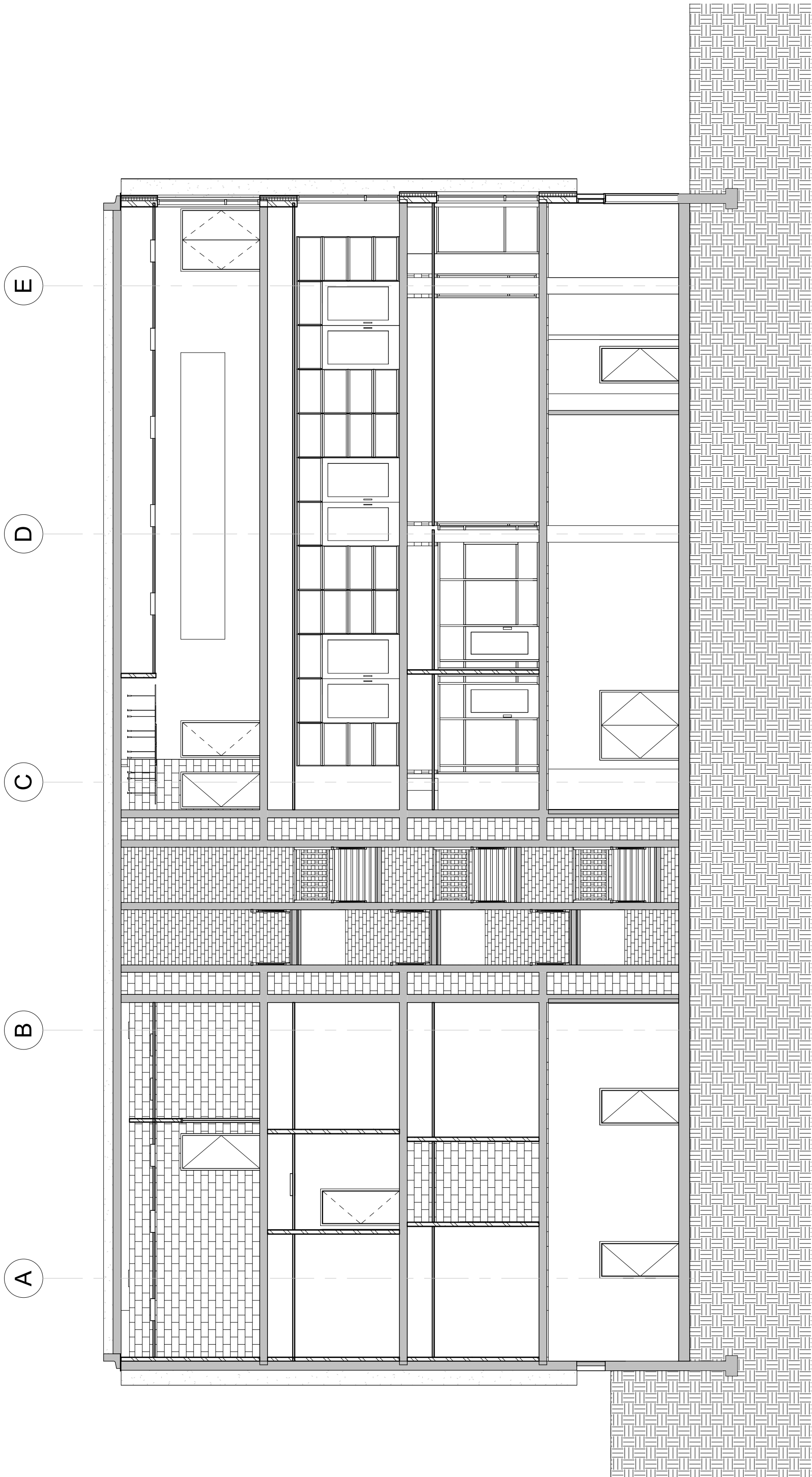
BUILDING SECTIONS & DETAILS

A6-1



Section 1

1/8" = 1'-0"



Section 6

1/8" = 1'-0"

KEYNOTE SCHEDULE

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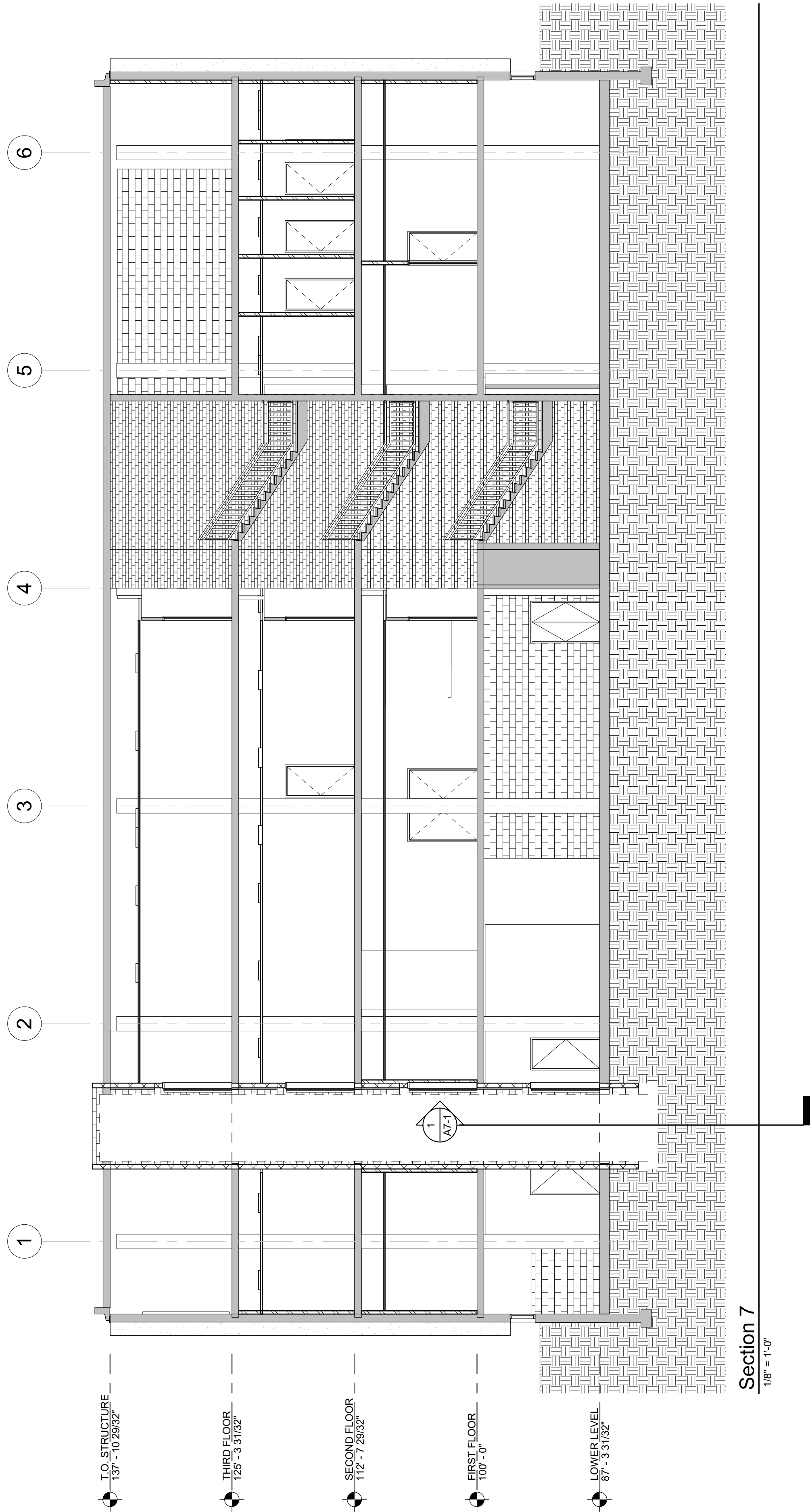
RAPID CITY, SOUTH DAKOTA

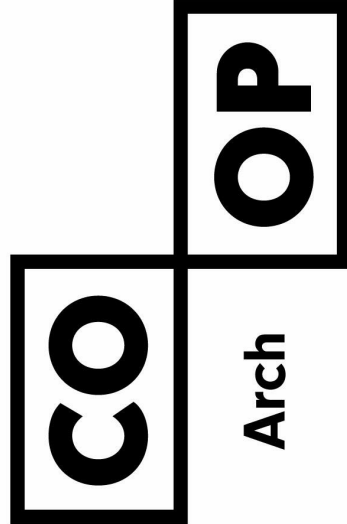
SHEET TITLE:

BUILDING SECTIONS & DETAILS

ATTACHMENT III 19

A6-2





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CO-OP PROJECT NO: 1936

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ISSUE:

Issue Date	Project Status
2023-01-15	On Track
2023-02-01	At Risk
2023-02-15	Completed
2023-03-01	On Track
2023-03-15	At Risk
2023-04-01	Completed
2023-04-15	On Track
2023-05-01	At Risk
2023-05-15	Completed
2023-06-01	On Track
2023-06-15	At Risk
2023-07-01	Completed
2023-07-15	On Track
2023-08-01	At Risk
2023-08-15	Completed
2023-09-01	On Track
2023-09-15	At Risk
2023-10-01	Completed
2023-10-15	On Track
2023-11-01	At Risk
2023-11-15	Completed
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2024-09-15	At Risk
2024-10-01	Completed
2024-10-15	On Track
2024-11-01	At Risk
2024-11-15	Completed
2024-12-01	On Track
2024-12-15	At Risk
2025-01-01	Completed
2025-01-15	On Track
2025-02-01	At Risk
2025-02-15	Completed
2025-03-01	On Track
2025-03-15	At Risk
2025-04-01	Completed
2025-04-15	On Track
2025-05-01	At Risk
2025-05-15	Completed
2025-06-01	On Track
2025-06-15	At Risk
2025-07-01	Completed
2025-07-15	On Track
2025-08-01	At Risk
2025-08-15	Completed
2025-09-01	On Track
2025-09-15	At Risk
2025-10-01	Completed
2025-10-15	On Track
2025-11-01	At Risk
2025-11-15	Completed
2025-12-01	On Track
2025-12-15	At Risk
2026-01-01	Completed
2026-01-15	On Track
2026-02-01	At Risk
2026-02-15	Completed
2026-03-01	On Track
2026-03-15	At Risk
2026-04-01	Completed
2026-04-15	On Track
2026-05-01	At Risk
2026-05-15	Completed
2026-06-01	On Track
2026-06-15	At Risk
2026-07-01	Completed
2026-07-15	On Track
2026-08-01	At Risk
2026-08-15	Completed
2026-09-01	On Track
2026-09-15	At Risk
2026-10-01	Completed
2026-10-15	On Track
2026-11-01	At Risk
2026-11-15	Completed
2026-12-01	On Track
2026-12-15	At Risk
2027-01-01	Completed
2027-01-15	On Track
2027-02-01	At Risk
2027-02-15	Completed
2027-03-01	On Track
2027-03-15	At Risk
2027-04-01	Completed
2027-04-15	On Track
2027-05-01	At Risk
2027-05-15	Completed
2027-06-01	On Track
2027-06-15	At Risk
2027-07-01	Completed
2027-07-15	On Track
2027-08-01	At Risk
2027-08-15	Completed
2027-09-01	On Track
2027-09-15	At Risk
2027-10-01	Completed
2027-10-15	On Track
2027-11-01	At Risk
2027-11-15	Completed
2027-12-01	On Track
2027-12-15	At Risk
2028-01-01	Completed
2028-01-15	On Track
2028-02-01	At Risk
2028-02-15	Completed
2028-03-01	On Track
2028-03-15	At Risk
2028-04-01	Completed
2028-04-15	On Track
2028-05-01	At Risk
2028-05-15	Completed
2028-06-01	On Track
2028-06-15	At Risk
2028-07-01	Completed
2028	

REVISION SCHEDULE:

REV. #

REV. DSC.

REV. DATE

PROJECT:

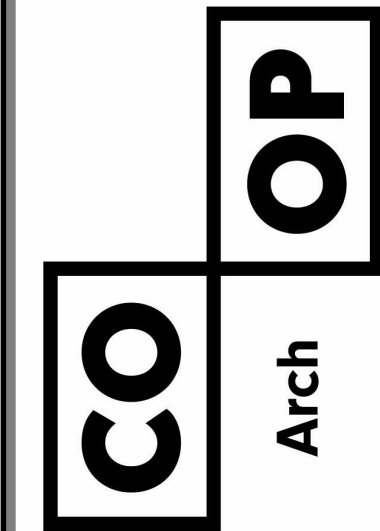
SDSMT DEVEREAUX LIBRARY
PHASE 1
SOUTH DAKOTA SCHOOL OF
MINES AND TECHNOLOGY
RAPID CITY, SOUTH DAKOTA

SHEET TITLE:

FIRST FLOOR PIPING DEMOLITION PLAN

M1-1





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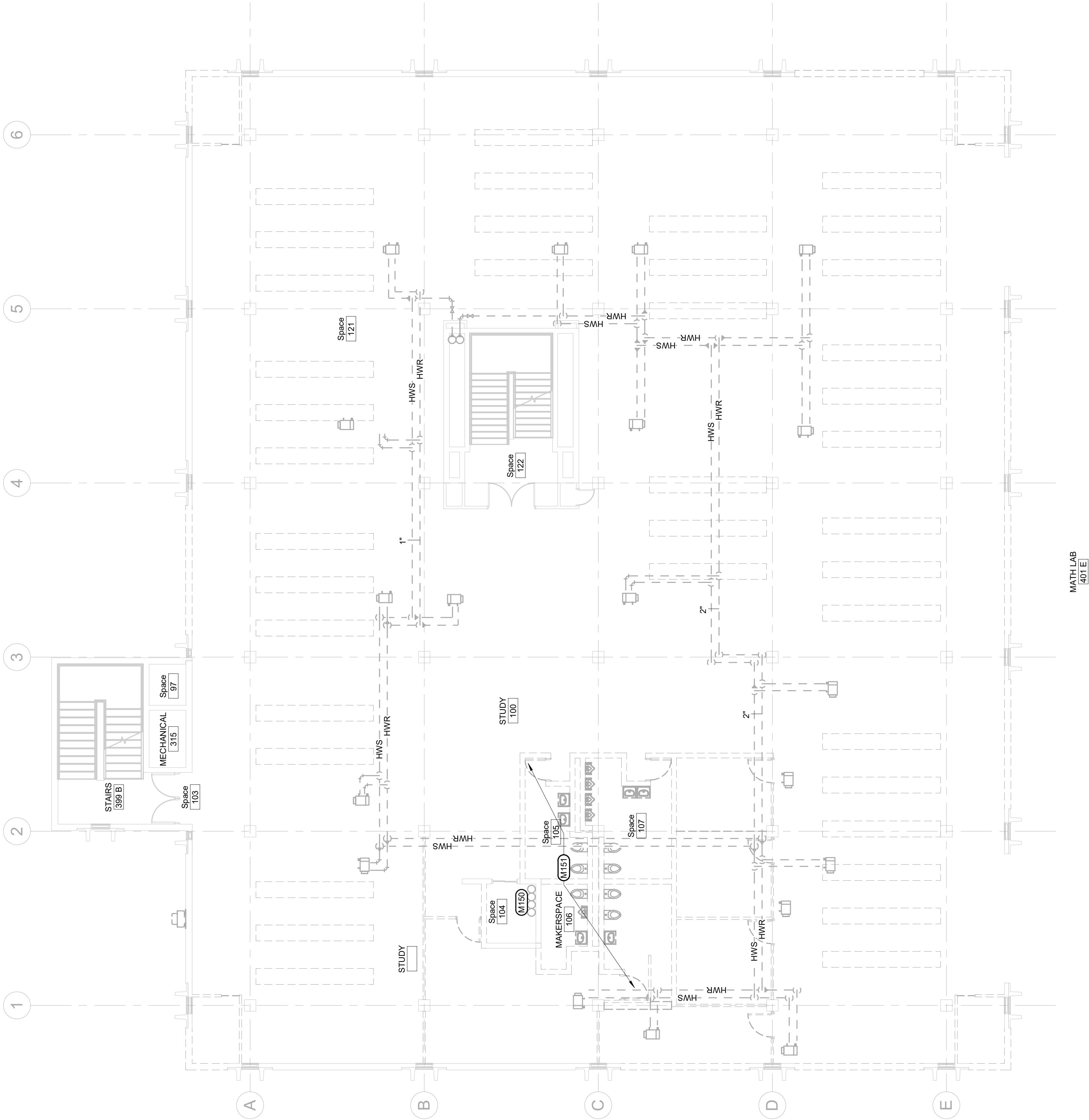
ISSUE:	Issue Date	Project Status
REVISION SCHEDULE:	REV. #	REV. DSC.
		REV. DATE

PROJECT:
SDSMT DEVEREAUX LIBRARY
PHASE 1
SOUTH DAKOTA SCHOOL OF
MINES AND TECHNOLOGY
RAPID CITY, SOUTH DAKOTA

SHEET TITLE:
SECOND FLOOR PIPING
DEMOLITION PLAN

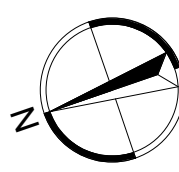
M1-2

- GENERAL MECHANICAL NOTES**
- A COORDINATE PHASING AND REMOVAL OF EXISTING PIPING, FIXTURES, AND EQUIPMENT WITH OWNER.
 - B REMOVE EXISTING PIPING AND RELOCATED DASHED GAS PIPING DURING C CONSTRUCTION.
 - C CONTRACTOR TO CONFIRM LOCATIONS OF EXISTING PIPING AND EQUIPMENT.
- (E) MECHANICAL SPECIFIC NOTES**
- M150 REMOVE EXISTING 4" SAN 1-1/2" GW 4" VENT, AND 4" ST PIPING FROM EXISTING ELEVATOR SHAFT.
 - M151 REMOVE EXISTING PLUMBING FIXTURES WITHIN THIS AREA.



SECOND FLOOR PIPING DEMOLITION PLAN

1/8" = 1'-0"



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PROJECT:
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PHASE 1
SOUTH DAKOTA SCHOOL OF
MINES AND TECHNOLOGY
RAPID CITY, SOUTH DAKOTA

SHEET TITLE:
THIRD FLOOR PIPING
DEMOLITION PLAN

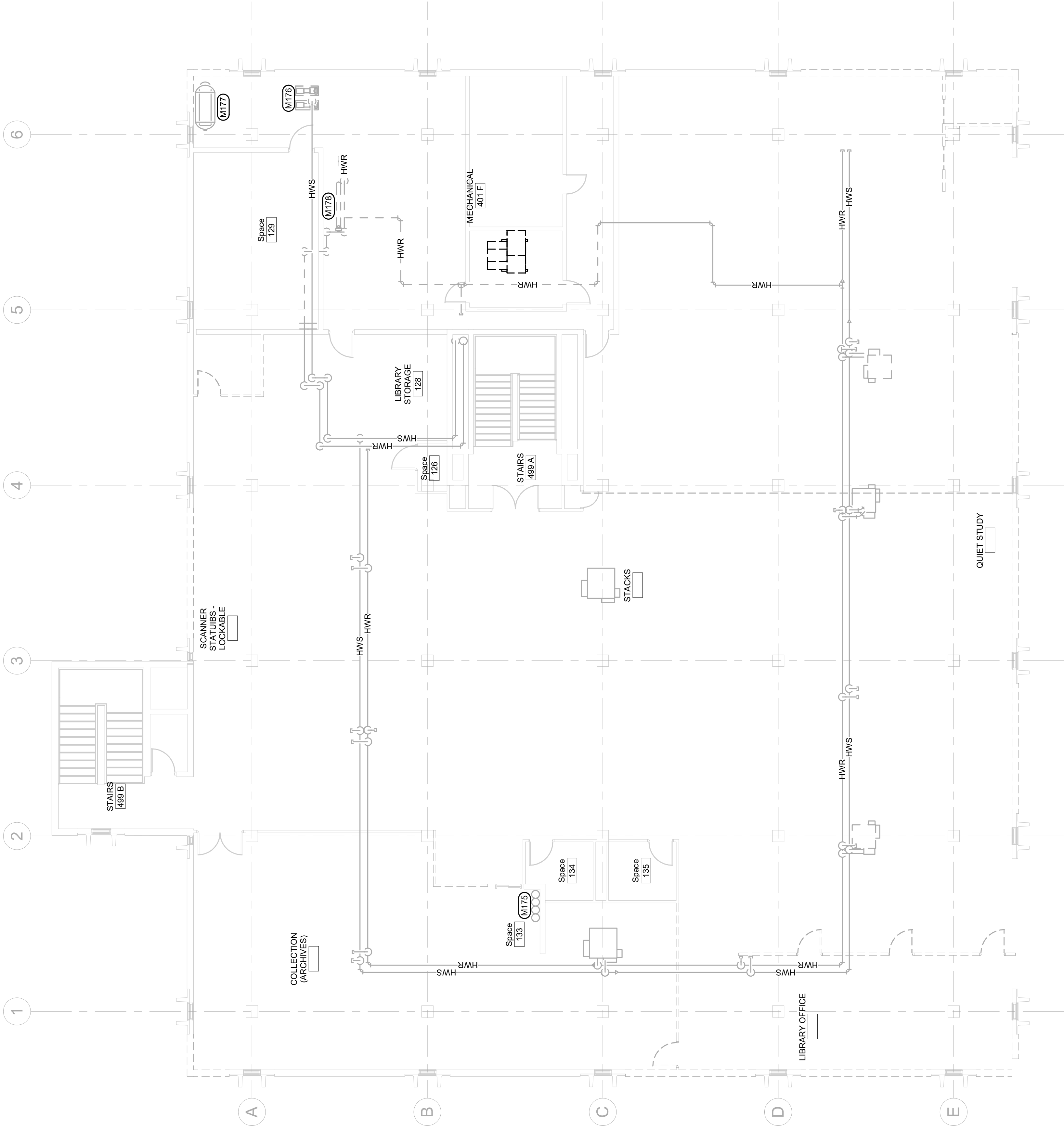
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GENERAL MECHANICAL NOTES

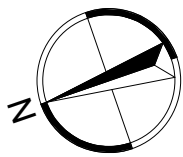
- A COORDINATE PHASING AND REMOVAL OF EXISTING PIPING, FIXTURES, AND EQUIPMENT WITH OWNER.
- B REMOVE EXISTING PIPING, ETC. WHERE INDICATED DASHED. CAP PIPING DURING CONSTRUCTION.
- C CONTRACTOR TO CONFIRM LOCATIONS OF EXISTING PIPING AND EQUIPMENT.

MECHANICAL SPECIFIC NOTES

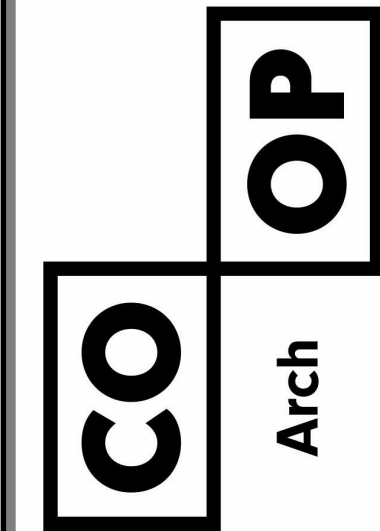
- M175 REMOVE EXISTING 4" SAN. 1-1/2" CW 4" VENT. AND 4" ST PIPING FROM EXISTING ELEVATOR SHAFT.
- M176 REMOVE EXISTING CHILLED WATER AND HEATING WATER PIPING.
- M177 REMOVE EXISTING EXPANSION TANKS.
- M178 REMOVE EXISTING STEAM TO HOT WATER CONVERTER.



THIRD FLOOR PIPING DEMOLITION PLAN



1/8" = 1'-0"



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ISSUE:
Issue Date Project Status

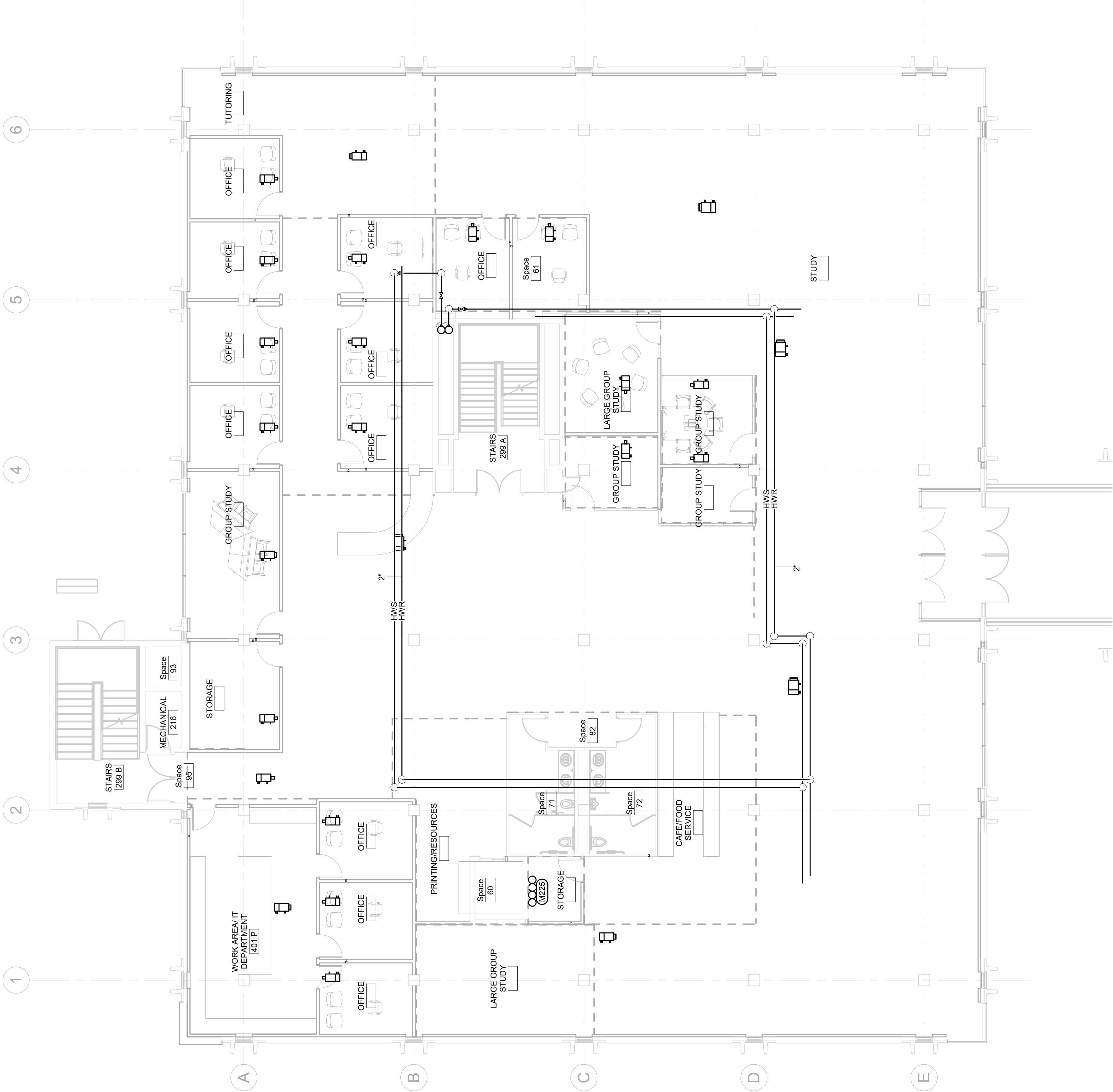
REVISION SCHEDULE:
REV. # REV. DSC. REV. DATE

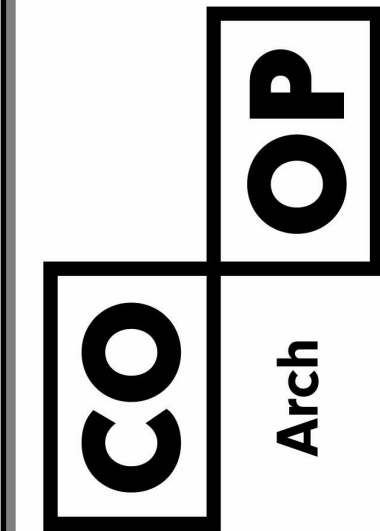
PROJECT:
SDSMT DEVEREAUX LIBRARY
PHASE 1
SOUTH DAKOTA SCHOOL OF
MINES AND TECHNOLOGY
RAPID CITY, SOUTH DAKOTA

SHEET TITLE:
FIRST FLOOR PIPING PLAN

M2-1

- GENERAL MECHANICAL NOTES**
- A CONTRACTOR TO CONFIRM SIZE AND LOCATION OF EXISTING PIPING.
- B WORK ON THIS PROJECT WILL BE PHASED. THE MECHANICAL CONTRACTOR WILL BE RESPONSIBLE FOR ENSURING THAT AREAS OUTSIDE THE CURRENT PHASE OF WORK ARE PROTECTED FROM DAMAGE TO THE EXISTING DOMESTIC WATER, SANITARY, ETC. SO AS NOT TO INTERRUPT OWNER WORK FLOW. ALL OUTAGES OF DOMESTIC WATER SHALL BE COORDINATED IN ADVANCE WITH OWNER AND WILL BE REQUIRED TO OCCUR DURING TIMES OF LOW USE. THIS WILL REQUIRE THE CONTRACTOR TO COMPLETE WORK WITHIN WORK TOURS AT NO ADDITIONAL COST TO THE OWNER.
- C THE MECHANICAL CONTRACTOR IS TO EXTEND, MODIFY AND/OR REPLACE EXISTING PIPING TO SERVE THE SPACE AS NEEDED SO THAT ALL NEW ARCHITECTURAL, MECHANICAL AND ELECTRICAL WORK SHOWN IN THE REMODEL PLANS CAN BE INSTALLED.
- D ALL PIPING INSULATION SERVING DOMESTIC COLD WATER PIPING AND CHILLED WATER PIPING SHALL BE INSTALLED WITH UNBROKEN VAPOR BARRIERS AS PER SPECIFICATIONS. CONTRACTOR TO VERIFY ALL PIPING IS PROPERLY INSULATED AND PROVIDE INSULATION FOR SUPPORT OF PIPING AT HANGERS, UNISTRUT, ETC.
- E ISOLATE ALL COPPER PIPES FROM BEARING ON FERROUS HANGERS, ETC. WITH ELECTRICALLY INSULATING MATERIALS AS SPECIFIED. USE DIELECTRIC UNIONS IN CONNECTION OF ALL COPPER PIPING TO FERROUS PIPING AS SPECIFIED.
- MECHANICAL SPECIFIC NOTES**
- M225 INSTALL NEW 4" SAN, 1-1/2" CW, 4" VENT, AND 4" ST PIPING. CONNECT TO EXISTING WITHIN THIS AREA.





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PROJECT:
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PHASE 1
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RAPID CITY, SOUTH DAKOTA

SHEET TITLE:
SECOND FLOOR PIPING PLAN

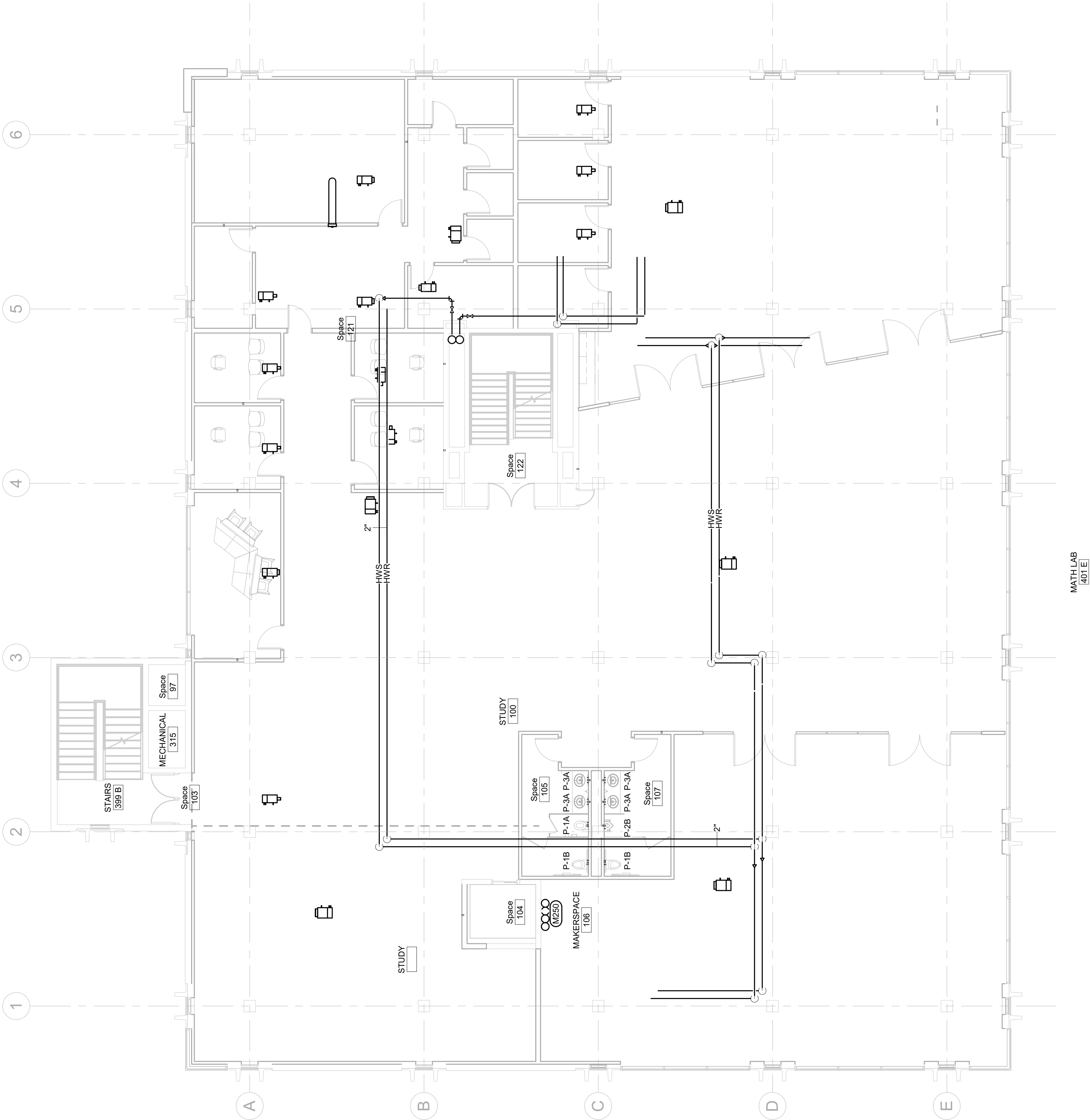
M2-2

GENERAL MECHANICAL NOTES

- A CONTRACTOR TO CONFIRM SIZE AND LOCATION OF EXISTING PIPING.
- B WORK ON THIS PROJECT WILL BE PHASED. THE MECHANICAL CONTRACTOR WILL BE RESPONSIBLE FOR PHASE 1 OF THE REMODEL PROJECT. PHASE 1 OF WORK CONTINUE TO BE SERVED BY HEATING, COOLING, DOMESTIC WATER, SANITARY, ETC. SO AS NOT TO INTERRUPT OWNER WORK FLOW. ALL OUTAGES OF DOMESTIC WATER SHALL BE COORDINATED IN ADVANCE WITH OWNER AND WILL BE REQUIRED TO OCCUR DURING OFF HOURS. THE MECHANICAL CONTRACTOR TO WORK OTHER THAN NORMAL WORK HOURS AT NO ADDITIONAL COST TO THE OWNER.
- C THE MECHANICAL CONTRACTOR IS TO EXTEND, MODIFY AND/OR RELOCATE ANY PIPING THAT CONTINUES TO SERVE THE SPACE, AS NEEDED SO THAT ALL NEW ARCHITECTURAL, MECHANICAL AND ELECTRICAL WORK SHOWN IN THE REMODEL PLANS CAN BE INSTALLED.
- D ALL PIPING INSULATION SERVING SERVING DOMESTIC COLD WATER PIPING AND CHILLED WATER PIPING SHALL BE INSTALLED WITH UNBROKEN VAPOR BARRIER. ALL PIPING INSULATION CONTRACTOR TO USE METAL SADDLES AND STRAPS ON EXTERIOR OF INSULATION FOR SUPPORT OF PIPING AT HANGERS, UNISTRUT, ETC.
- E ISOLATE ALL COPPER PIPES FROM BEARING ON FERROUS HANGERS, ETC. WITH ELECTRICALLY INSULATING MATERIALS AS SPECIFIED. USE DIELECTRIC UNIONS IN CONNECTION OF ALL COPPER PIPING TO FERROUS PIPING AS SPECIFIED.

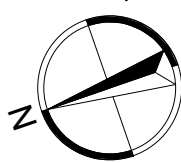
MECHANICAL SPECIFIC NOTES

M250 INSTALL NEW 4" SAN, 1-1/2" CW, 4" VENT AND 4" ST PIPING. CONNECT TO EXISTING WITHIN THIS AREA.

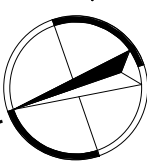


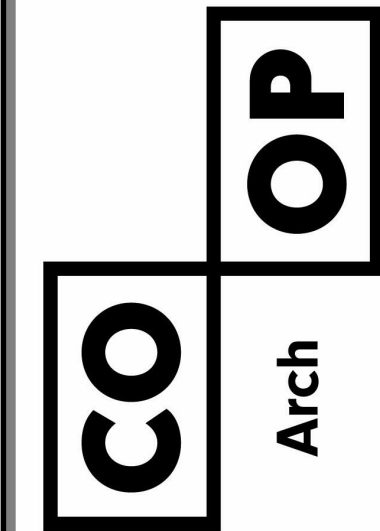
SECOND FLOOR PIPING PLAN

1/8" = 1'-0"



MATH LAB
(401E)





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PROJECT:
SDSMT DEVEREAUX LIBRARY
PHASE 1
SOUTH DAKOTA SCHOOL OF
MINES AND TECHNOLOGY
RAPID CITY, SOUTH DAKOTA

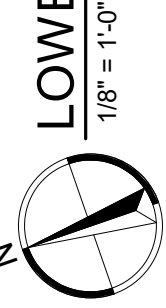
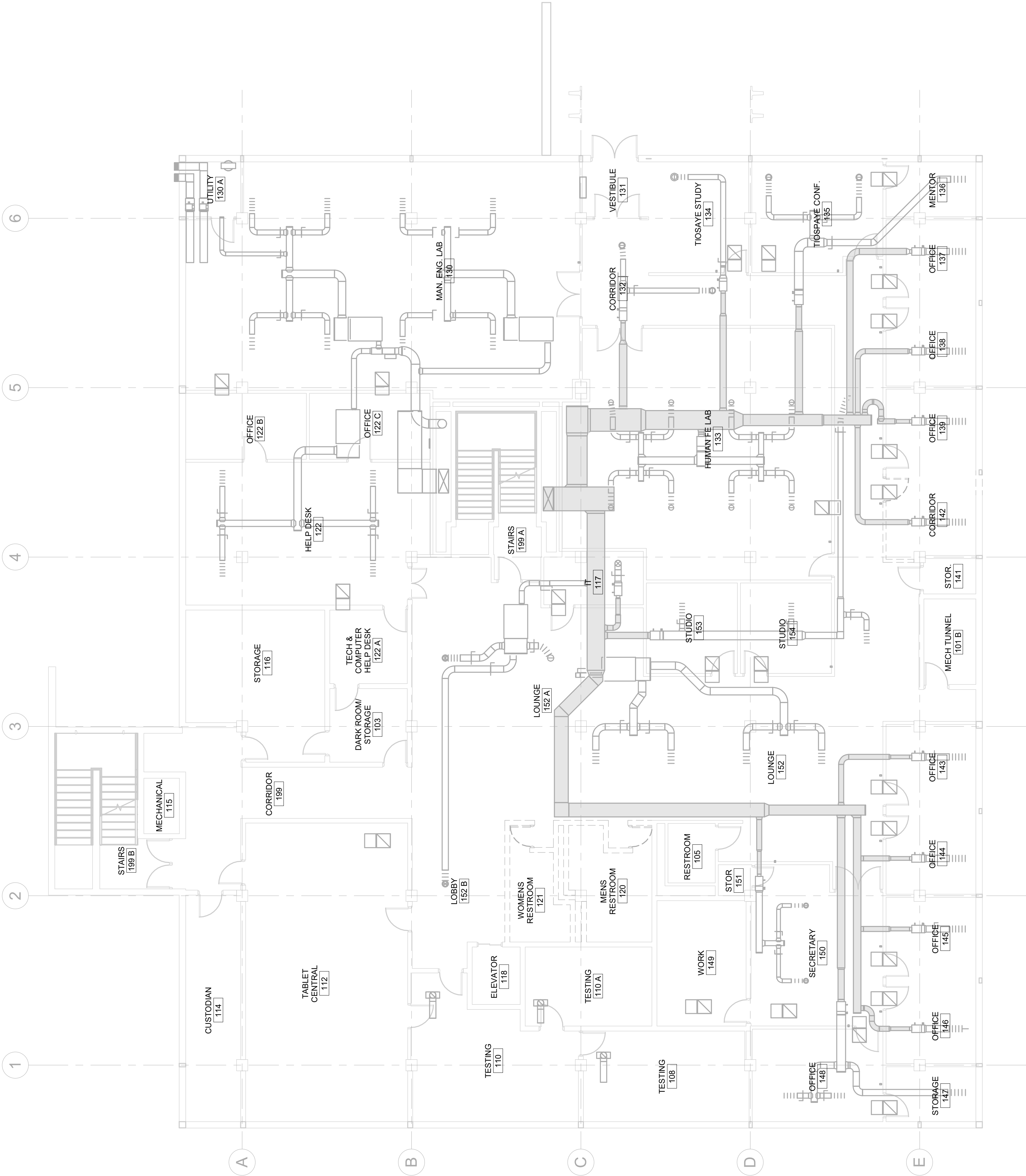
SHEET TITLE:
LOWER LEVEL HVAC
DEMOLITION PLAN

M3-0

GENERAL MECHANICAL NOTES

- A. COORDINATE PLUMBING AND REMOVAL OF EXISTING DUCTWORK AND EQUIPMENT WITH OWNER.
- B. REMOVE EXISTING GRILLES, REGISTERS, DUCTWORK, ETC. WHERE INDICATED DASHED. CAP DUCTWORK DURING CONSTRUCTION. THIS CONTRACTOR TO ASSIST IN REMOVAL AND REINSTALLATION OF DUCTWORK THAT RESTRICTS THE WORK OF OTHER TRADES.
- C. CONTRACTOR TO CONFIRM LOCATIONS OF EXISTING DUCTWORK.

MECHANICAL SPECIFIC NOTES



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DESIGN SYNCHRONICITY

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ARCHITECTS
PLLC
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REVISION SCHEDULE:	REV. #	REV. DSC. REV. DATE

PROJECT:
SDSMT DEVEREAUX LIBRARY
PHASE 1
SOUTH DAKOTA SCHOOL OF
MINES AND TECHNOLOGY
RAPID CITY, SOUTH DAKOTA

SHEET TITLE:
FIRST FLOOR HVAC
DEMOLITION PLAN

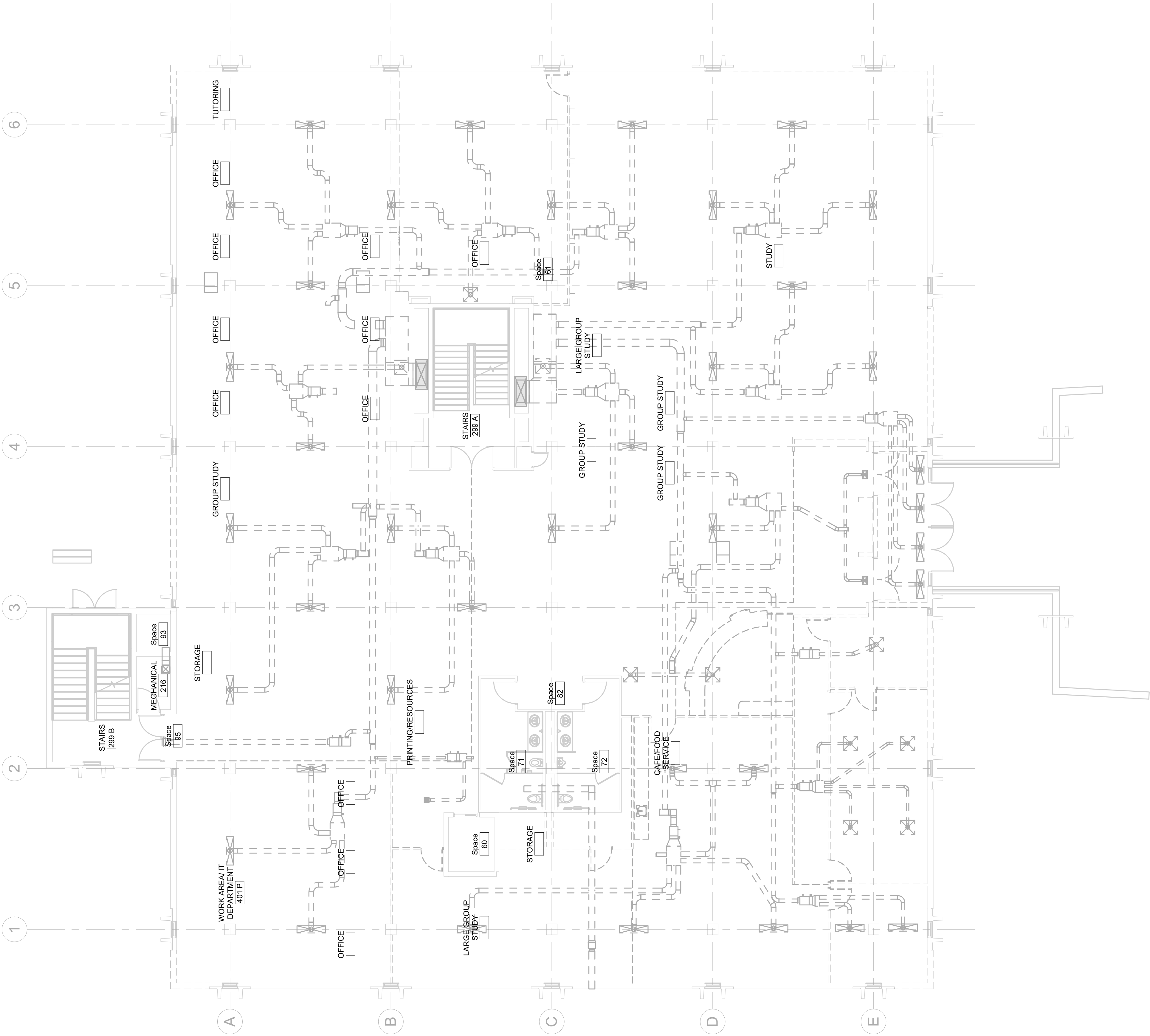
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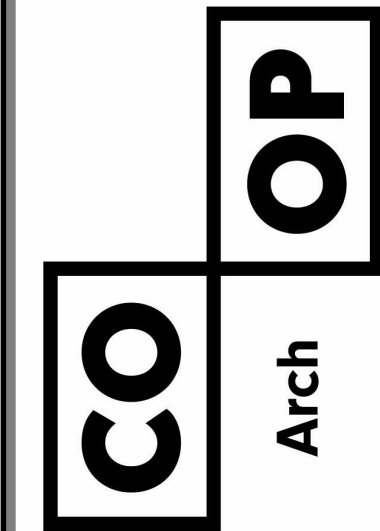
- GENERAL MECHANICAL NOTES
- A

COORDINATE PHASING AND REMOVAL OF EXISTING DUCTWORK AND EQUIPMENT WITH OWNER.
- B

REMOVE EXISTING GRILLES, REGISTERS, DUCTWORK, ETC. WHERE INDICATED DASHED. CAP DUCTWORK DURING CONSTRUCTION. THIS CONTRACTOR TO ASSIST IN REMOVAL AND REINSTALLATION OF DUCTWORK THAT RESTRICTS THE WORK OF OTHER TRADES.
- C

CONTRACTOR TO CONFIRM LOCATIONS OF EXISTING DUCTWORK.
- MECHANICAL SPECIFIC NOTES





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PROJECT:
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PHASE 1
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RAPID CITY, SOUTH DAKOTA

SHEET TITLE:
SECOND FLOOR HVAC
DEMOLITION PLAN

M3-2

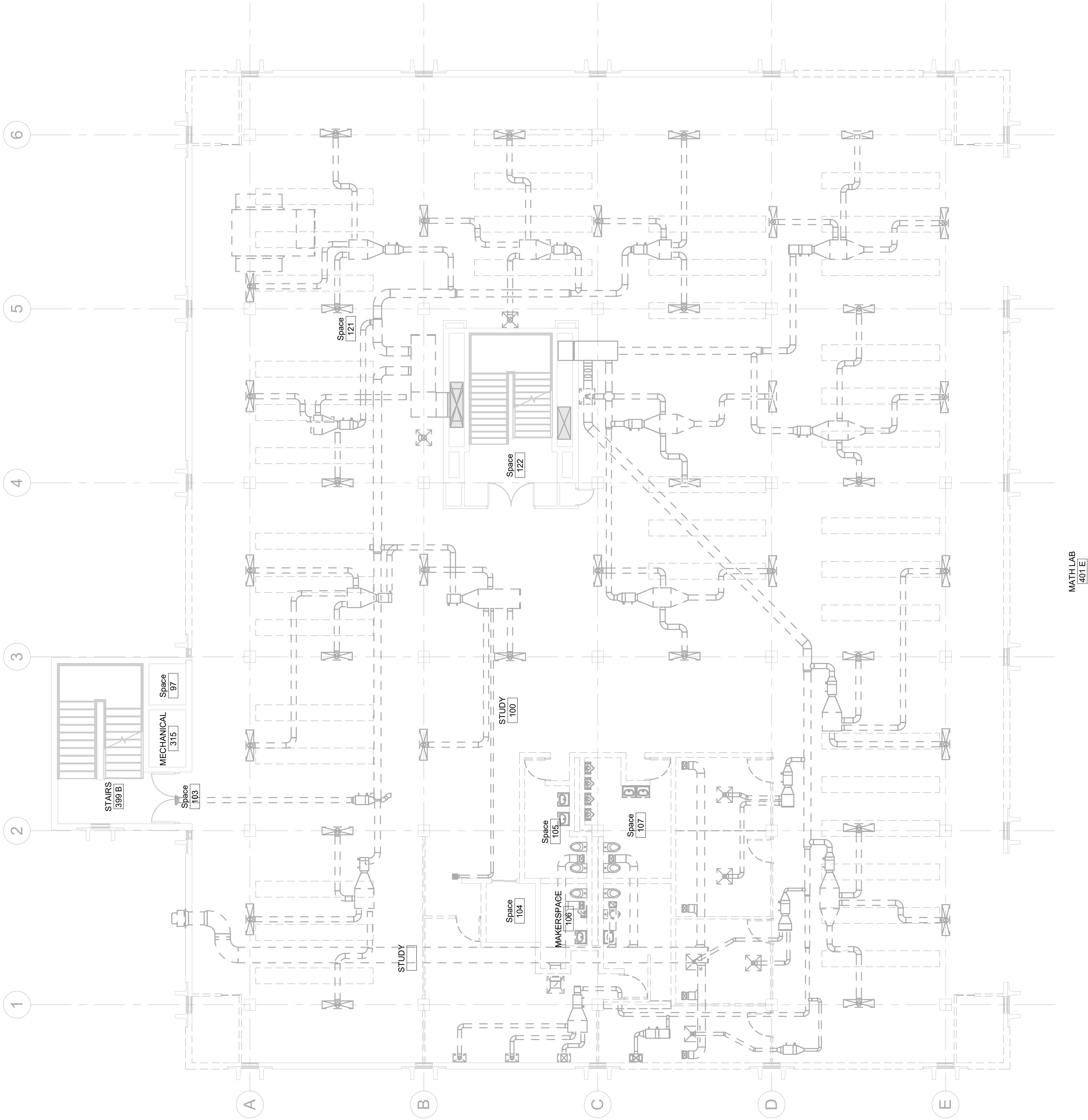
- GENERAL MECHANICAL NOTES**
- A

COORDINATE PHASING AND REMOVAL OF EXISTING DUCTWORK AND EQUIPMENT WITH OWNER.
- B

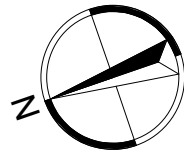
REMOVE EXISTING GRILLES, REGISTERS, DUCTWORK, ETC. WHERE INDICATED DASHED. CAP DUCTWORK DURING CONSTRUCTION. THIS CONTRACTOR TO ASSIST IN REMOVAL AND REINSTALLATION OF DUCTWORK THAT RESTRICTS THE WORK OF OTHER TRADES.
- C

CONTRACTOR TO CONFIRM LOCATIONS OF EXISTING DUCTWORK.
- #

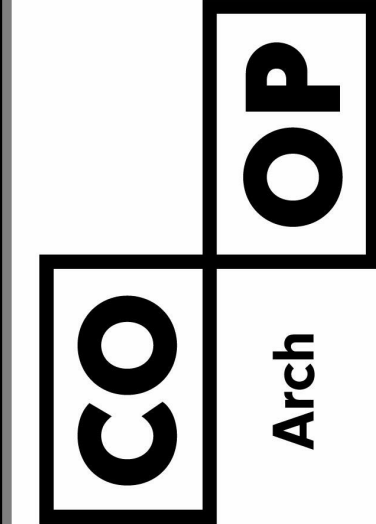
MECHANICAL SPECIFIC NOTES



SECOND FLOOR HVAC DEMOLITION PLAN
1/8" = 1'-0"



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PROJECT:
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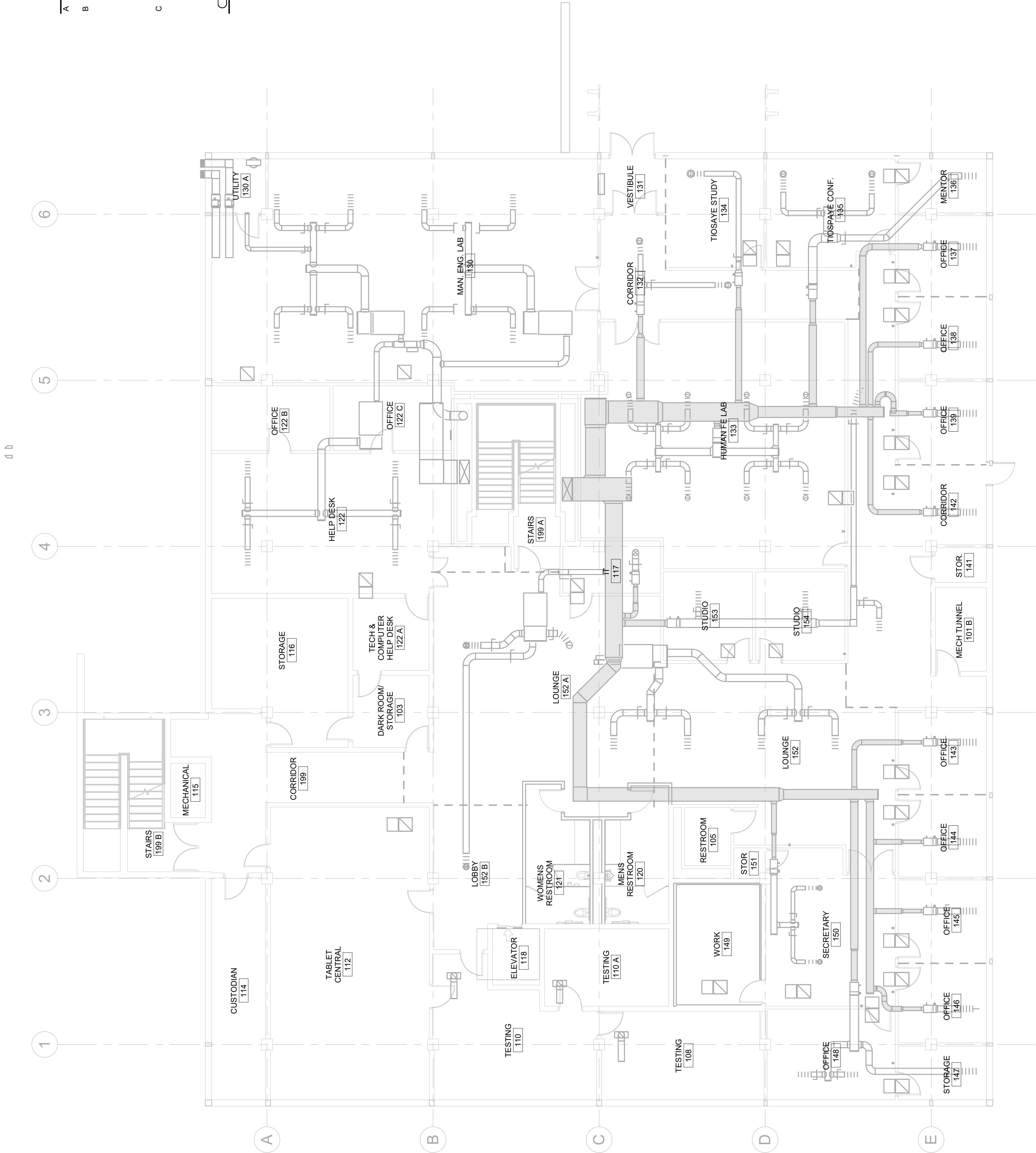
SHEET TITLE:
LOWER LEVEL HVAC PLAN

M4-0

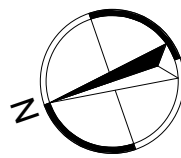
GENERAL MECHANICAL NOTES

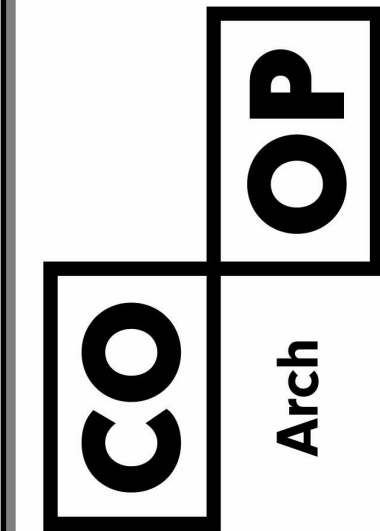
- A CONTRACTOR TO CONFIRM SIZE AND LOCATION OF EXISTING DUCTWORK.
- B WORK ON THIS PROJECT WILL BE PHASED. THE MECHANICAL CONTRACTOR WILL BE RESPONSIBLE FOR PHASING WORK TO AVOID INTERFERENCE WITH OTHER PHASES OF WORK CONTINUE TO BE SERVED BY HEATING, COOLING, ETC. SO AS NOT TO INTERRUPT OWNER WORK FLOW. THIS WILL REQUIRE THE CONTRACTOR TO WORK OTHER THAN NORMAL WORK HOURS AT NO ADDITIONAL COST TO THE OWNER.
- C THE MECHANICAL CONTRACTOR IS TO EXTEND, MODIFY AND/OR RELOCATE ANY DUCTWORK THAT CONTINUES TO SERVE THE SPACE AS NEEDED TO MAINTAIN ALL NETWORK AREAS. ALL MECHANICAL AND ELECTRICAL WORK SHOWN IN THE REMODEL PLANS CAN BE INSTALLED.

MECHANICAL SPECIFIC NOTES



LOWER LEVEL HVAC PLAN
1/8" = 1'-0"





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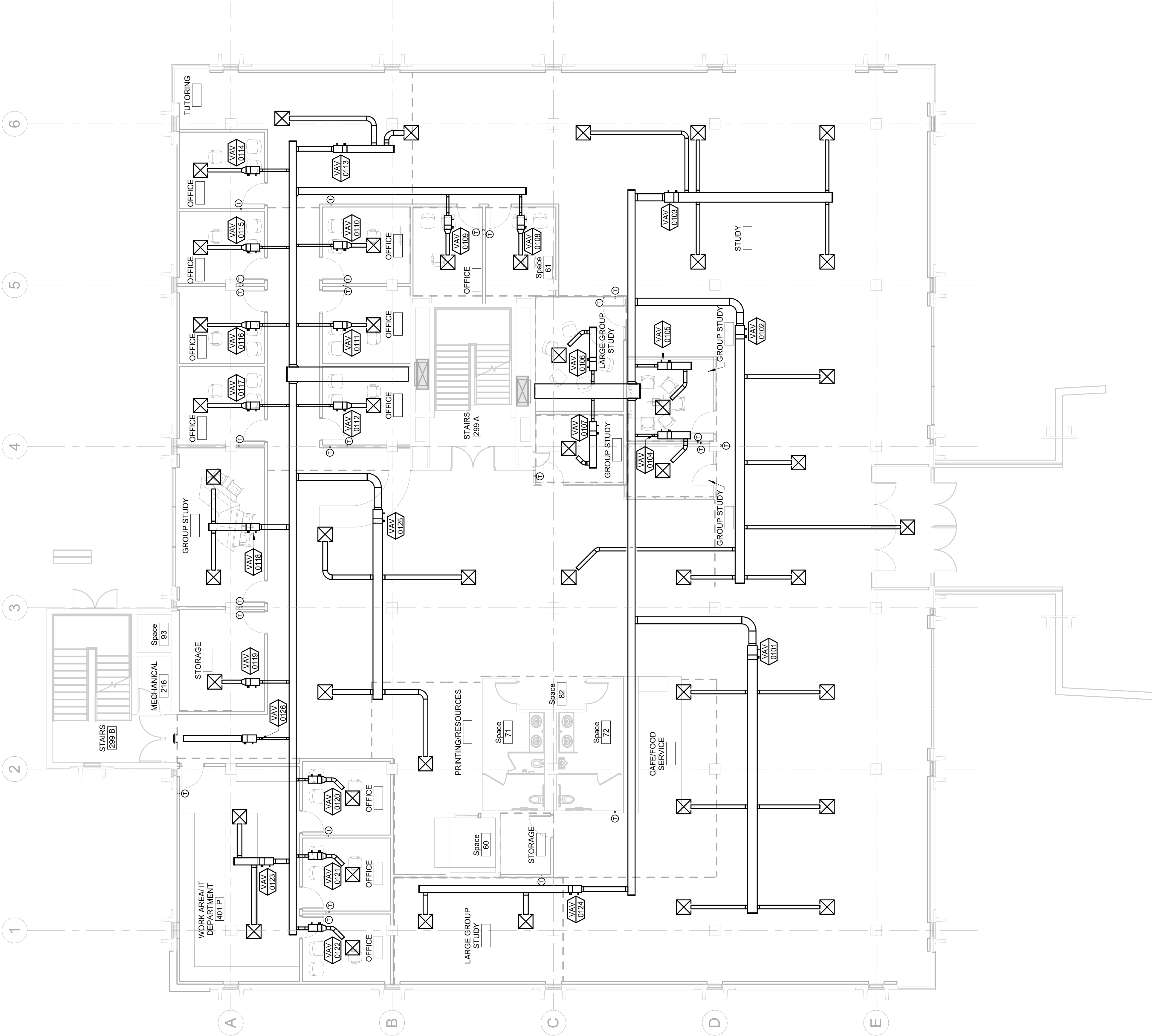
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REV. #	REV. DSC. REV. DATE

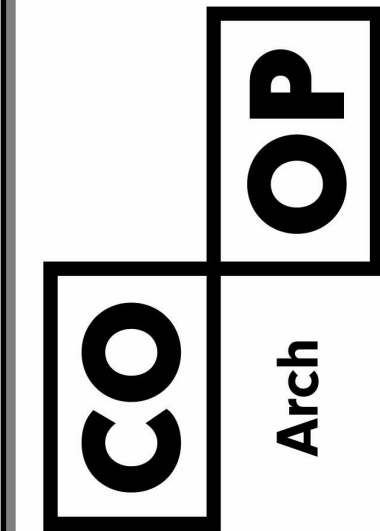
PROJECT:
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PHASE 1
SOUTH DAKOTA SCHOOL OF
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RAPID CITY, SOUTH DAKOTA

SHEET TITLE:
FIRST FLOOR HVAC PLAN

M4-1

- GENERAL MECHANICAL NOTES**
- A CONTRACTOR TO CONFIRM SIZE AND LOCATION OF EXISTING DUCTWORK.
- B WORK ON THIS PROJECT WILL BE PHASED. THE MECHANICAL CONTRACTOR WILL BE RESPONSIBLE FOR ENSURING THAT AREAS OUTSIDE THE CURRENT PHASE OF WORK CONTINUE TO BE SERVED BY EXISTING DUCTWORK. LEAKS IN EXISTING DUCTWORK SHALL BE REPAIRED PRIOR TO ANY NEW WORK. THIS WILL REQUIRE THE CONTRACTOR TO WORK OTHER THAN NORMAL WORK HOURS AT NO ADDITIONAL COST TO THE OWNER.
- C THE MECHANICAL CONTRACTOR IS TO EXTEND, MODIFY AND/OR RELOCATE ANY DUCTWORK, THAT CONTINUES TO SERVE THE SPACE, AS NEEDED SO THAT ALL NEW ARCHITECTURAL, MECHANICAL AND ELECTRICAL WORK SHOWN IN THE REMODEL PLANS CAN BE INSTALLED.
- MECHANICAL SPECIFIC NOTES**





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PROJECT:
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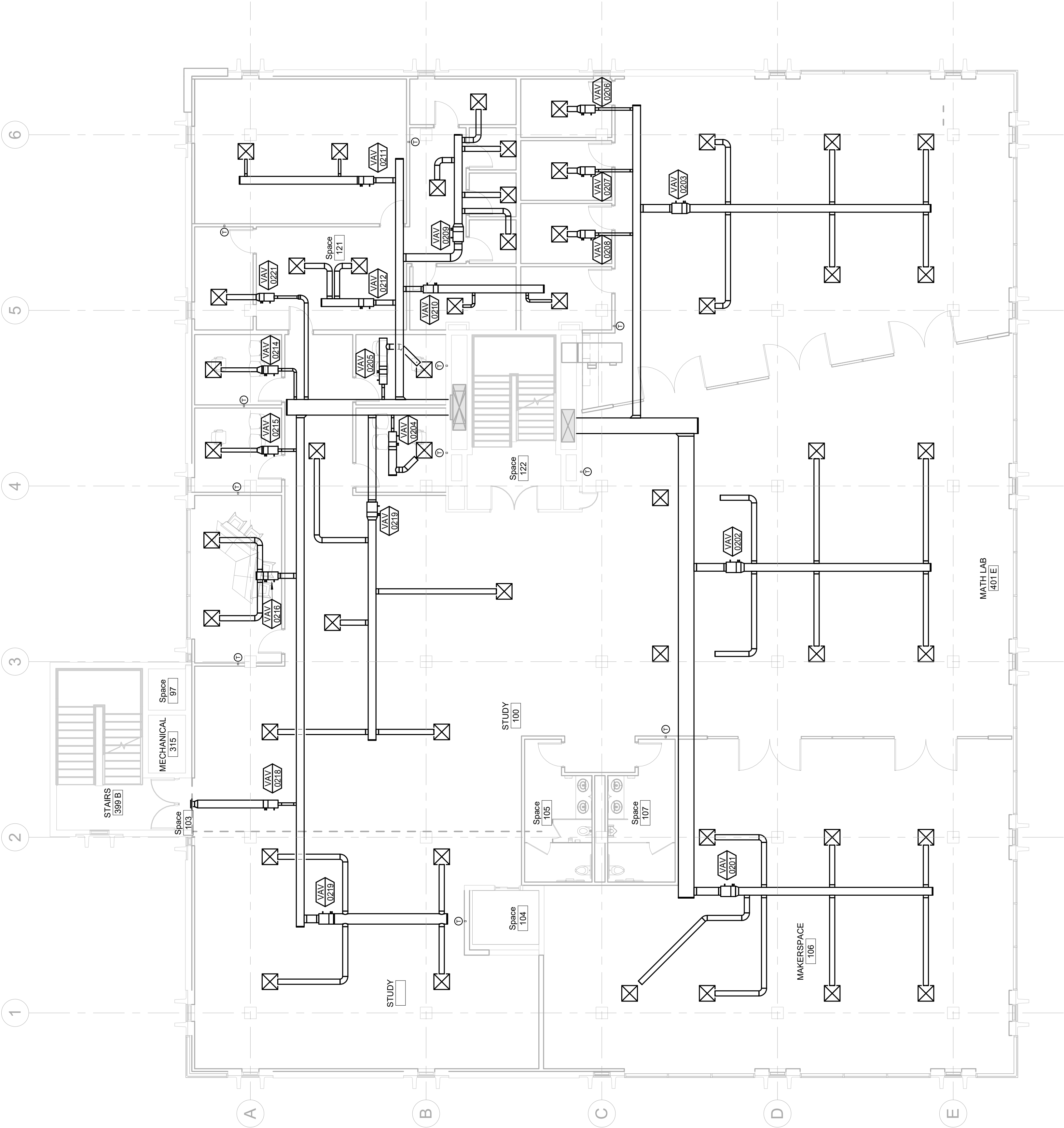
SHEET TITLE:
SECOND FLOOR HVAC PLAN

M4-2

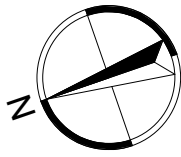
GENERAL MECHANICAL NOTES

- A CONTRACTOR TO CONFIRM SIZE AND LOCATION OF EXISTING DUCTWORK.
- B WORK ON THIS PROJECT WILL BE PHASED. THE MECHANICAL CONTRACTOR WILL BE RESPONSIBLE FOR ENSURING THAT AREAS OUTSIDE THE CURRENT PHASE OF WORK CONTINUE TO BE SERVED BY EXISTING COOLING, HEATING, AND VENTILATION SYSTEMS. COOLING, EVEN IF NOT AN INTERUPT OWNER WORK FLOW. THIS WILL REQUIRE THE CONTRACTOR TO WORK OTHER THAN NORMAL WORK HOURS AT NO ADDITIONAL COST TO THE OWNER.
- C THE MECHANICAL CONTRACTOR IS TO EXTEND, MODIFY AND/OR RELOCATE ANY DUCTWORK, THAT CONTINUES TO SERVE THE SPACE, AS NEEDED SO THAT ALL NEW ARCHITECTURAL, MECHANICAL AND ELECTRICAL WORK SHOWN IN THE REMODEL PLANS CAN BE INSTALLED.

MECHANICAL SPECIFIC NOTES



SECOND FLOOR HVAC PLAN
1/8" = 1'-0"



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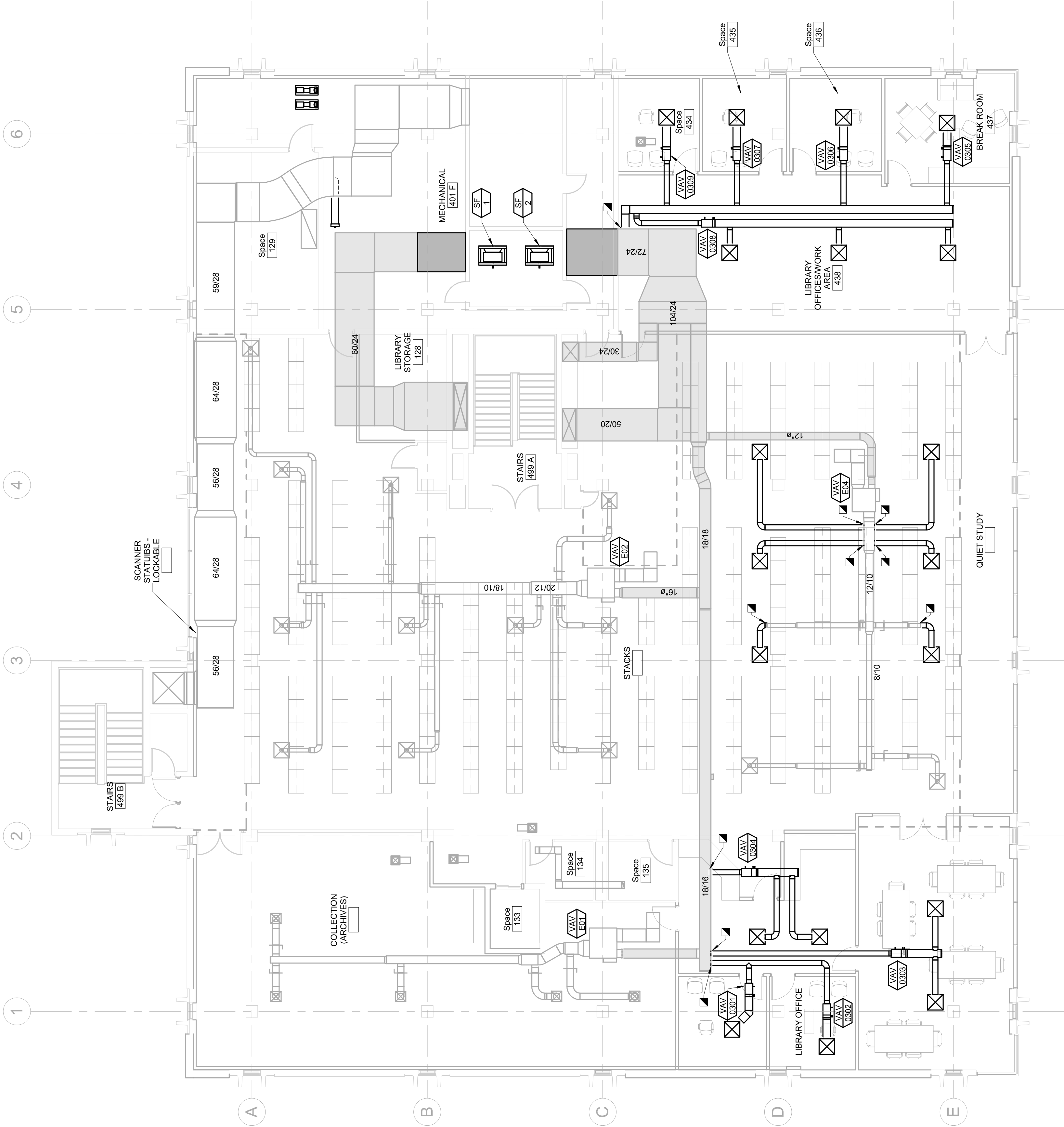
SHEET TITLE:
THIRD FLOOR HVAC PLAN

M4-3

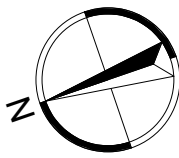
GENERAL MECHANICAL NOTES

- A CONTRACTOR TO CONFIRM SIZE AND LOCATION OF EXISTING DUCTWORK.
- B WORK ON THIS PROJECT WILL BE PHASED. THE MECHANICAL CONTRACTOR WILL BE RESPONSIBLE FOR ENSURING THAT AREAS OUTSIDE THE CURRENT PHASE OF WORK CONTINUE TO BE SERVED BY HEATING, COOLING, ETC. SO AS NOT TO INTERRUPT OWNER WORK. THIS WILL REQUIRE THE CONTRACTOR TO WORK LONGER HOURS AND/OR ADDITIONAL WORK HOURS AT NO ADDITIONAL COST TO THE OWNER.
- C THE MECHANICAL CONTRACTOR IS TO EXTEND, MODIFY AND/OR RELOCATE ANY DUCTWORK THAT CONTINUES TO SERVE THE SPACE AS NEEDED SO THAT ALL NEW ARCHITECTURAL, MECHANICAL AND ELECTRICAL WORK SHOWN IN THE REMODEL PLANS CAN BE INSTALLED.

MECHANICAL SPECIFIC NOTES



THIRD FLOOR HVAC PLAN
1/8" = 1'-0"



MECHANICAL SYMBOLS		
—CW— COLD WATER PIPE	—HW— HOT WATER PIPE	—RHW— CIRCULATING HOT WATER PIPE
—CWI— UNDERGROUND COLD WATER PIPE	—HWI— UNDERGROUND HOT WATER PIPE	—RHWI— UNDERGROUND CIRCULATING HOT WATER PIPE
—PD— PUMP DISCHARGE	—SAN— ABOVE FLOOR WASTE PIPE	—V— VENT PIPE
—HPS— HIGH PRESSURE STEAM	—ST— ABOVE FLOOR STORM PIPE	—LPS— LOW PRESSURE STEAM
—HPR— HIGH PRESSURE RETURN	—OST— ABOVE FLOOR OVERFLOW STORM PIPE	—LPR— LOW PRESSURE RETURN
—PC— PUMPED CONDENSATE PIPE	—PD— PUMP DISCHARGE	—HG— HOT GAS
—G— NATURAL GAS	—MPS— MEDIUM PRESSURE STEAM	—FO— FIRE DEPT. HOSE VALVE
—HWS— HOT WATER HEATING SUPPLY	—MPR— MEDIUM PRESSURE RETURN	— RECESSED SPRINKLER HEAD
—OWS— CHILLED WATER SUPPLY PIPE	—HWR— HOT WATER HEATING RETURN	— FLOW ALARM
—HPWS— HEAT PUMP WATER SUPPLY	—CWR— CHILLED WATER RETURN PIPE	— PRESSURE/TEMPERATURE TAP
—GLWS— GROUND LOOP WATER SUPPLY	—HPWR— HEAT PUMP WATER RETURN	— PRESSURE GAUGE
—FOS— FUEL OIL SUPPLY	—GLWR— GROUND LOOP WATER RETURN	— STATIC PRESSURE SENSOR
—FOV— FUEL OIL VENT	—FOR— FUEL OIL RETURN	— THERMOMETER
—RL— REFRIGERANT LIQUID PIPE	—FOG— FUEL OIL GAUGE	— STRAINER
—D— EQUIPMENT DRAIN	—RS— REFRIGERANT SUCTION PIPE	— STEAM TRAP
—F— FIRE SPRINKLER PIPE	—SP— STAND PIPE	— BACK FLOW PREVENTER
— PENDANT TYPE SPRINKLER HEAD	— UPRIGHT SPRINKLER HEAD	— FLOW CONTROL VALVE
— CONCEALED SPRINKLER HEAD	— POST INDICATOR VALVE	— STRAINER VALVE
— PIPE CONNECTION	— AIR VENT	— PRESSURE SENSOR DIFFERENTIAL
— ELBOW DOWN	— FLOW MEASURING DEVICE	— THERMOSTAT
— ELBOW UP	— EXPANSION JOINT, PIPE GUIDE	— NIGHT THERMOSTAT COVER
— TEE DOWN	— CAPPED OUTLET	— THERMOSTAT W/LOCKABLE COVER
— PIPE PITCH DOWN	— SHUT OFF VALVE	— HUMIDISTAT
— DIRECTION OF FLOW	— BALANCING VALVE	— FLOW SWITCH
— PIPE ANCHOR	— CONTROL VALVE	— DEMOLITION HATCHING
— REDUCER OR INCREASER	— 3-WAY CONTROL VALVE	
— UNION	— PRESSURE REDUCING VALVE	
— FLEXIBLE PIPE CONNECTION	— PRESSURE RELIEF VALVE	
—WH1— WALL HYDRANT	— DOMESTIC WATER TEMPERING VALVE	
—HB1— HOSE BIB	— CHECK VALVE	
—CO1— CLEAN OUT ABOVE FLOOR	— CURB STOP	
—CO2— WALL CLEAN OUT		
—CO3— CLEAN OUT IN FLOOR		
—FD— FLOOR DRAIN		
—FS1— FLOOR SINK		
— RADIATION ELEMENT		
— RADIATION DESIGNATION		

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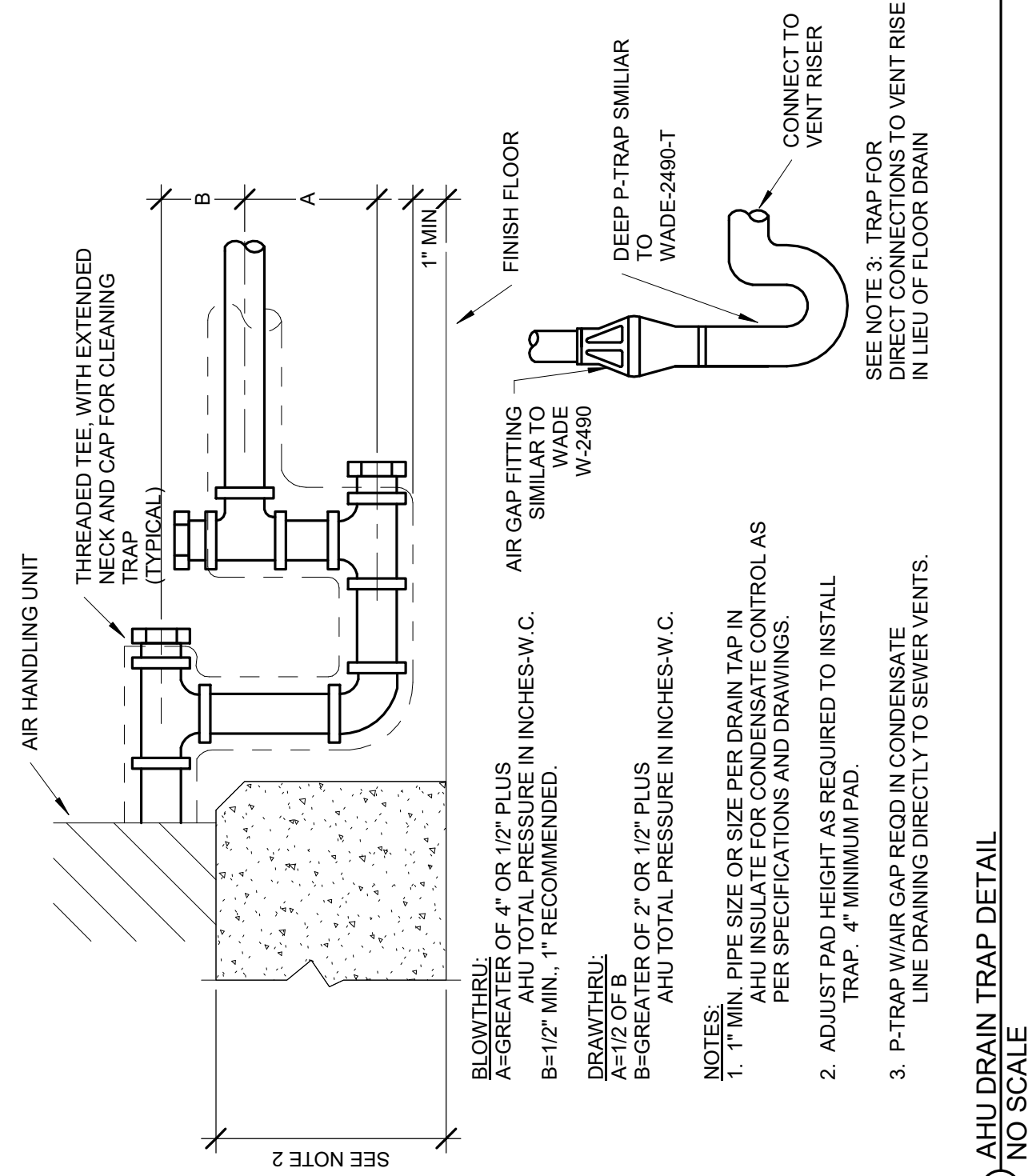
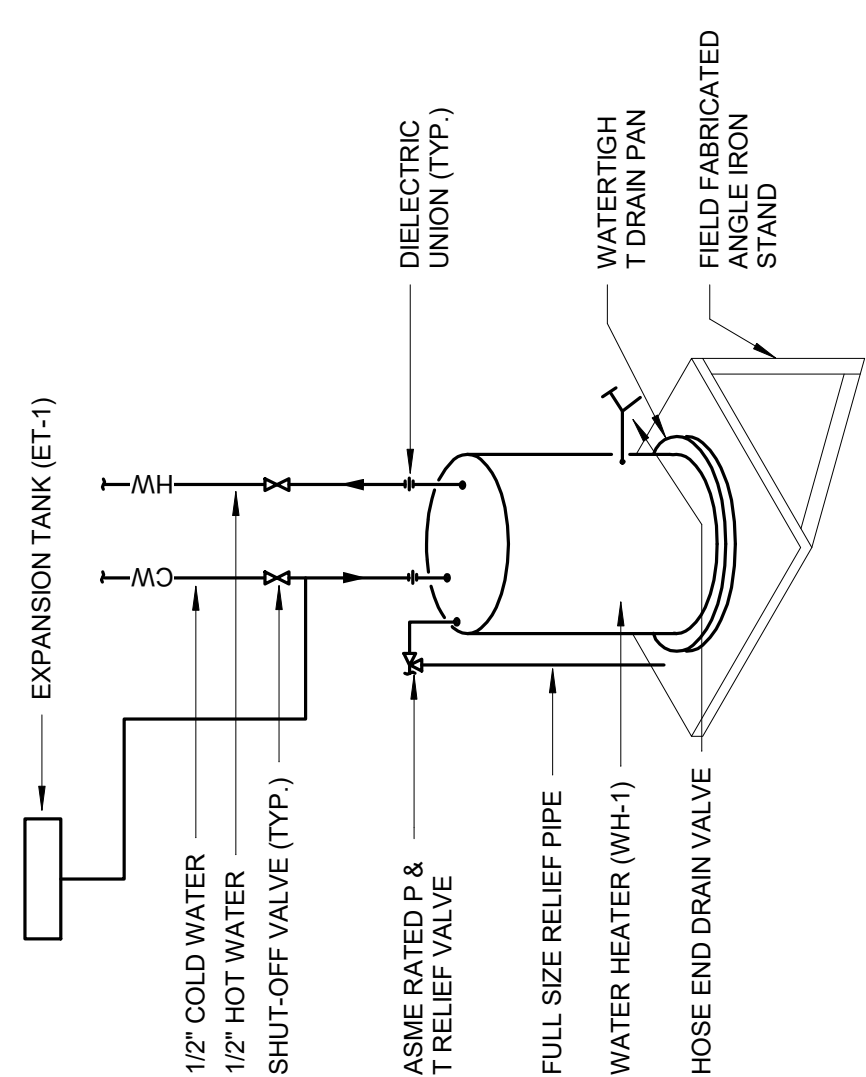
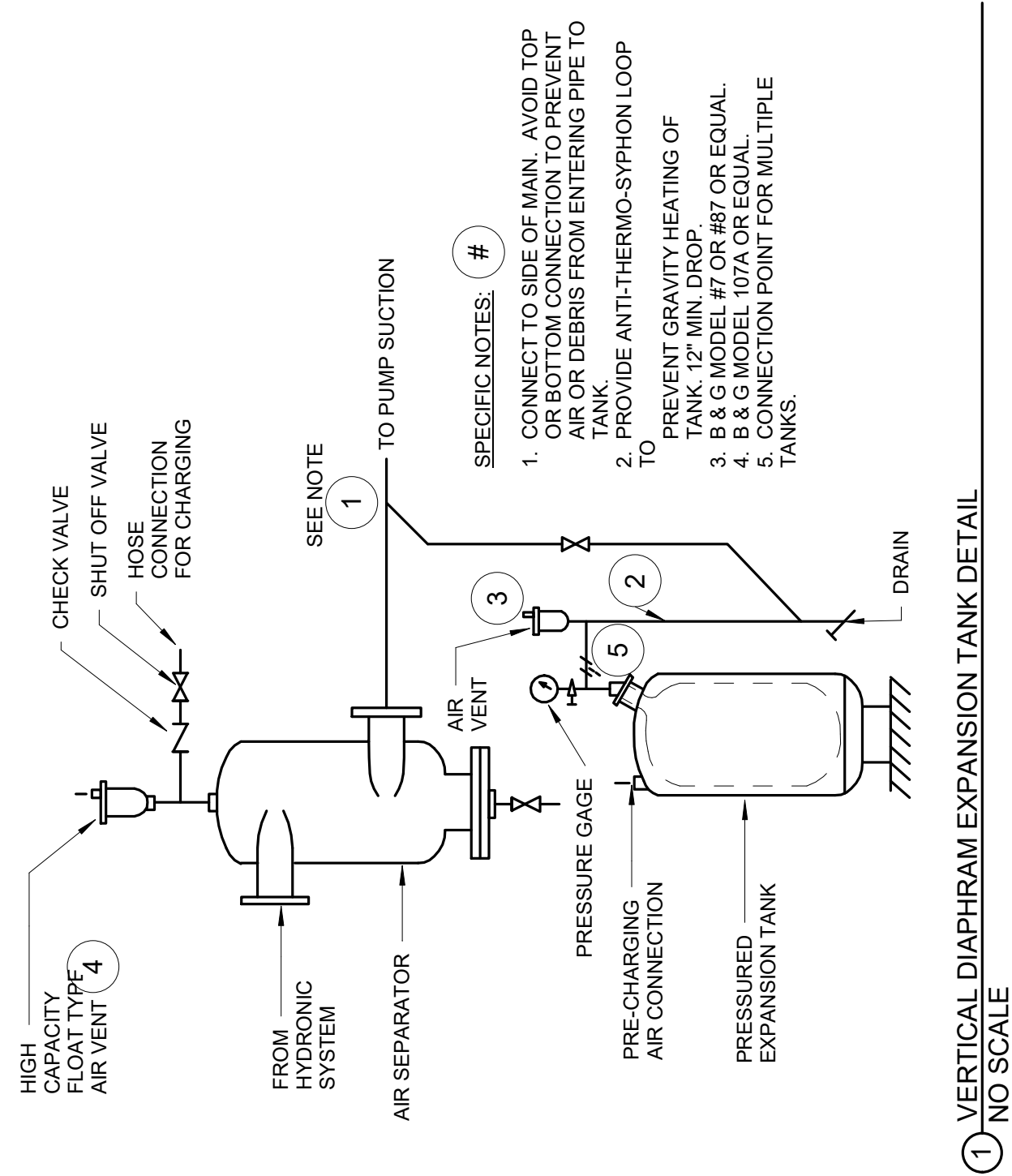
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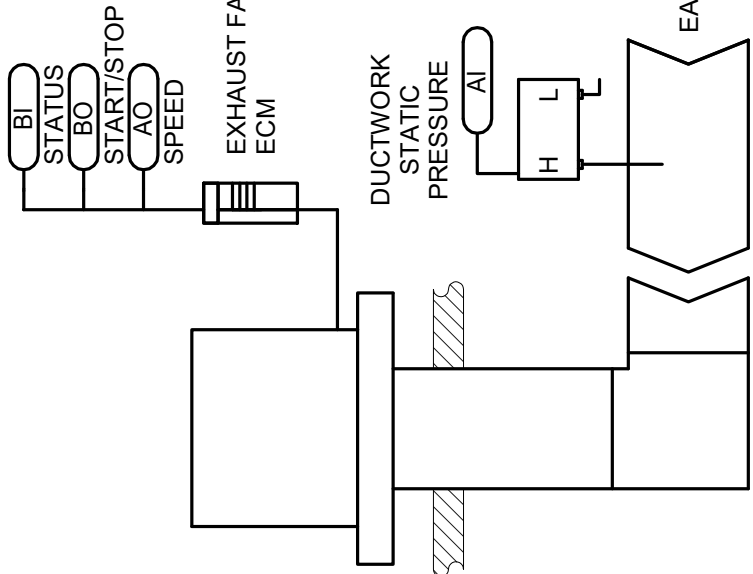
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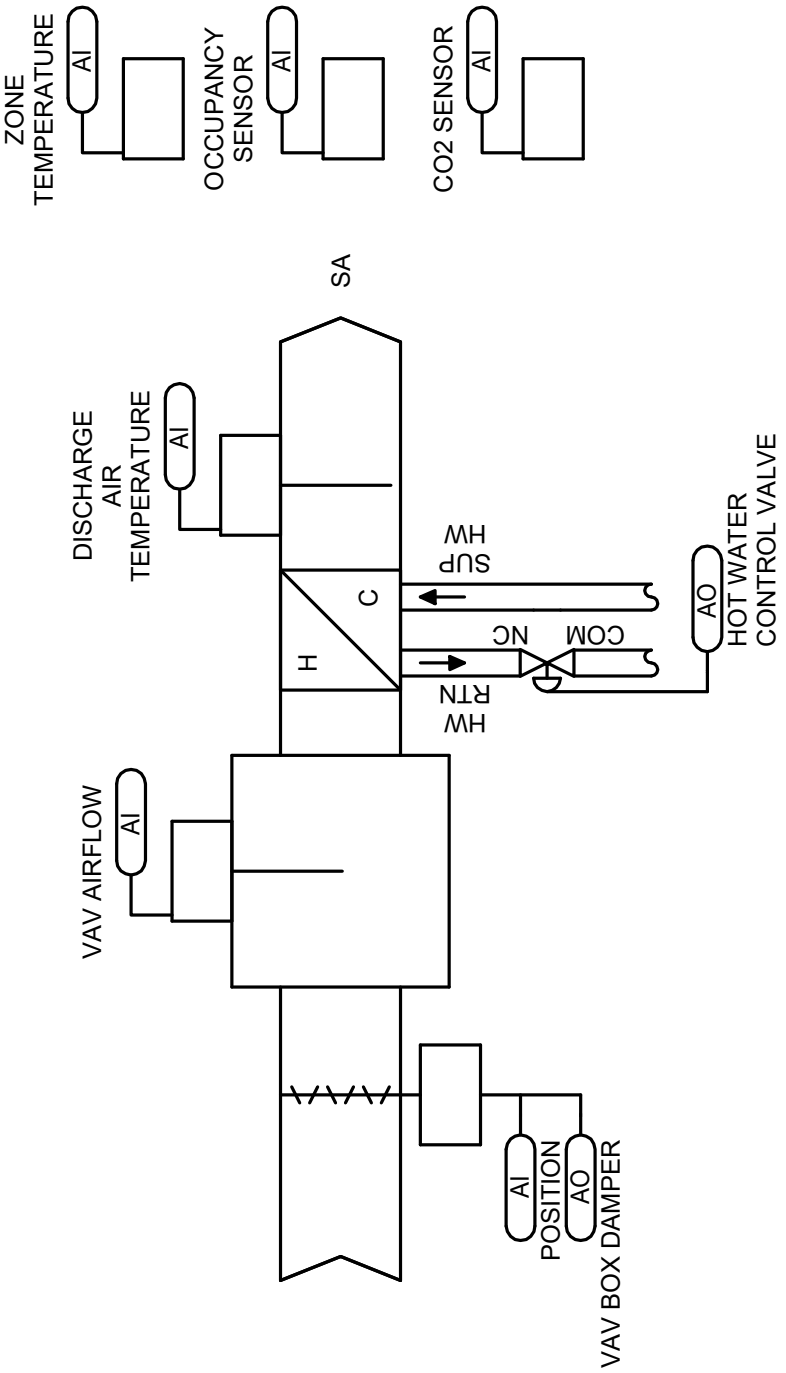
SHEET TITLE:	MECHANICAL DETAILS & SYMBOLS
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M5-1

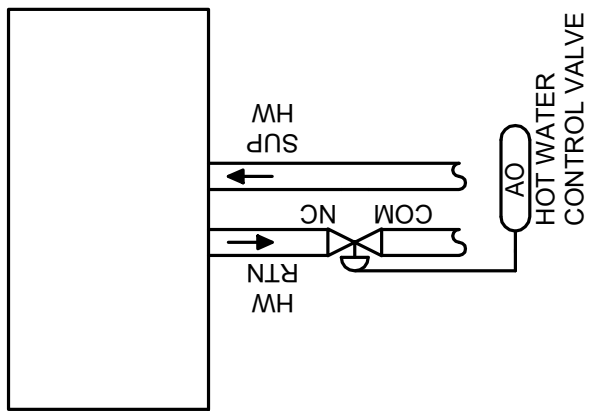




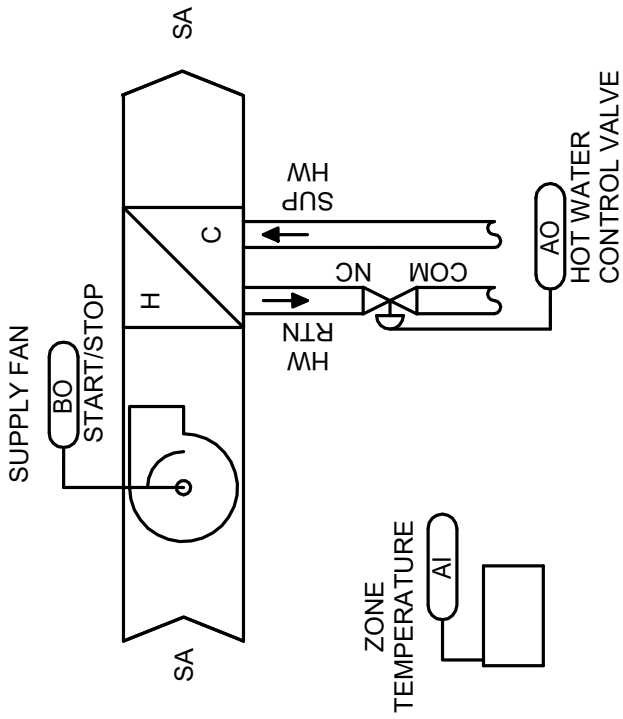
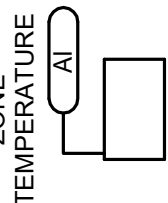
① EXHAUST FAN SYSTEM DIAGRAM (ECM)
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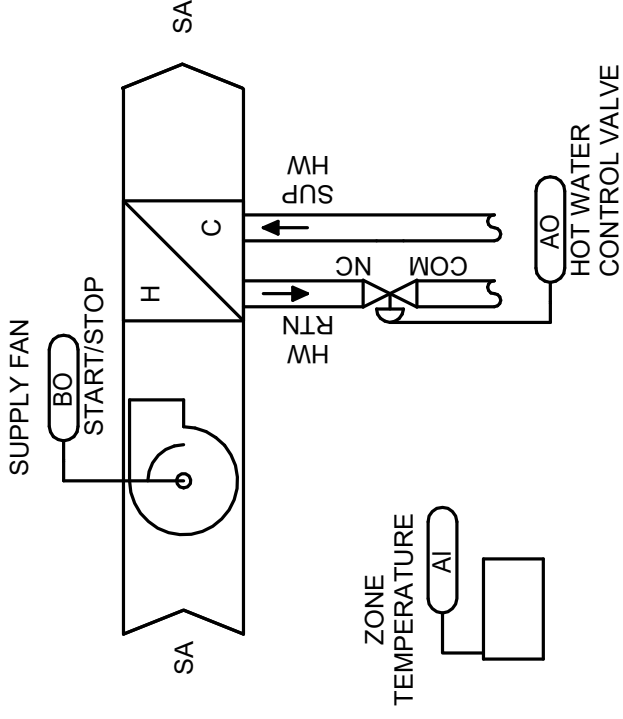
② VAV TERMINAL UNIT SYSTEM DIAGRAM
NO SCALE



③ RADIANT CEILING PANEL DIAGRAM
NO SCALE



④ CABINET UNIT HEATER DIAGRAM
NO SCALE



⑤ UNIT HEATER DIAGRAM
NO SCALE

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RAPID CITY, SOUTH DAKOTA

SHEET TITLE:
MECHANICAL DIAGRAMS

M5-2

PLUMBING FIXTURE SCHEDULE

UNIT TYPE	UNIT NUMBER	MANUFACTURER	MODEL	FIXTURE TYPE	WASTE	VENT	CW	SUPPLY HW	TRIM/REMARKS
P	1A	AMERICAN STANDARD	AFWALL 3351-101	WATER CLOSET (WALL HUNG FV HET) 1.2 GPF	4"	2"	1 1/4"		OLSONITE #65. WHITE OPEN FRONT SS CHECK HINGE. ADA ELONGATED BOWL SIPHON JET. SLOAN CROWN OPTIMA SMOOTH 1.2 BATTERY OPERATED. 1.2 GPF. ADA COMPLIANT. MINIMUM 800 MAP FLUSH PERFORMANCE **
P	1B	AMERICAN STANDARD	AFWALL 3351-101	WATER CLOSET (WALL HUNG FV HET) 1.2 GPF MOUNT ADA HEIGHT	4"	2"	1 1/4"		OLSONITE #65. WHITE OPEN FRONT SS CHECK HINGE. ADA ELONGATED BOWL SIPHON JET. SLOAN CROWN OPTIMA SMOOTH 1.2 BATTERY OPERATED. 1.2 GPF. ADA COMPLIANT. MINIMUM 800 MAP FLUSH PERFORMANCE **
P	2B	AMERICAN STANDARD	WASHBRO FLOWISE 6590-001E	URINAL (FV) 0.125 GPF MOUNT AT ADA HEIGHT	2"	1 1/2"	3/4"		WHITE SIPHON JET. SLOAN ROYAL 186.0.125 SMOOTH. BATTERY OPERATED AUTOMATIC FLUSH VALVE. 0.125 GPF. ADA COMPLIANT
P	3A	AMERICAN STANDARD	AQUALYN 0476-028	LAVATORY (COUNTER TYPE) 0.5 GPM	2"	1 1/2"	1/2"	1/2"	SLOAN EBF65 BATTERY OPERATED SENSOR OPERATED FAUCET. 0.5 GPM AERATOR. GRID DRAIN. HANDI-TRAP SUPPLY/ DRAIN PROTECTION. ADA. POWERS LF6480 THERMOSTATIC MIXING VALVE WITH INTEGRAL CHECK VALVES

STEAM CONVERTER SCHEDULE

UNIT TYPE	UNIT NUMBER	MANUFACTURER	MODEL	LOCATION	SERVICE	GPM	WATER DROP	WATER PRES.	EWT	LWT	BTUH	#HRS STEAM	STEAM PRES.	FOULING FACTOR	AREA (SF)	CAPACITY	% GLYCOL	TRAP	COMMENTS
HX	1	ARMSTRONG	WS-1003-2004-CSSSS NW20		HEATING WATER	0	0.00 TH20	110 °F	110 °F	140 °F	0	0	0 TH20	0	2	0	0	0	-

COMMENTS:

- 1
- HOT WATER SOLUTION BASED ON 30% PROPYLENE GLYCOL.
- 2
- PROVIDE VACUUM BREAKER.
- 3
- PROVIDE MOUNTING BACK(S) FOR CONVERTORS.
- 4
- MAX WATER VELOCITY OF 4.5 FT/SEC.
- 5
- MINIMUM HEAT TRANSFER AREA OF 40.9 SQ. FT.

VARIABLE AIR VOLUME BOX SCHEDULE

UNIT TYPE	UNIT NUMBER	MANUFACTURER	MODEL	COOLING		HEATING		INLET STATIC CONNECTION	REHEAT SECTION				COMMENTS				
				MAX	MIN	MAXIMUM	INLET CONNECTION		GPM	BTUH	EWT/LWT	WT/WT		WPD	APD	% GLYCOL	NC
VAV	0101	KRUEGER	LMHS 12	230	10	125	1.00 in-wg	12"	1	1	1	1	2.307	1.00 in-wg	1	1	
VAV	0102	KRUEGER	LMHS 12	230	10	125	1.00 in-wg	12"	1	1	1	1	2.307	1.00 in-wg	1	1	
VAV	0103	KRUEGER	LMHS 12	230	10	125	1.00 in-wg	12"	1	1	1	1	2.307	1.00 in-wg	1	1	
VAV	0104	KRUEGER	LMHS 4	0	175	125	0.75 in-wg	4"	0	0	180/140	4	0	0.00 in-wg	1	20	
VAV	0105	KRUEGER	LMHS 4	0	175	125	0.75 in-wg	4"	0	0	180/140	4	0	0.00 in-wg	1	20	
VAV	0106	KRUEGER	LMHS 4	0	175	125	0.75 in-wg	4"	0	0	180/140	4	0	0.00 in-wg	1	20	
VAV	0107	KRUEGER	LMHS 4	0	175	125	0.75 in-wg	4"	0	0	180/140	4	0	0.00 in-wg	1	20	
VAV	0108	KRUEGER	LMHS 4	0	175	125	0.75 in-wg	4"	0	0	180/140	4	0	0.00 in-wg	1	20	
VAV	0109	KRUEGER	LMHS 4	0	175	125	0.75 in-wg	4"	0	0	180/140	4	0	0.00 in-wg	1	20	
VAV	0110	KRUEGER	LMHS 4	0	175	125	0.75 in-wg	4"	0	0	180/140	4	0	0.00 in-wg	1	20	
VAV	0111	KRUEGER	LMHS 4	0	175	125	0.75 in-wg	4"	0	0	180/140	4	0	0.00 in-wg	1	20	
VAV	0112	KRUEGER	LMHS 4	0	175	125	0.75 in-wg	4"	0	0	180/140	4	0	0.00 in-wg	1	20	
VAV	0113	KRUEGER	LMHS 8	230	10	125	1.00 in-wg	8"	1	1	1	1	2.307	1.00 in-wg	1	1	
VAV	0114	KRUEGER	LMHS 4	0	175	125	0.75 in-wg	4"	0	0	180/140	4	0	0.00 in-wg	1	20	
VAV	0115	KRUEGER	LMHS 4	0	175	125	0.75 in-wg	4"	0	0	180/140	4	0	0.00 in-wg	1	20	
VAV	0116	KRUEGER	LMHS 4	0	175	125	0.75 in-wg	4"	0	0	180/140	4	0	0.00 in-wg	1	20	
VAV	0117	KRUEGER	LMHS 4	0	175	125	0.75 in-wg	4"	0	0	180/140	4	0	0.00 in-wg	1	20	
VAV	0118	KRUEGER	LMHS 8	230	10	125	1.00 in-wg	8"	1	1	1	1	2.307	1.00 in-wg	1	1	
VAV	0119	KRUEGER	LMHS 4	0	175	125	0.75 in-wg	4"	0	0	180/140	4	0	0.00 in-wg	1	20	
VAV	0120	KRUEGER	LMHS 4	0	175	125	0.75 in-wg	4"	0	0	180/140	4	0	0.00 in-wg	1	20	
VAV	0121	KRUEGER	LMHS 4	0	175	125	0.75 in-wg	4"	0	0	180/140	4	0	0.00 in-wg	1	20	
VAV	0122	KRUEGER	LMHS 4	0	175	125	0.75 in-wg	4"	0	0	180/140	4	0	0.00 in-wg	1	20	
VAV	0123	KRUEGER	LMHS 8	230	10	125	1.00 in-wg	8"	1	1	1	1	2.307	1.00 in-wg	1	1	
VAV	0124	KRUEGER	LMHS 8	230	10	125	1.00 in-wg	8"	1	1	1	1	2.307	1.00 in-wg	1	1	
VAV	0125	KRUEGER	LMHS 12	230	10	125	1.00 in-wg	12"	1	1	1	1	2.307	1.00 in-wg	1	1	
VAV	0126	KRUEGER	LMHS 4	275	175	125	0.75 in-wg	4"	0	0	180/140	4	0	0.00 in-wg	1	20	
VAV	0201	KRUEGER	LMHS 12	230	10	125	1.00 in-wg	12"	1	1	1	1	2.307	1.00 in-wg	1	1	
VAV	0202	KRUEGER	LMHS 12	230	10	125	1.00 in-wg	12"	1	1	1	1	2.307	1.00 in-wg	1	1	
VAV	0203	KRUEGER	LMHS 12	230	10	125	1.00 in-wg	12"	1	1	1	1	2.307	1.00 in-wg	1	1	
VAV	0204	KRUEGER	LMHS 4	0	175	125	0.75 in-wg	4"	0	0	180/140	4	0	0.00 in-wg	1	20	
VAV	0205	KRUEGER	LMHS 4	0	175	125	0.75 in-wg	4"	0	0	180/140	4	0	0.00 in-wg	1	20	
VAV	0206	KRUEGER	LMHS 4	0	175	125	0.75 in-wg	4"	0	0	180/140	4	0	0.00 in-wg	1	20	
VAV	0207	KRUEGER	LMHS 4	0	175	125	0.75 in-wg	4"	0	0	180/140	4	0	0.00 in-wg	1	20	
VAV	0208	KRUEGER	LMHS 4	0	175	125	0.75 in-wg	4"	0	0	180/140	4	0	0.00 in-wg	1	20	
VAV	0209	KRUEGER	LMHS 12	230	10	125	1.00 in-wg	12"	1	1	1	1	2.307	1.00 in-wg	1	1	
VAV	0210	KRUEGER	LMHS 8	230	10	125	1.00 in-wg	8"	1	1	1	1	2.307	1.00 in-wg	1	1	
VAV	0211	KRUEGER	LMHS 8	230	10	125	1.00 in-wg	8"	1	1	1	1	2.307	1.00 in-wg	1	1	
VAV	0212	KRUEGER	LMHS 8	230	10	125	1.00 in-wg	8"	1	1	1	1	2.307	1.00 in-wg	1	1	
VAV	0214	KRUEGER	LMHS 4	0	175	125	0.75 in-wg	4"	0	0	180/140	4	0	0.00 in-wg	1	20	
VAV	0215	KRUEGER	LMHS 4	0	175	125	0.75 in-wg	4"	0	0	180/140	4	0	0.00 in-wg	1	20	
VAV	0216	KRUEGER	LMHS 8	230	10	125	1.00 in-wg	8"	1	1	1	1	2.307	1.00 in-wg	1	1	
VAV	0218	KRUEGER	LMHS 4	160	175	125	0.75 in-wg	4"	0	0	180/140	4	0	0.00 in-wg	1	20	
VAV	0219	KRUEGER	LMHS 12	230	10	125	1.00 in-wg	12"	1	1	1	1	2.307	1.00 in-wg	1	1	
VAV	0221	KRUEGER	LMHS 4	0	175	125	0.75 in-wg	4"	0	0	180/140	4	0	0.00 in-wg	1	20	
VAV	0301	TUTTLE & BAILEY	SDV	0	175	125	0.75 in-wg	8"	0	0	180/140	1	0	0.00 in-wg	1	20	
VAV	0302	TUTTLE & BAILEY	SDV	0	175	125	0.75 in-wg	8"	0	0	180/140	1	0	0.00 in-wg	1	20	
VAV	0303	KRUEGER	LMHS 8	230	10	125	1.00 in-wg	8"	1	1	1	1	2.307	1.00 in-wg	1	1	
VAV	0304	KRUEGER	LMHS 8	230	10	125	1.00 in-wg	8"	1	1	1	1	2.307	1.00 in-wg	1	1	
VAV	0305	TUTTLE & BAILEY	SDV	0	175	125	0.75 in-wg	8"	0	0	180/140	1	0	0.00 in-wg	1	20	
VAV	0306	TUTTLE & BAILEY	SDV	0	175	125	0.75 in-wg	8"	0	0	180/140	1	0	0.00 in-wg	1	20	
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VAV	0308	TUTTLE & BAILEY	SDV	0	175	125	0.75 in-wg	8"	0	0	180/140	1	0	0.00 in-wg	1	20	
VAV	0309	TUTTLE & BAILEY	SDV	0	175	125	0.75 in-wg	8"	0	0	180/140	1	0	0.00 in-wg	1	20	
VAV	E01	KRUEGER	KOFS 5	2100	0	0	0.75 in-wg	12"	1	0	180/140	1	0.339	0.35 in-wg	0	-	
VAV	E02	KRUEGER	KOFS 5	2800	0	0	0.75 in-wg	13"	1	0	180/140	1	0.339	0.35 in-wg	0	-	
VAV	E03	KRUEGER	KOFS 3	1450	0	0	0.75 in-wg	10"	1	0	180/140	1	0.339	0.35 in-wg	0	-	
VAV	E04	KRUEGER	KOFS 3	1450	0	0	0.75 in-wg	10"	1	0	180/140	1	0.339	0.35 in-wg	0	-	
VAV	E05	KRUEGER	KOFS 3	1450	0	0	0.75 in-wg	10"	1	0	180/140	1	0.339	0.35 in-wg	0	-	

COMMENTS:

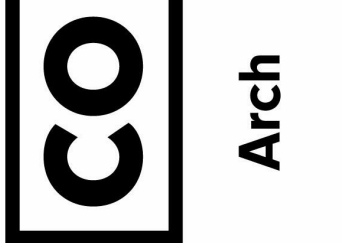
- 1
- CAPACITY BASED ON 30% PROPYLENE GLYCOL.
- 2
- CAPACITY BASED ON 55 DEG EAT.
- 3
- PROVIDE WITH DISCONNECT SWITCH.
- 4
- FAN SHALL HAVE SCK SPEED CONTROL.

FAN SCHEDULE

UNIT TYPE	UNIT NUMBER	MANUFACTURER	MODEL	LOCATION	SERVICE	VIBRATION ISOLATION	CFM	S.P.D.	VOLTAGE	HP	SONES	PHASES	COMMENTS
SF	1	LOREN COOK COMPANY	300PLCD17		SUPPLY		20000	4.00 in-wg	0	20	0	0	
SF	2	LOREN COOK COMPANY	300PLCD17		SUPPLY		20000	4.00 in-wg	0	20	0	0	

COMMENTS:

- 1
- PROVIDE WITH STANDARD PREWIRED DISCONNECT.
- 2
- PROVIDE WITH THERMAL OVERLOAD.
- 3
- PROVIDE WITH MOTORIZED DAMPER.
- 4
- PROVIDE WITH RUBBER ISOLATORS.
- 5
- PROVIDE WITH ROOF CURB.
- 6
- PROVIDE WITH ANODIZED ALUMINUM OR PLASTIC GRILLE.
- 7
- PROVIDE WITH WALL CAP. ROOF CAP. EAIVE VENT WITH BACK DRAFT DAMPER.
- 8
- INLINE FAN WITH STANDARD PLUG DISCONNECT. ALUMINUM WALL CAP.
- 9
- PROVIDE WITH STD DISCONNECT NEMA 3. VENTED ROOF CURB. GREASE TERMINATOR. FAN TO BE UL 762 RATED FOR GREASE EXHAUST.
- 10
- PROVIDE VARIABLE SPEED SWITCH.



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Phone: 608-276-9200

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Phone: 262-875-6760

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CO-OP PROJECT NO: 1936

PRELIMINARY
NOT FOR
CONSTRUCTION

ISSUE:

Issue Date Project Status

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REV. # REV. DSC. REV. DATE

PROJECT:

SDSMT DEVEREAUX LIBRARY
PHASE 1
SOUTH DAKOTA SCHOOL OF
MINES AND TECHNOLOGY
RAPID CITY, SOUTH DAKOTA

SHEET TITLE:

MECHANICAL SCHEDULES

M6-0

CO

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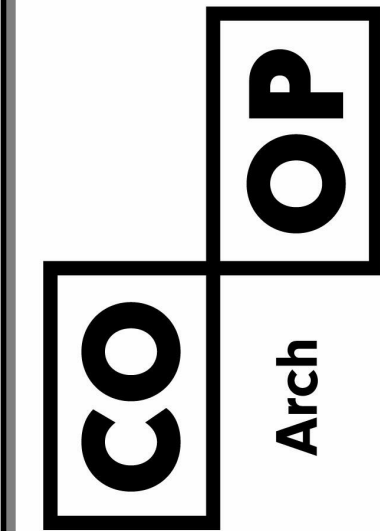
PROJECT:
SDSMT DEVEREAUX LIBRARY
PHASE 1
SOUTH DAKOTA SCHOOL OF
MINES AND TECHNOLOGY
RAPID CITY, SOUTH DAKOTA

SHEET TITLE:
LOWER LEVEL ELECTRICAL
DEMOLITION PLAN

E1-0



LOWER LEVEL ELECTRICAL DEMOLITION PLAN
1/8" = 1'-0"



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PROJECT:
SDSMT DEVEREAUX LIBRARY
PHASE 1
SOUTH DAKOTA SCHOOL OF
MINES AND TECHNOLOGY
RAPID CITY, SOUTH DAKOTA

SHEET TITLE:
FIRST FLOOR ELECTRICAL
DEMOLITION PLAN

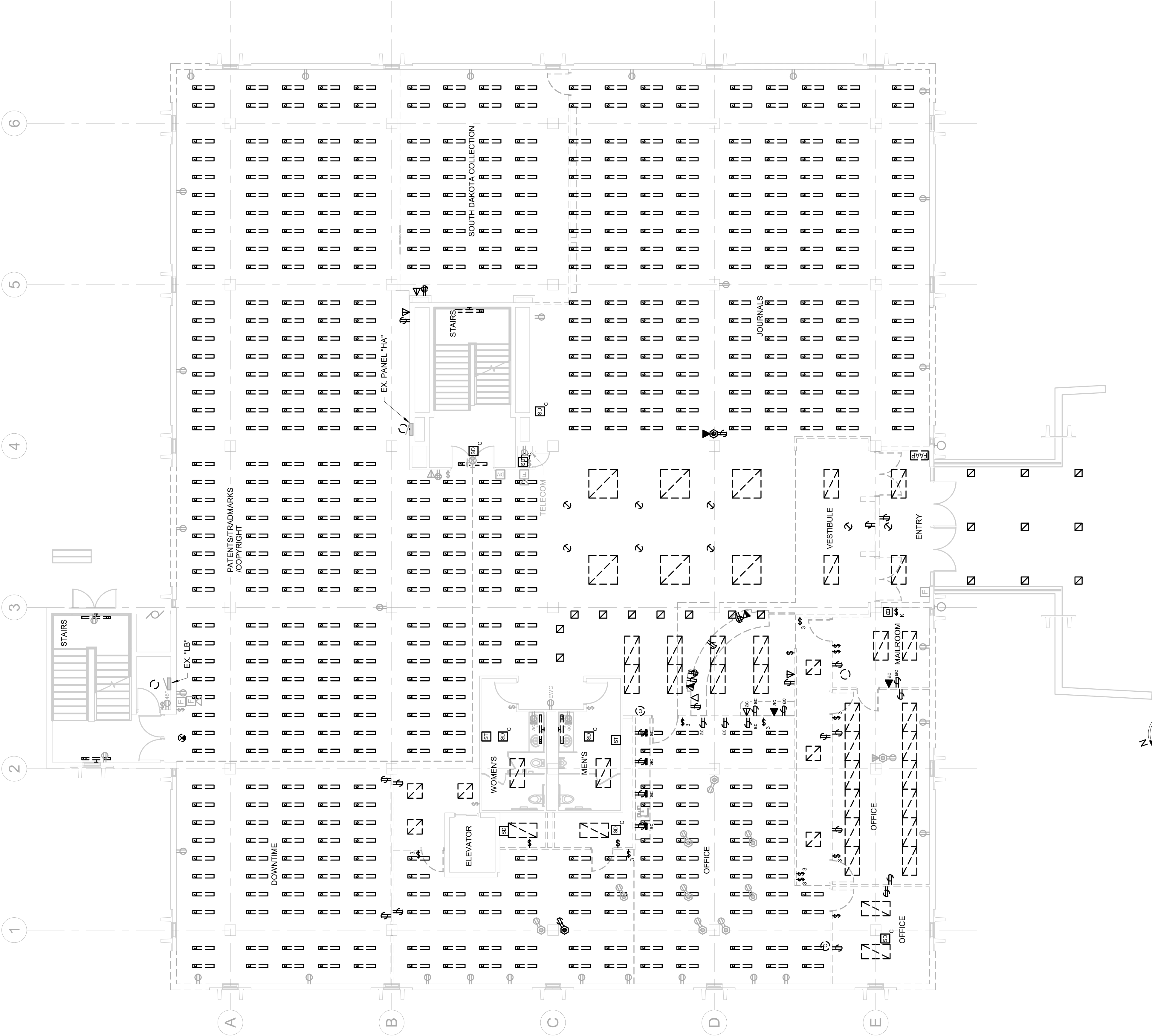
E1-1

ELECTRICAL MISCELLANEOUS NOTES

- A
- B
- C
- D

ELECTRICAL SPECIFIC NOTES

(E)



FIRST FLOOR ELECTRICAL DEMOLITION PLAN
1/8" = 1'-0"

CO

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FAX: (414) 333-1101
WWW.WPEE-ENGINEERING.COM

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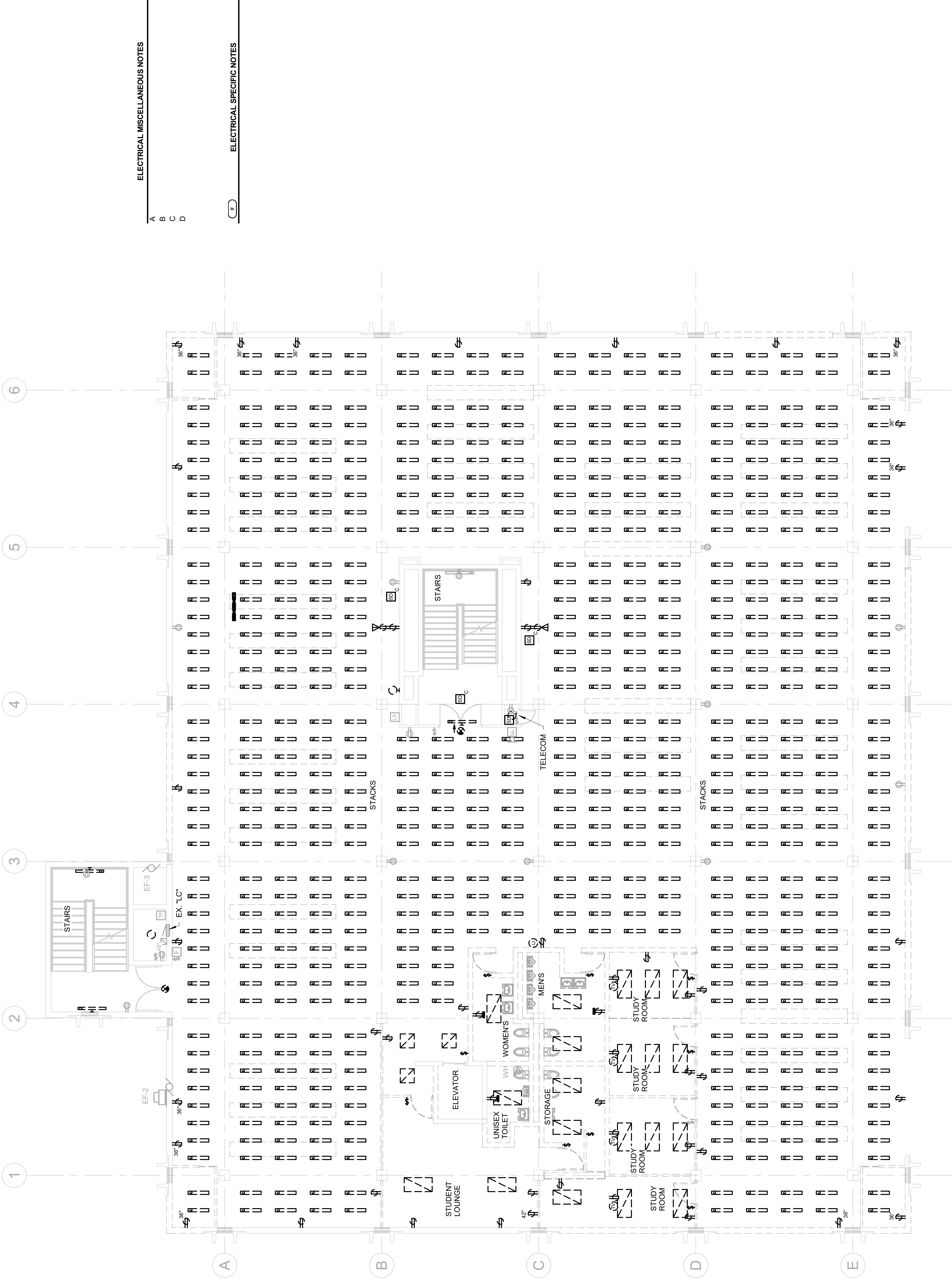
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CONSTRUCTION

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REVISION SCHEDULE:	REV. # REV. DSC. REV. DATE	

PROJECT:
SDSMT DEVEREAUX LIBRARY
PHASE 1
SOUTH DAKOTA SCHOOL OF
MINES AND TECHNOLOGY
RAPID CITY, SOUTH DAKOTA

SHEET TITLE:
SECOND FLOOR ELECTRICAL
DEMOLITION PLAN

E1-2



ELECTRICAL MISCELLANEOUS NOTES

- A
- B
- C
- D

ELECTRICAL SPECIFIC NOTES

#

SECOND FLOOR ELECTRICAL DEMOLITION PLAN
1/8" = 1'-0"

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ELECTRICAL MISCELLANEOUS NOTES

- A
- B
- C
- D

ELECTRICAL SPECIFIC NOTES

- (C-1)

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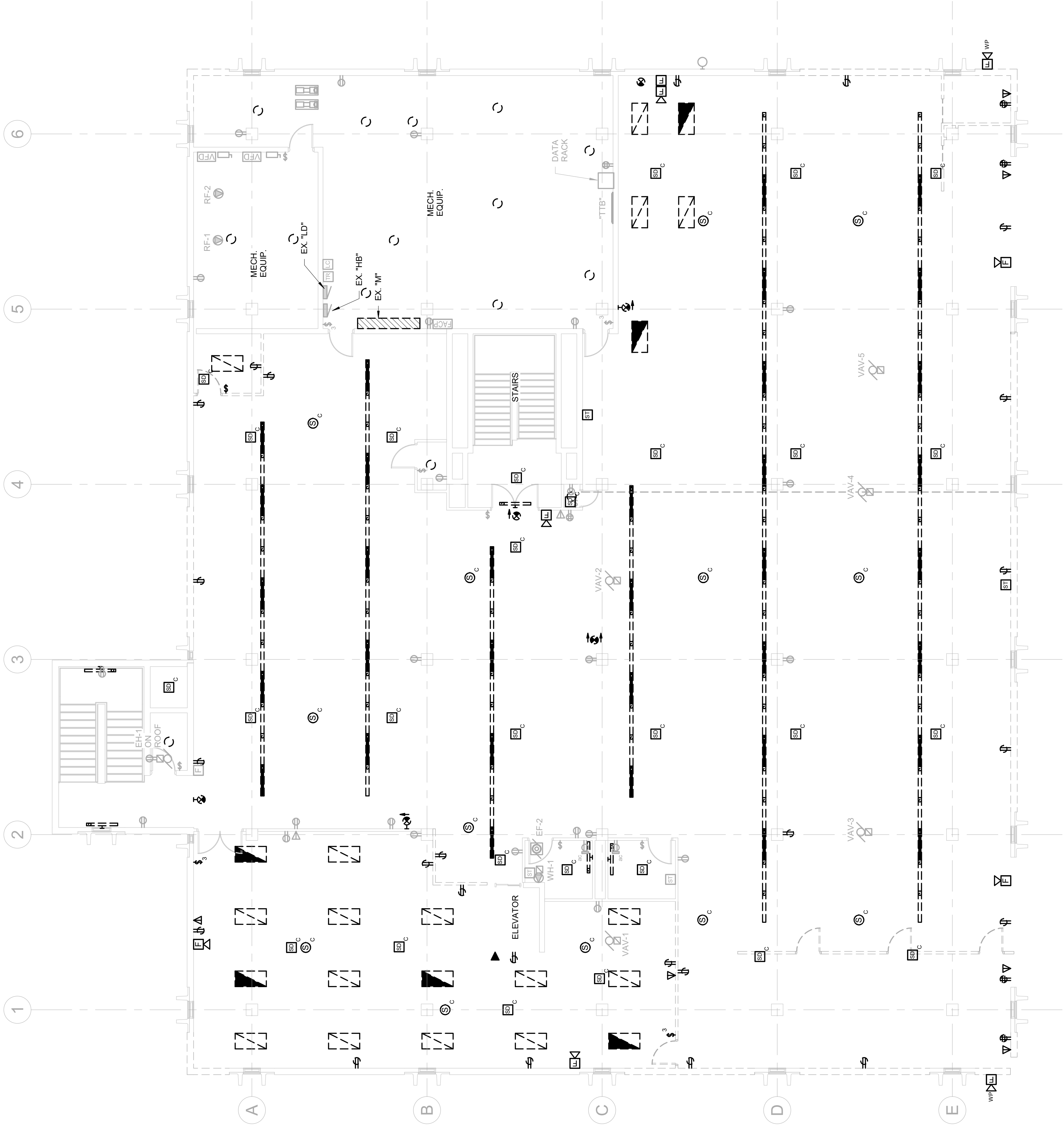
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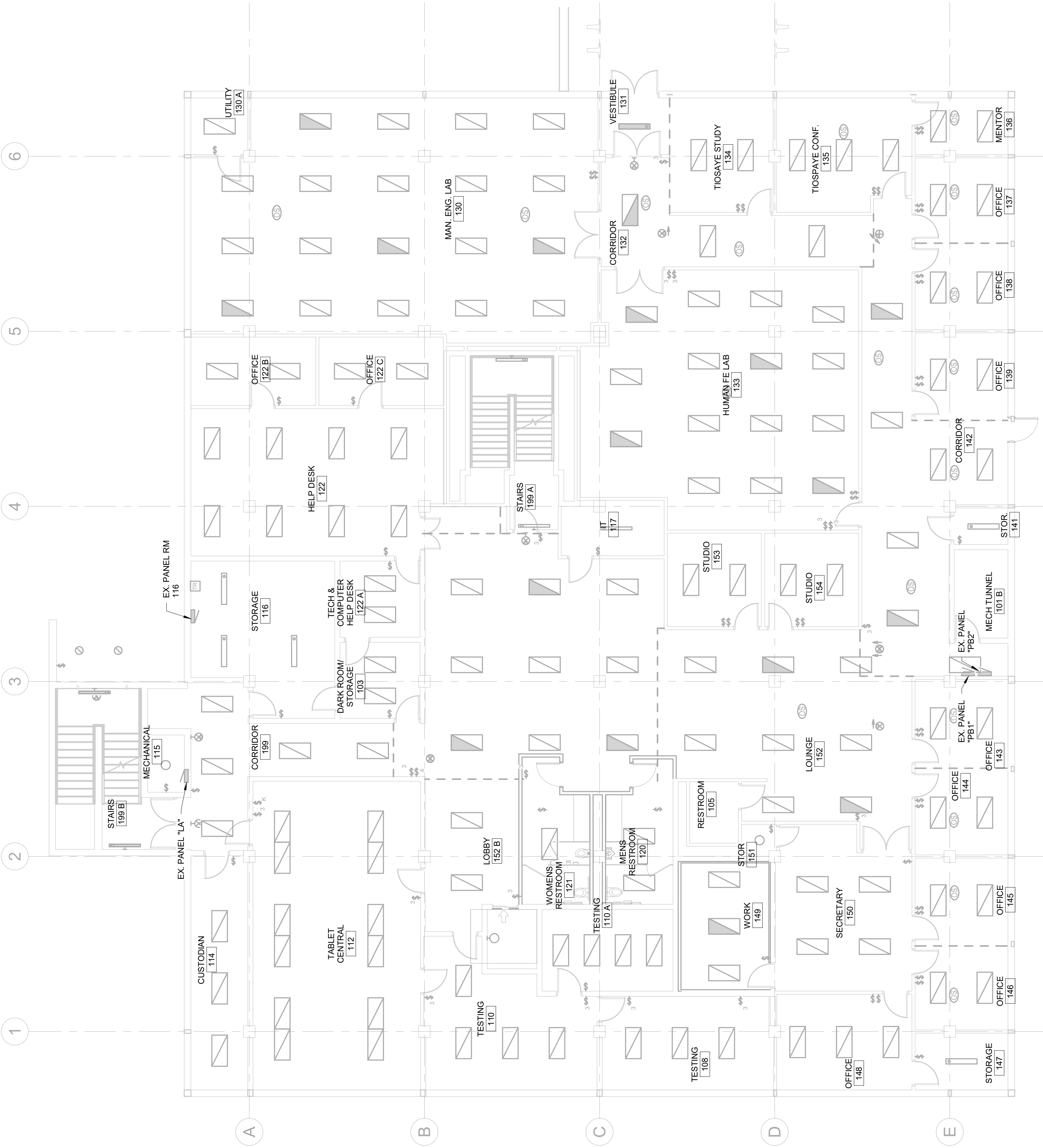
PROJECT:
SDSMT DEVEREAUX LIBRARY
PHASE 1
SOUTH DAKOTA SCHOOL OF
MINES AND TECHNOLOGY
RAPID CITY, SOUTH DAKOTA

SHEET TITLE:
THIRD FLOOR ELECTRICAL
DEMOLITION PLAN

E1-3



THIRD FLOOR ELECTRICAL DEMOLITION PLAN
1/8" = 1'-0"

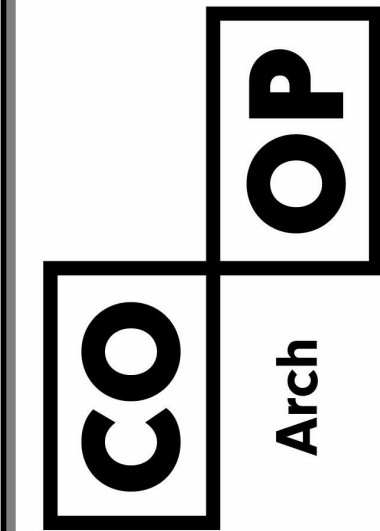


ELECTRICAL MISCELLANEOUS NOTES

- A
- B
- C
- D

ELECTRICAL SPECIFIC NOTES

- #



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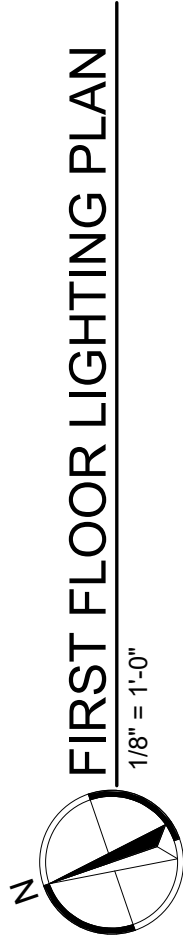
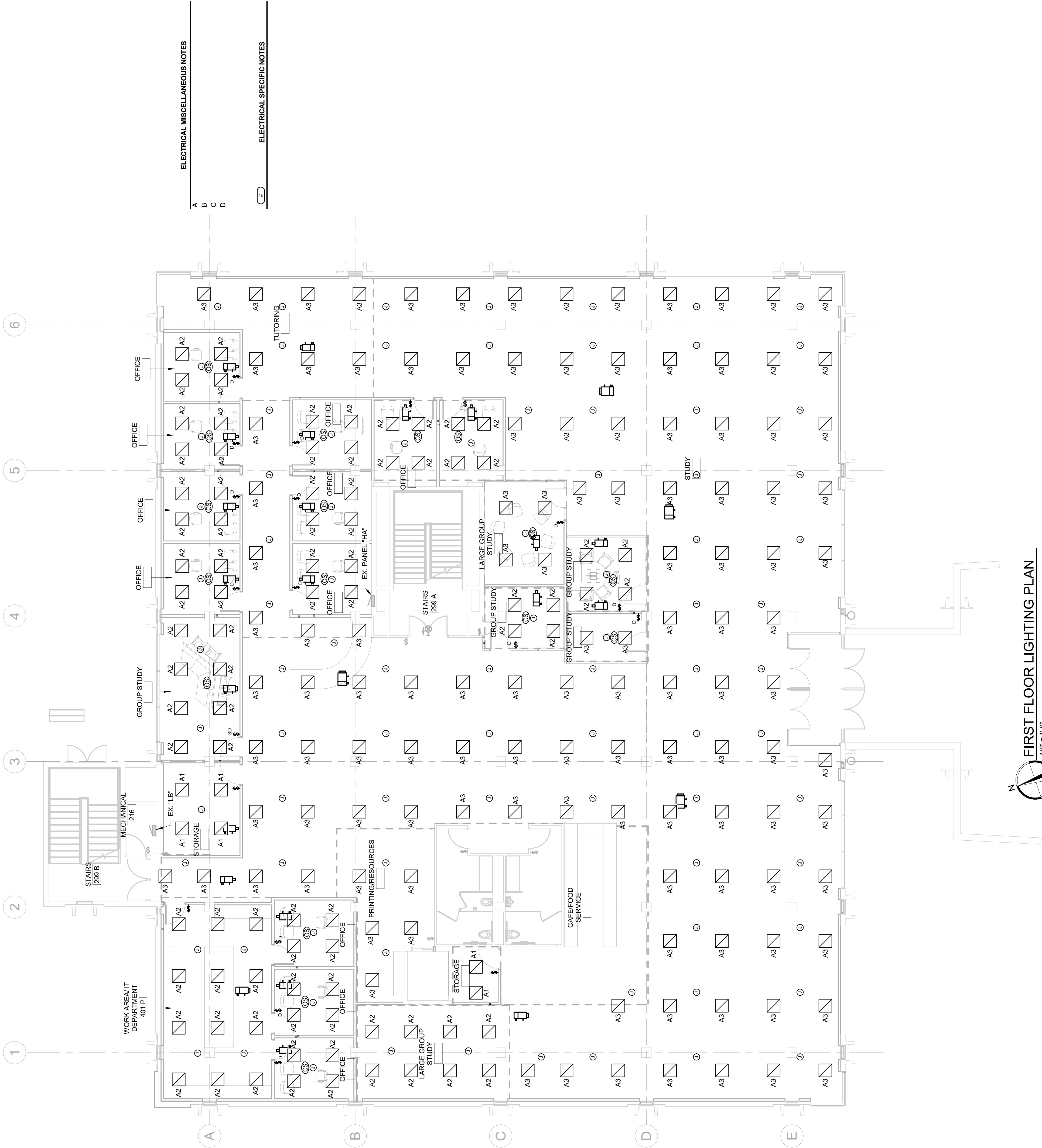
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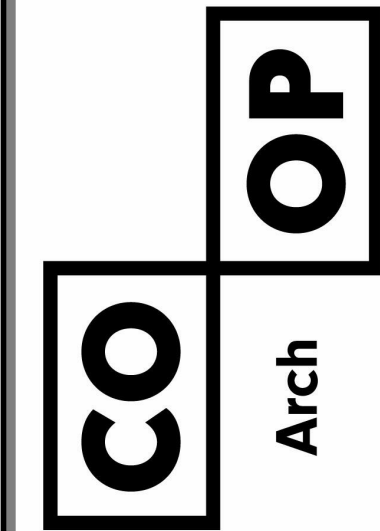
PROJECT:
SDSMT DEVEREAUX LIBRARY
PHASE 1
SOUTH DAKOTA SCHOOL OF
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RAPID CITY, SOUTH DAKOTA

SHEET TITLE:
FIRST FLOOR LIGHTING PLAN

E2.1



FIRST FLOOR LIGHTING PLAN



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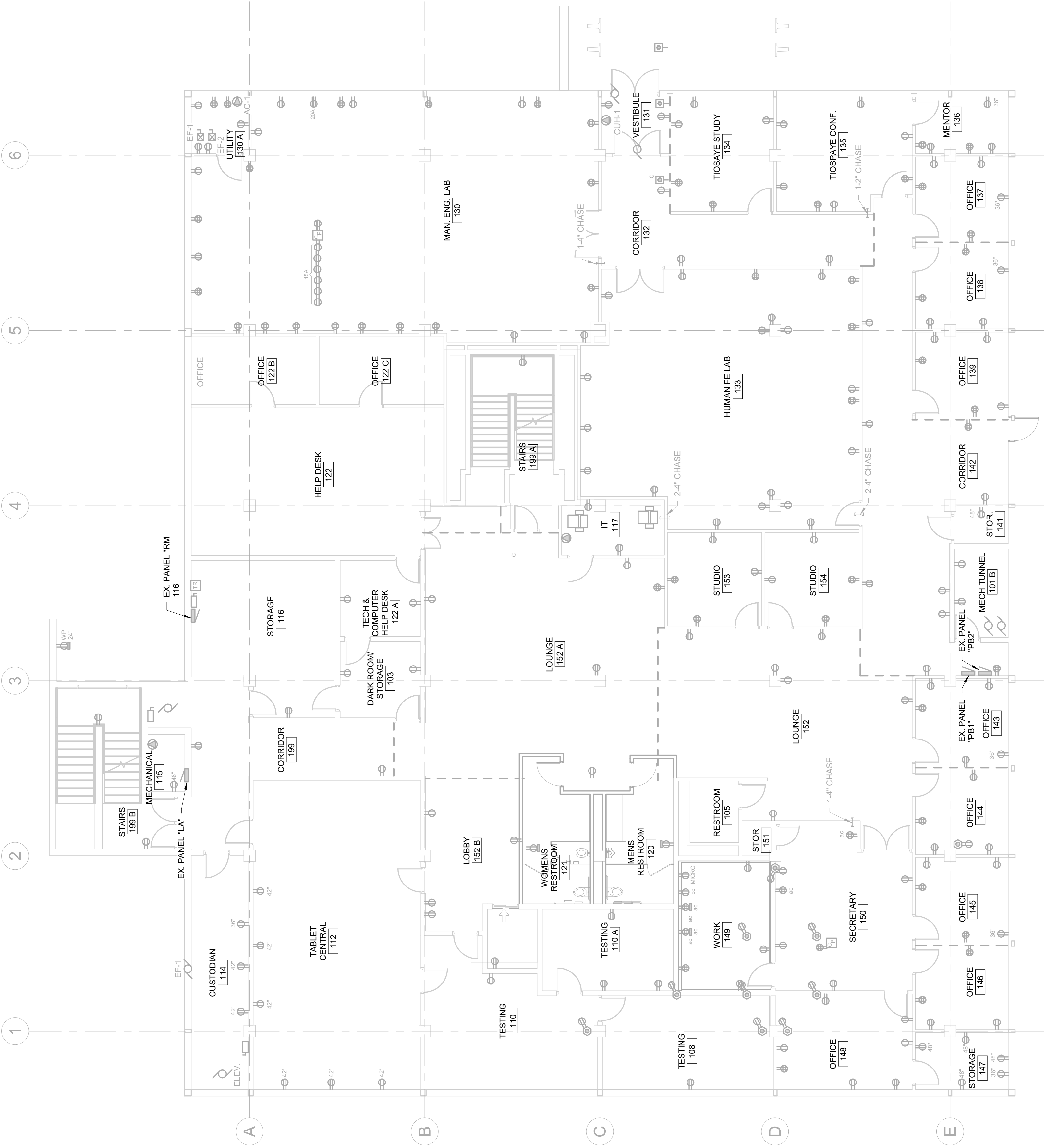
PROJECT:

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RAPID CITY, SOUTH DAKOTA

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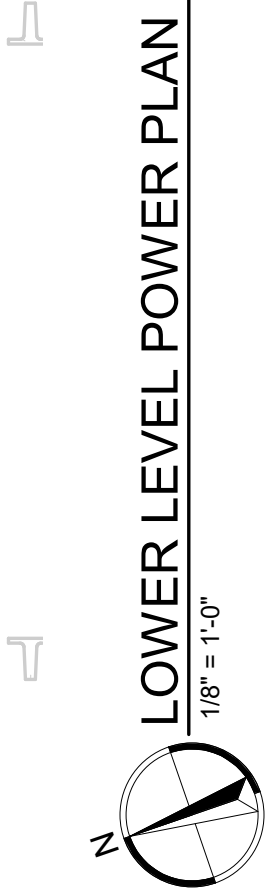
LOWER LEVEL POWER PLAN

E3.0



ELECTRICAL MISCELLANEOUS NOTES	
A	
B	
C	
D	

ELECTRICAL SPECIFIC NOTES	
E	



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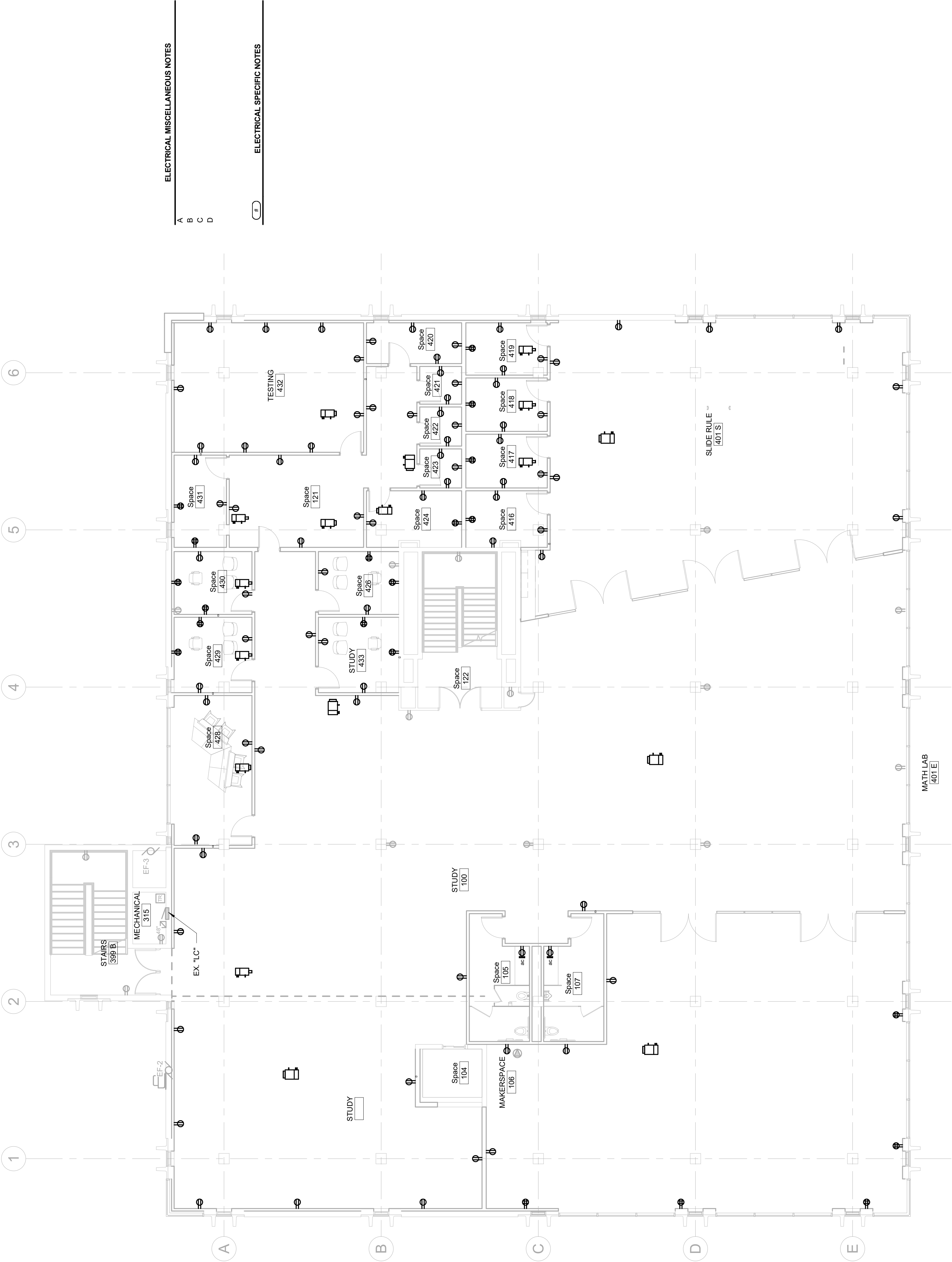
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REVISION SCHEDULE:	REV. #	REV. DSC.
		REV. DATE

PROJECT:
SDSMT DEVEREAUX LIBRARY
PHASE 1
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MINES AND TECHNOLOGY
RAPID CITY, SOUTH DAKOTA

SHEET TITLE:
SECOND FLOOR POWER PLAN

E3.2



ELECTRICAL MISCELLANEOUS NOTES

- A
- B
- C
- D

ELECTRICAL SPECIFIC NOTES

#

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FAX: (414) 382-1001
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RAPID CITY, SOUTH DAKOTA

SHEET TITLE:
THIRD FLOOR POWER PLAN

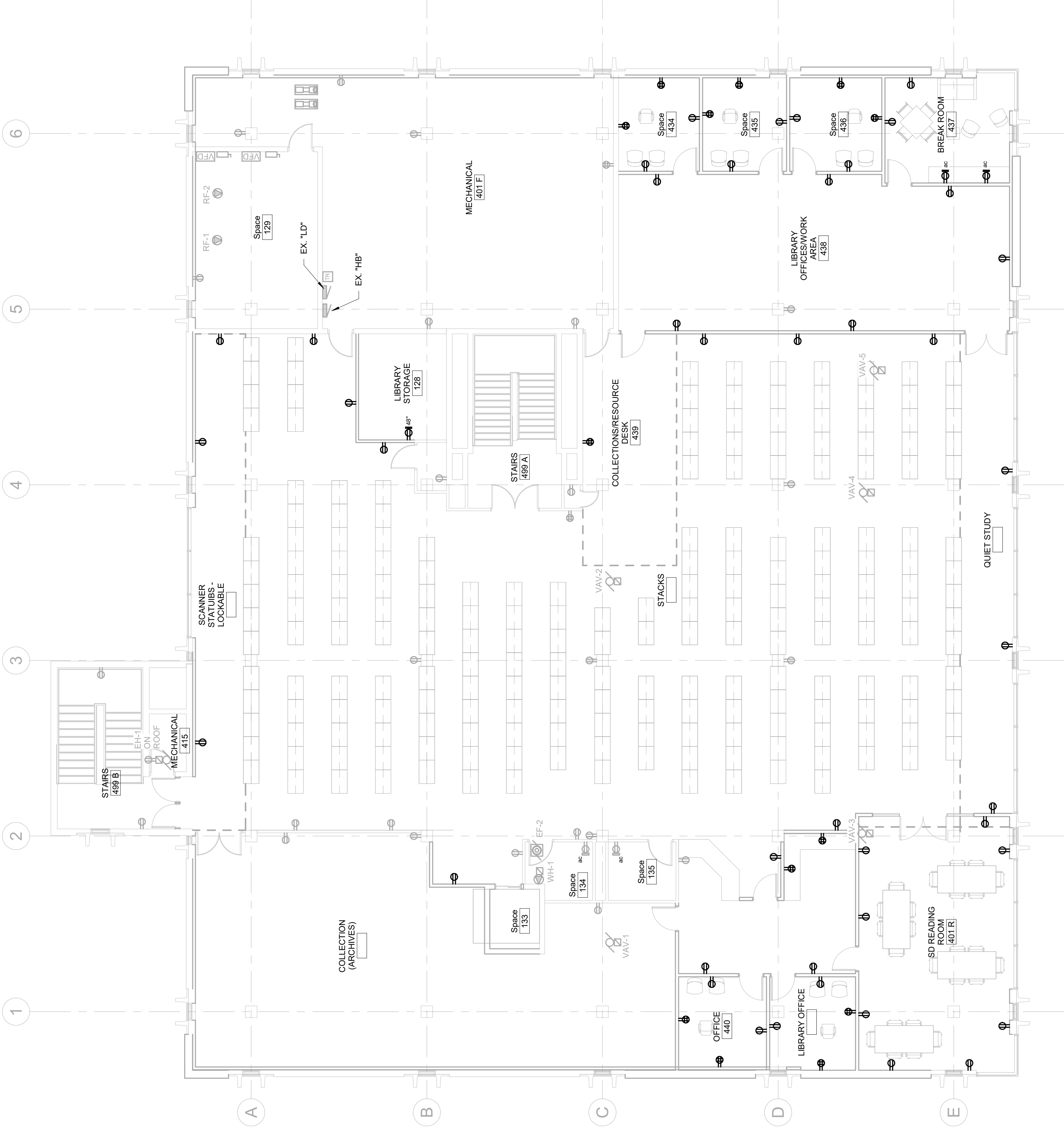
E3.3

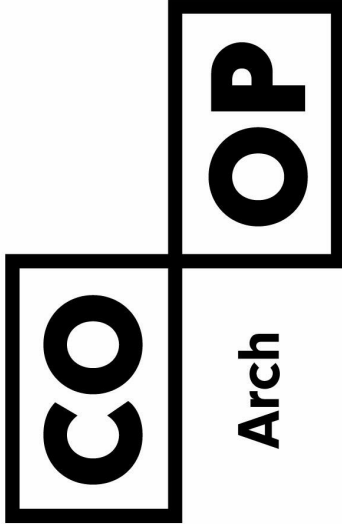
ELECTRICAL MISCELLANEOUS NOTES

- A
- B
- C
- D

ELECTRICAL SPECIFIC NOTES

- #





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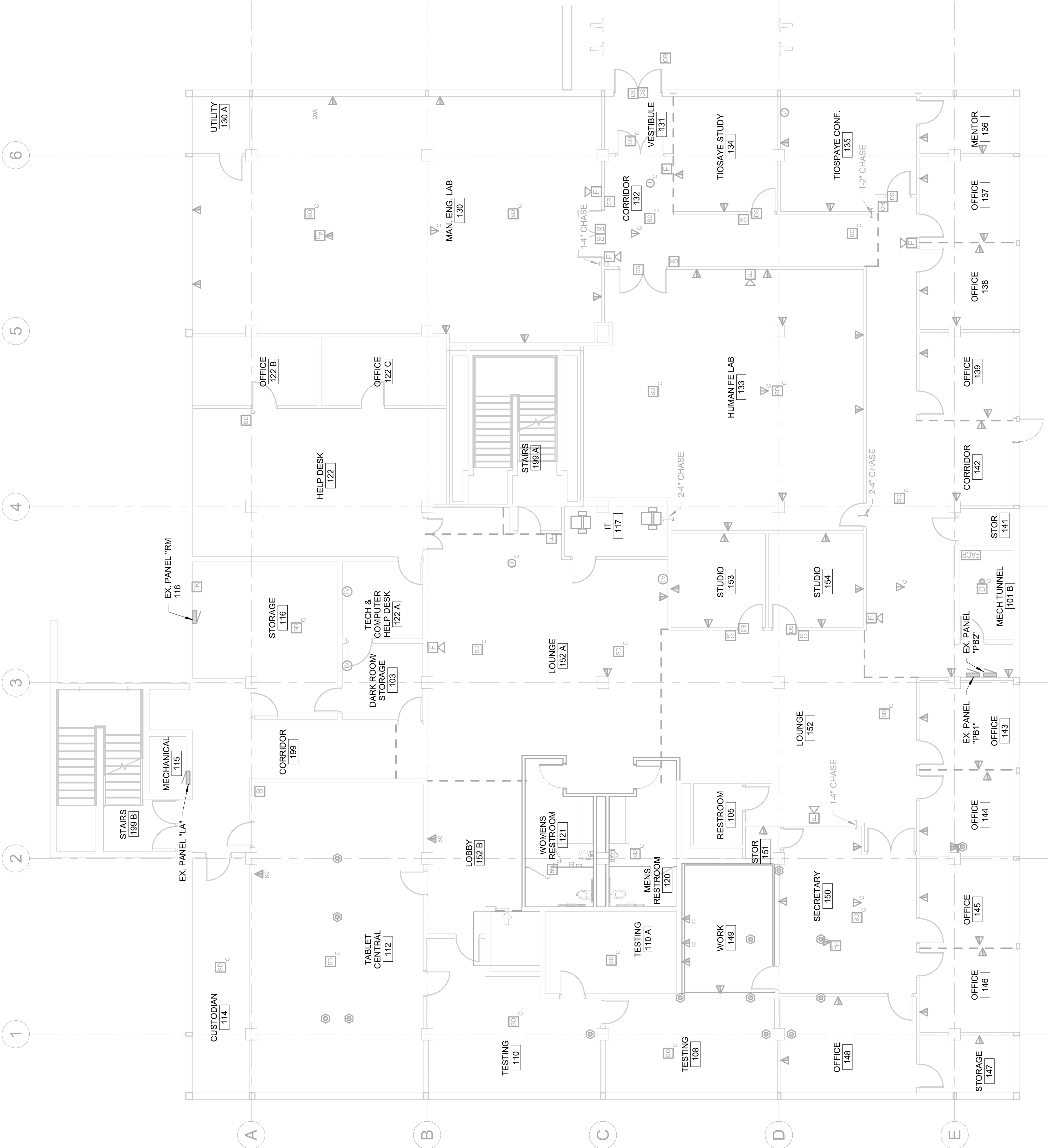
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REVISION SCHEDULE:	
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PROJECT:
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PHASE 1
SOUTH DAKOTA SCHOOL OF
MINES AND TECHNOLOGY
RAPID CITY, SOUTH DAKOTA

SHEET TITLE:
LOWER LEVEL SIGNAL PLAN

E4.0

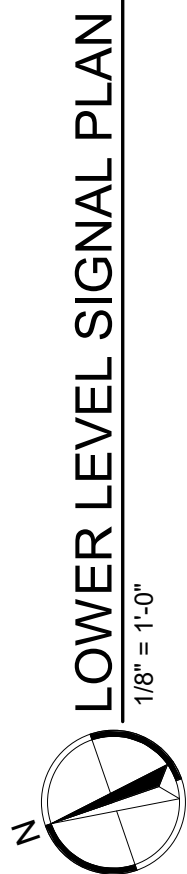


ELECTRICAL MISCELLANEOUS NOTES

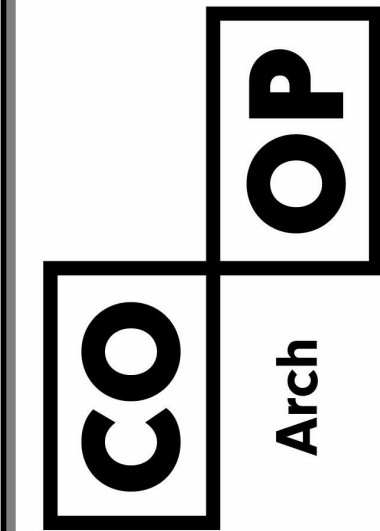
- A
- B
- C
- D

ELECTRICAL SPECIFIC NOTES

#



LOWER LEVEL SIGNAL PLAN



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PROJECT:
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PHASE 1
SOUTH DAKOTA SCHOOL OF
MINES AND TECHNOLOGY
RAPID CITY, SOUTH DAKOTA

SHEET TITLE:
FIRST FLOOR SIGNAL PLAN

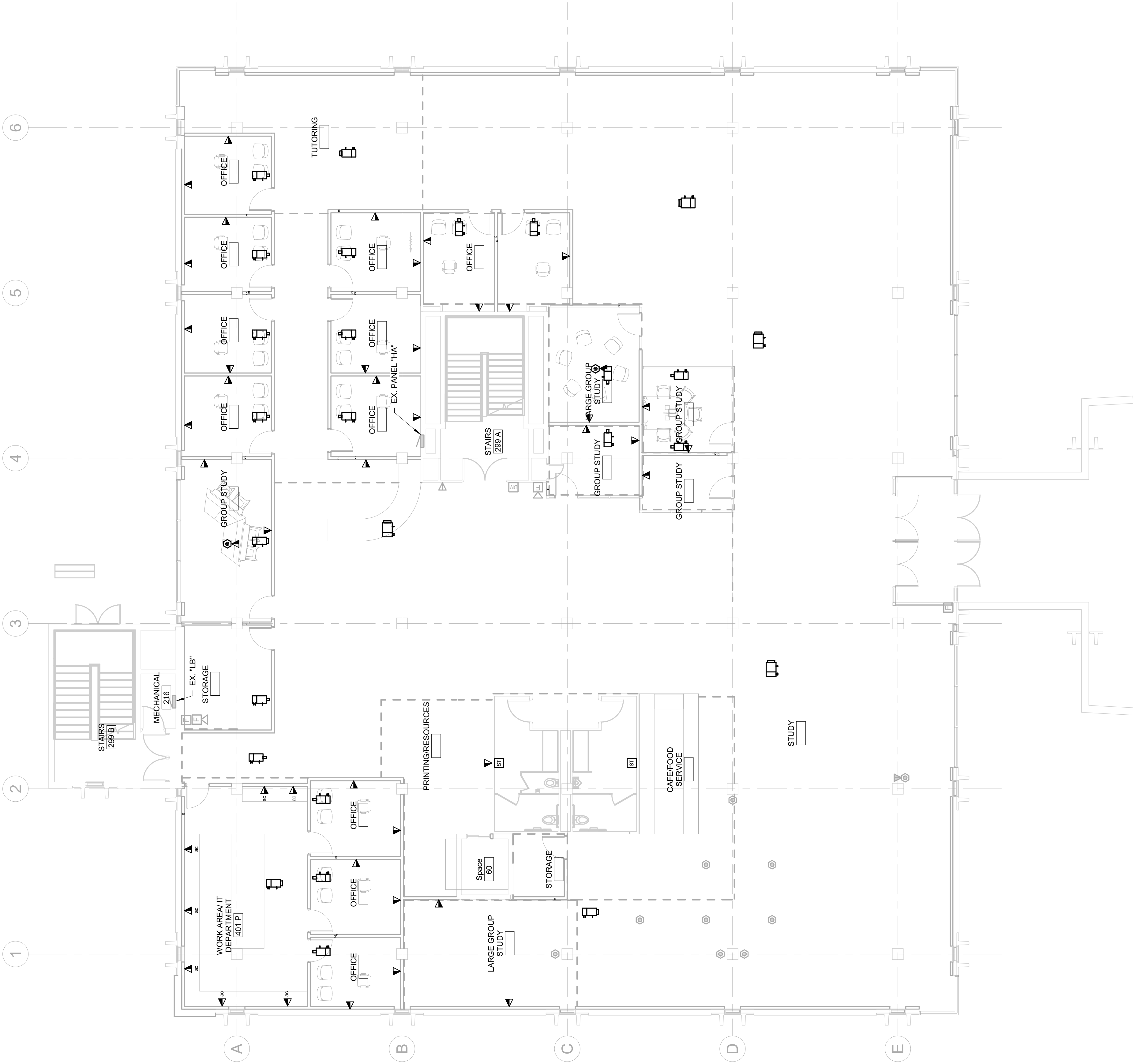
E4.1

ELECTRICAL MISCELLANEOUS NOTES

- A
B
C
D

ELECTRICAL SPECIFIC NOTES

#



FIRST FLOOR SIGNAL PLAN
1/8" = 1'-0"

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MILWAUKEE, WI 53233
PHONE: (414) 382-1000 FAX: (414) 382-1005
WWW.WIRELESSPROJECTENGINEERING.COM

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PROJECT:
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PHASE 1
SOUTH DAKOTA SCHOOL OF
MINES AND TECHNOLOGY
RAPID CITY, SOUTH DAKOTA

SHEET TITLE:
SECOND FLOOR SIGNAL PLAN

E4.2



ELECTRICAL MISCELLANEOUS NOTES

- A
- B
- C
- D

ELECTRICAL SPECIFIC NOTES

- (1)

CO

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WPE ENGINEERING, INC.
1700 BANKERS BUILDING
SUITE 1000
RAPID CITY, SD 57701
PHONE: 605-334-9999
FAX: 605-334-9999
WWW.WPEENGINEERING.COM

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1936

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CONSTRUCTION

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REV. # REV. DSC. REV. DATE

PROJECT:

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PHASE 1
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MINES AND TECHNOLOGY
RAPID CITY, SOUTH DAKOTA

SHEET TITLE:

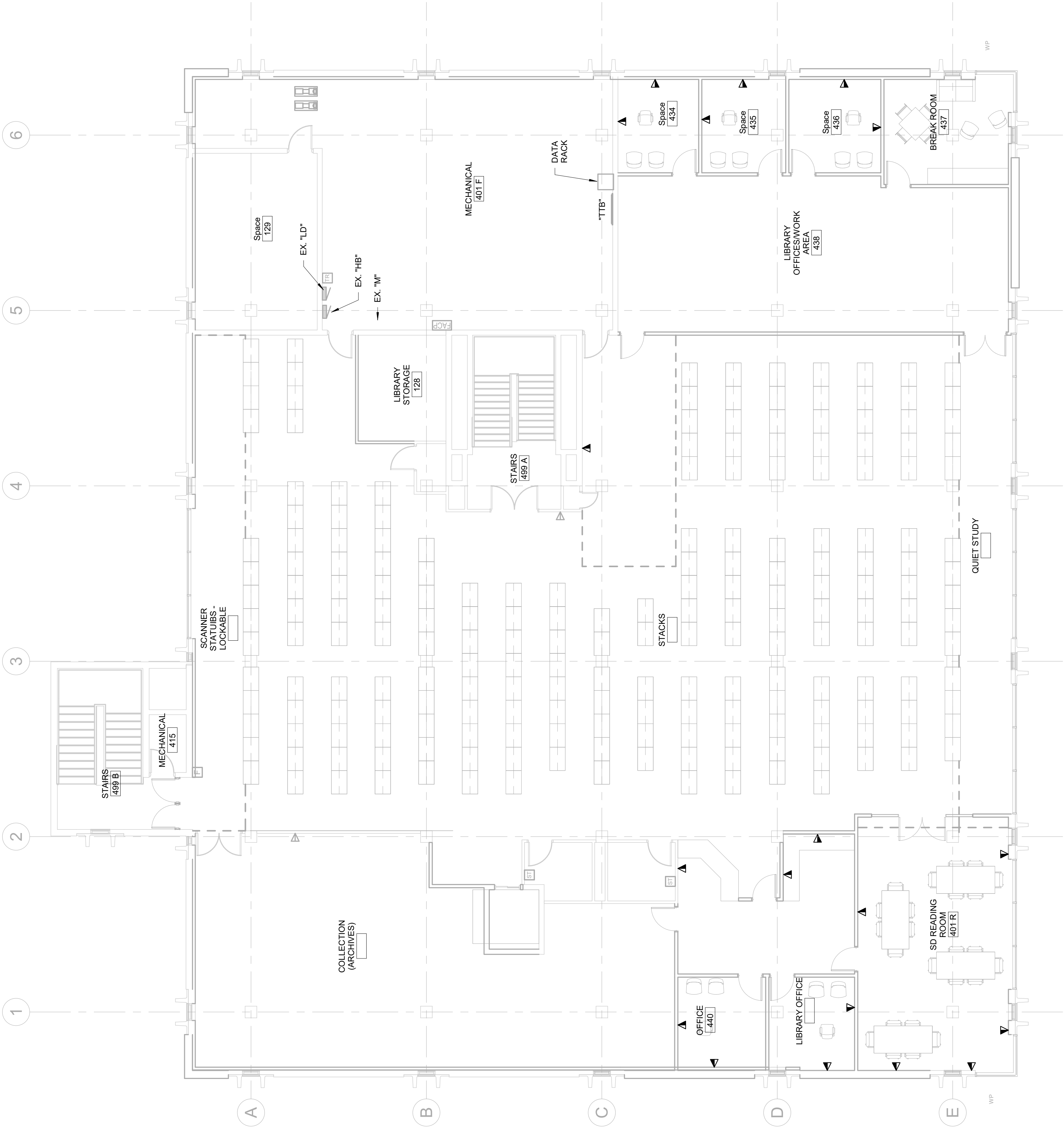
THIRD FLOOR SIGNAL PLAN

E4.3

ELECTRICAL MISCELLANEOUS NOTES

- A
- B
- C
- D

ELECTRICAL SPECIFIC NOTES



N

THIRD FLOOR SIGNAL PLAN

1/8" = 1'-0"

**SDSM&T Devereaux Library
Building Assessment
Rapid City, SD
OSE#
WPE # BR19035**

November 03, 2020

Electrical Assessment

1.1 Interior Lighting

The 1st and 2nd floor interior lighting consists of a mix of 32 watt T8 fluorescent light fixtures with some 17 watt T8 light fixtures and some recessed incandescent light fixtures. The light fixtures were upgraded to T8 lamps from the old 40 watt T12 lamps that were originally installed in the building. The majority of the light fixtures on these floors are single lamp fixtures with an acrylic lens. These light fixtures are recessed into the ceiling construction. Light fixtures in other support spaces are a recessed acrylic lensed troffer type. Lighting in the entry/lobby area consists of 4 foot by 4 foot recessed fixtures with some recessed incandescent can lights. The light fixtures are provided with minimal controllability. The lighting in the collections areas are controlled via lighting relay panels on each floor and switched from a multiple switch bank in a single location on each floor. The rest of the lighting on these floors is controlled on a room by room basis via wall switches. Exit signs appear at egress points but the majority of them are not an LED energy efficient type. Very little emergency lighting is provided for egress needs. Where emergency lighting is provided, it is by way of wall mounted “bug eye” style fixtures which do not effectively provide egress lighting through stacks.

The interior lighting on the 3rd floor consists of a mixture of 32 watt T8 and 54 watt T5HO fluorescent light fixtures. The light fixtures were upgraded as part of a renovation project that took place in 2004. The light fixtures on this floor consist of rows of 45 watt T5HO, linear, indirect, pendant lights that are located over the collections and study areas. Light fixtures in the archives area are a recessed, acrylic lensed fixture type. The light fixtures in the mechanical spaces are still original fixtures to the building but have been upgrade to 32 watt, T8 lamps. The lighting in the collections/study areas are controlled via a wall switch located next to the stairs. The rest of the lighting on this floor is controlled on a room by room basis via wall switches. Exit signs appear at egress points and are an LED energy efficient type. These exits signs were installed during the 2004 project. Emergency lighting is provided via specific light fixtures that are furnished with emergency ballasts and battery packs.

The interior lighting in the basement consists of 28 watt T5 fluorescent light fixtures and LED exit signage. The basement lighting was installed new during the Industrial Engineering Renovation project that was completed in 2016. Emergency egress lighting is accomplished on this floor via specific light fixtures that are furnished with emergency ballasts and battery packs. Occupancy sensors are provided throughout much of the office, corridor, lobby, and lab spaces. Multilevel switching lighting control is also provided throughout a majority of the offices and lab spaces.

Most of the lighting on the 1st and the 2nd floor is dated and not consistent with the needs of the facility and it is our recommendation that it be replaced. General lighting shall be replaced with newer more energy efficient LED light fixtures. Occupancy sensors shall be provided to control the lights at restrooms and offices to also save on energy costs. The library has expressed dissatisfaction with the linear pendant style light fixtures on the 3rd floor that are above the collections/study areas. These linear pendant light fixtures shall be replaced with new 2x2 recessed style light fixtures in accordance with the school’s lighting standards. The basement lighting is in good working condition. Although not

necessarily needed; If the school wishes, the lighting could be changed out to new, more energy efficient LED type fixtures. Appropriate egress lighting shall be provided throughout the building. All exit signs will be upgraded to new LED style exit signs to provide energy savings. All new lighting shall be in accordance with ASHRAE 90.1 (Energy Standards for Buildings). Section 9 outlines lighting standards to assist in energy efficient design. It is not anticipated that LEED will be pursued on this project; however, if LEED is pursued a lighting control system with daylight harvesting will be provided for the project.

1.2 Electrical Service

The existing building is served by an 800Amp, 480Y/277Volt, three-phase, 4-wire electrical service. The service is fed by an underground feeder originating from a pad-mount transformer, located outside of the building. The electrical service consists of an exterior main service disconnect switch that feeds a main switchboard with fused switches located on the third floor. The switchboard appears to be original to the building. There are several branch circuit panelboards, located at each floor, throughout the building that are also of a similar age as that of the main switchboard.

The main switchboard and branch circuit panelboards that are serving the facility are old and at end of life. Parts are hard to find. If a failure was to occur, there could be significant down time while searching for replacement parts. The main switchboard and older branch circuit panelboards shall be replaced. The new main switchboard shall be a circuit breaker type and fully coordinated for arc fault with downstream branch circuit panelboards it will be serving. New branch circuit panelboards shall be provided as circuit breaker type. All new power distribution feeders shall consist of copper conductors in metallic conduit.

1.3 Branch Circuiting/Loads

With exception to the basement level, most of the branch wiring, wiring devices, and raceway systems appear to be of similar age as the building. There have been additional wiring devices and circuits added over the years utilizing surface raceway. Many of the wiring devices in the basement area were installed new during the Industrial Engineering Renovation project that was completed in 2016. The majority of the existing branch wiring, wiring devices, and raceway systems appear in fair condition.

Additional branch circuits for general purpose receptacles, computer workstations will be added to any renovated spaces. This will provide the occupants with the needed power for their day to day activities. The design of any remodeled areas will be worked out in conjunction with the occupants so that their electrical needs are being met. Branch circuit wiring shall be by way of copper conductors in metallic conduit. Minimum wire size shall be 12 AWG for 20A circuits. Circuits longer than 75 feet shall have the conductors' upsized in order to reduce voltage drop at devices served. All circuits will include a dedicated equipment grounding conductor pulled with the current carrying conductors. Dedicated neutral will be provided for all single pole circuit breakers to meet new code requirements. It is not anticipated that LEED will be pursued on this project; however, if LEED is pursued receptacle plug load control will be provided that will control 50% or more of all 120 volt receptacles by an automatic control

device. This is typically accomplished via a time of day controller, occupant sensor, or a signal from another control or alarm that indicates the area is unoccupied.

1.4 Food Service – Einstein Bagels

The library is being provided with a new food service program, Einstein Bagels. The electrical design shall plan for the electrical installation of the food service equipment, lighting, communications, and specific systems in accordance with the Einstein Bagels standards and requirements. A dedicated electrical branch circuit panelboard is planned to be provided for this area to power the new food service equipment. New GFCI type receptacles shall be provided in kitchen and food preparation space.

1.5 Special Systems

The buildings communication cabling appears to be in fair condition for the use of the facility. Additional communications jacks have been added as well as wireless access points.

Additional communications rough-in and wiring shall be installed to provide for any renovated space. Offices, work areas, and conference rooms shall be furnished with new telephone and data jacks to provide for the occupant's requirements. New telecommunications cabling will be plenum rated CAT 6 cable matching the school's standards for cabling. As such all new connectivity equipment such as switches and patch panels shall also be specified as CAT 6 compliant. Cabling shall be ran utilizing open wiring methods such as cable tray, and j-hooks above accessible ceiling spaces. If no accessible ceiling is provided, cabling shall be routed back to the communications closets in conduit.

The building is equipped with a fire alarm system that covers the majority of the building with automatic detection. The basement level is equipped with fire alarm devices that were installed as new during the Industrial Engineering Renovation project that was completed in 2016. Manual pull stations have been provided at the exits and the fire alarm notification has been provided by horn/strobes. The fire alarm control panel is located on the third floor and is an intelligent, addressable panel that was installed approximately fifteen years ago.

Existing fire alarm devices will be removed and new fire alarm devices will be added to allow for the renovated and reorganized spaces throughout the first, second, and third floors. New notification devices will be provided throughout to meet decibel and visual requirements per code.

Electrical rough-in shall be provided at doors for new access control devices. Electrical rough-in shall be provided in the form of electrical boxes and conduit in the wall for card readers, and conduit stubbed into the door frames for door switches and electric strikes. These doors shall be identified and coordinated with the school for exact locations.

Mechanical Study

2.0: Plumbing System

The majority of the plumbing systems in the Devereaux Library have remained untouched since it was built in 1968. There have been minor modifications to the bathrooms on first, second, and fourth floors have brought parts of the facility up to current ADA standards. As the building has a flat roof, the building utilizes roof drains and storm drain piping.

The majority of the sanitary and domestic piping within the facility are original to the building and are approximately fifty-one years old. In areas where the piping is accessible, the domestic, sanitary, and storm system, shall be replaced.

2.1: Hydronic System

The original heating hydronic system serving the Devereaux Library was a steam to heating water converter that utilized steam from the central plant. The facility also originally had an absorption chiller that utilized the steam central plant heat and a fluid cooler located in the penthouse to produce chilled water. The heating system has remained relatively unchanged with a few heating devices being changed out. The chilled water system was converted over to an air cooled chiller part way through the life of the library and in 2004 was added to the chilled water central plant.

The majority of the heating and chilled water piping within the facility are original to the building and are approximately fifty-one years old. The hydronic pumps are making a significant amount of noise when operating. The piping (where accessible within the remodeled areas), steam heat exchanger, and pumps shall be replaced as part of this project.

2.2: HVAC System

The HVAC system in the Devereaux Library was originally a high pressure constant volume reheat system with a large built up air handling unit on third floor. Heating was provided by high pressure reheat boxes with zone control thermostats in the basement, first, and second floors. The reheat boxes are essentially a box with a hot water coil that tempers the air delivered to the space. The third floor was originally heated by hot water unit heaters. Throughout the years, the building and HVAC system have been modified extensively. Prior to 2004, a VFD was added to the AHU supply fan to reduce some overall fan energy. In 2004, return fans with VFDs were added to the building. The independent return fans, one serving the basement and first while the other serves second and third floors, were added to help control building pressurization issues. At the same time, series fan powered VAV boxes were added in the remodel of the third floor. This allowed the VFD on the supply fan to modulate to maintain airflow while providing for some energy reduction. In 2010, an energy conservation project added VAV shut off style boxes before each reheat box on the basement, first and second floors. This allowed even greater energy efficiencies.

The air handling unit's centrifugal supply fan installation is not ideal. The unit is a large 50 HP unit that discharges vertically. Typically a section of ductwork 2-1/2 times the outlet diameter is suggested for reduce loss from turbulence. The unit discharges vertically with a minimal amount of ductwork. This installation has remained unchanged from its initial install in 1968. This fan will be replaced with a dual plug/plenum fans.

The building has a unique HVAC supply and return duct system. Each floor except the third has a continuous lighting grid with built in return slots. Supply diffusers are installed in the lighting grid dividers. This is a built in place system that complicates maintenance. As part of this project, the ceiling grid will be replaced with a more standard system and new diffusers will be installed.

The library was built in 1968. So the existing air handler and high pressure reheat boxes are fifty-one years old. Surprisingly, the maintenance staff has reported that the existing system is relatively problem free. The VAV system will be upgraded in areas where work will be occurring.

2.3 Food Service – Einstein Bagels

The library is being provided with a new food service program, Einstein Bagels. The mechanical design shall plan for the plumbing and HVAC installation of the food service equipment in accordance with the Einstein Bagels standards and requirements.



2020 South Dakota Legislature

House Bill 1046

ENROLLED

AN ACT

ENTITLED An Act to authorize the Board of Regents to contract for the design, renovation of, and addition to, the Devereaux Library on the campus of the South Dakota School of Mines and Technology and to make an appropriation therefor.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. The Board of Regents may contract for the design, renovation of, and construction of an addition to, the Devereaux Library, on the campus of South Dakota School of Mines and Technology, with furnishings and equipment including heating, air conditioning, plumbing, water, sewer, electric facilities, sidewalks, parking, landscaping, architectural and engineering services, asbestos abatement, and other services or actions as may be required to accomplish the project for an estimated cost not to exceed five million dollars, subject to any adjustments authorized in section 3 of this Act.

Section 2. There is hereby appropriated from the higher education facilities fund allocable to the South Dakota School of Mines and Technology for the purposes of maintenance and repair the sum of four million dollars (\$4,000,000), or so much thereof as may be necessary; and the sum of one million dollars (\$1,000,000), or so much thereof as may be necessary, in other fund expenditure authority, to the Board of Regents, for the purposes of authorized in section 1 of this Act and any adjustments authorized in section 3 of this Act.

Section 3. The cost estimates contained in this Act have been stated in terms of 2019 values. The Board of Regents may adjust the cost estimates to reflect 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. Any adjustments to construction cost estimates for the project may not exceed one hundred twenty-five percent of the estimated project construction cost stated in section 1 of this Act.

Section 4. The acquisition, construction, completion, remodeling, maintenance and equipping of the Devereaux Library by the Building Authority being in the public interest, the South Dakota Building Authority may finance up to four million dollars of the design and construction costs of the Devereaux Library project through the issuance of revenue bonds, in accordance with this Act and chapter 5-12.

Section 5. The executive director of the Board of Regents shall approve vouchers and the state auditor shall draw warrants to pay expenditures authorized by this Act.

Section 6. Any amounts appropriated in this Act not lawfully expended or obligated shall revert in accordance with the procedures prescribed in chapter 4-8.

Section 7. No indebtedness, bond, or obligation incurred or created under the authority of this Act may be or may become a lien, charge, or liability against the State of South Dakota, nor against the property or funds of the State of South Dakota within the meaning of the Constitution or laws of the state.

Section 8. The Board of Regents may make and enter into a lease agreement with the Building Authority and make rental payments under the terms thereof, pursuant to chapter 5-12, from the higher education facilities fund or any other available funds authorized pursuant to this Act or any other law.

An Act to authorize the Board of Regents to contract for the design, renovation of, and addition to, the Devereaux Library on the campus of the South Dakota School of Mines and Technology and to make an appropriation therefor.

 I certify that the attached Act originated in
 the:

House as Bill No. 1046

 Chief Clerk

 Speaker of the House

Attest:

 Chief Clerk

 President of the Senate

Attest:

 Secretary of the Senate

House Bill No. 1046

File No. _____

Chapter No. _____

Received at this Executive Office
 this _____ day of _____,

2020 at _____ M.

By _____
 for the Governor

The attached Act is hereby
 approved this _____ day of
 _____, A.D., 2020

 Governor

STATE OF SOUTH DAKOTA,

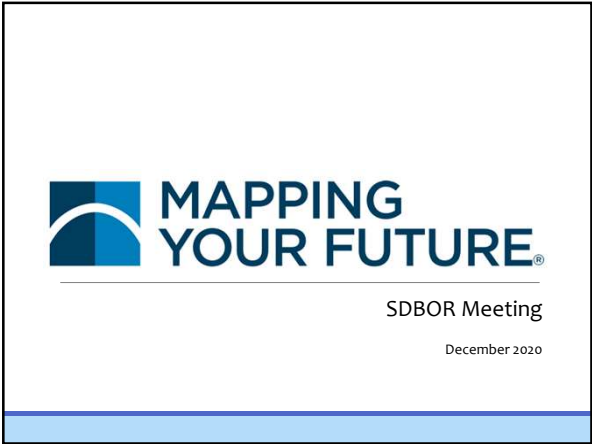
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Office of the Secretary of State

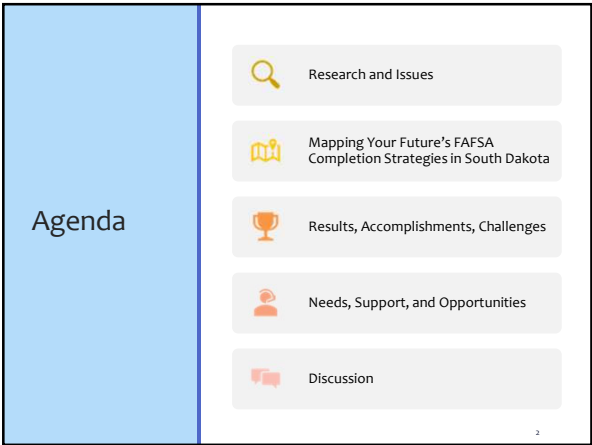
Filed _____, 2020
 at _____ o'clock __ M.

 Secretary of State

By _____
 Asst. Secretary of State



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3

Research and Issues




- FAFSA completion and college pursuit
- Missed opportunities
- Needs of higher-poverty districts
- Higher need for financial aid due to pandemic
- Educational challenges of Native American students
- Student engagement issues in online programs

4

2021-22 FAFSA Completions

(as of Nov. 13, 2020)



Through November 13, 2020, 15.1% of the high school class of 2021 in South Dakota has completed a FAFSA. There have been 8,434 completions in South Dakota, a +19.8% change compared to last academic year.

Year-over-Year % Change in FAFSA Completions

Year	% Change
2018	18.2%
2019	15.1%
2020	19.8%

Estimated Percent of Seniors Completing FAFSA

Year	% Completing
2018	12.5%
2019	13.2%
2020	15.1%

% Change in FAFSA Completion Year-over-Year by Selected Characteristics (Seniors Only)

Characteristic	% Change
All Seniors	+19.8%
Female	+22.1%
Male	+17.5%
White	+18.9%
Black	+21.3%
Hispanic	+16.7%
Other	+20.4%

5



FAFSA Completion Strategies

OBJECTIVES AND TACTICS


6

Program Objectives

- Support school counselors
- Provide informative and effective presentations
- Make information accessible
- Reach as many as students and parents as possible
- Address needs of underserved and minority populations
- Demonstrate the ease of online events
- Respond promptly to questions
- Provide excellent customer service

7

7



Outreach

COMMUNICATIONS
AND COLLABORATION

8

8



Audiences

The services we provide are ultimately for the benefit of students and families.

Primary audience

- High school counselor

Secondary audiences

- Postsecondary admissions and financial aid professionals
- State education officials
- College access/financial aid organizations and associations
- State and nonprofit organizations that assist students and families

9

9

3808

3

PREPARE FOR THE 2021-22 FAFSA

File your FAFSA early! Submitting by 10/10/21 can help you get the most financial aid possible. FAFSA is the first step to getting federal, state, and institutional aid. It's also how you get your federal student aid disbursement.

CREATE AN FSA ID

- You must create an FSA ID to submit your FAFSA.
- You must be at least 13 years old to create an FSA ID.
- You must be a U.S. citizen or eligible non-citizen.
- You must have a valid Social Security number.
- You must have a valid email address.
- You must be able to provide your own financial information.

TIPS AND REMINDERS

- FAFSA is a federal form, not a state form.
- FAFSA is a federal form, not a state form.
- FAFSA is a federal form, not a state form.
- FAFSA is a federal form, not a state form.
- FAFSA is a federal form, not a state form.
- FAFSA is a federal form, not a state form.

GATHER DOCUMENTS

- You will need documents to complete your FAFSA.
- You will need documents to complete your FAFSA.
- You will need documents to complete your FAFSA.
- You will need documents to complete your FAFSA.
- You will need documents to complete your FAFSA.
- You will need documents to complete your FAFSA.

Outreach and Communications

- Email
- Newsletters
- Phone calls
- Podcasts
- Printed publications
- Texting
- Webinars
- Website

10

Collaboration

- South Dakota Department of Education
- SDASFAA
- DACAC
- ACT Council for South Dakota
- South Dakota Board of Regents


Make your future bloom with possibilities

Use the free college planning and financial aid help from Mapping Your Future.


Text #MyFuture to 41411 or Visit SouthDakota.MappingYourFuture.org

MAPPING YOUR FUTURE

800.374.4073 helpdesk@mappingyourfuture.org



11



Results

MEASURES AND ACCOMPLISHMENTS

12

3809

4

FAFSA AND
FINANCIAL AID
EVENT AND
OUTREACH

65

FAFSA
EVENTS

500+

ATTENDEES

9

OTHER
EVENTS

13

13

Results

“I didn’t recognize one of the names (in the meeting) and later figured out it was a parent who lives in Las Vegas attending for their student here. I thought that was very nice! (good to have parents who live away being interested in what is going on!)”

-Lead-Deadwood Counselor

14

14


Results

“It would be hard to improve. This was my first time using Mapping Your Future and it was very effortless. The hardest part was to find a night that was open for... us to host it!!”

-Montrose School Counselor

15

15




Results

“(The presentation) covered everything we needed to know without covering details that were not needed. She did a wonderful job.”

- Milbank High School Counselor

16




Results

“Continue it virtually. This allowed parents not in town at the time to access the presentation.”

-Florence High School Counselor

17



Results

“We LOVED having Cathy there to present in person due to our need of having two interpreters present for the language needs of our community.”

-Huron High School Counselor

18

Feedback/
Survey
Comments

"Very good information, very convenient for families, great delivery system with technology."

"They do a really good job, and we appreciate it every year."

"Don't change a thing!"

"It was an excellent presentation with clear and concise information."

"Thank you for presenting!" Many parents commented that it was helpful, especially the handout."

"Thank you very much! We greatly appreciate your services!"

"Thank you again for presenting to our school. I know many families really appreciate the valuable information, as the FAFSA can be a bit intimidating."

"The quality was great, and I feel so much better about doing another distance/webinar meeting format in the future -- it was very streamlined and easy! Thanks so much!"

"Appreciate it... we will be using your service again!"

19



Opportunities

COLLABORATION AND SUPPORT

20



Opportunities

- Research into the specific issues facing South Dakota
- Expand use of data to assist areas of high need
- Implementation of high school counselor portal
- Expand audience beyond high school seniors and their parents
- Outreach to underserved and minority populations

21



Discussion

QUESTIONS, COMMENTS, AND
NEXT STEPS

22

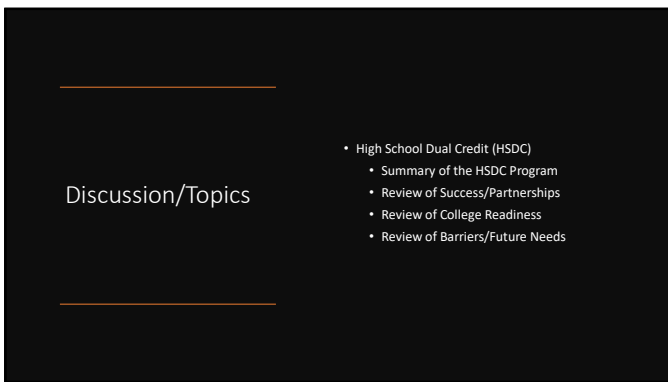


MAPPING YOUR FUTURE®

23



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3

Summary: High School Dual Credit Program (HSDC)

- Championed by then Governor Daugaard, the Legislature in 2014 approved funding for the establishment of HSDC.
- Through HSDC, dual credit opportunities are available to South Dakota students, grades 11-12, at the rate of \$48.33 per credit (as of AY 2020-21).
- Students are responsible for the credit cost, textbooks, and related course materials.

4

Summary: High School Dual Credit Program (HSDC)

HSDC is an **opportunity** for high school students to enroll in a college level course offered by South Dakota's public universities and technical colleges.

Upon successful completion, the student receives high school and college credit for the course.

5

College Admissions

6

High School Dual Credit – Program Requirements

• SDBOR Admission Requirements for HSDC Program:

• Criteria

1. HS Senior – Class Rank top 50%, ACT Composite 21, or GPA 3.25
2. HS Junior – Class Rank top 33%, ACT Composite 24, or GPA 3.5
3. Undergraduate admission requirements
4. 10th Grade ACT Aspire 434 or higher or ACCUPLACER Sentence Skills 86 or higher AND Elementary Algebra 76 or higher or
5. Smarter Balanced – Score Level 3 or higher on the English Language Arts AND Mathematics 11th Grade Assessments.

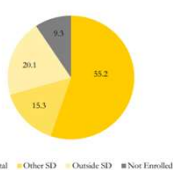
• Technical Colleges can determine their own Admission requirements. *Note, if the students are transferring into BOR, they will have to follow SDBOR Admissions requirements.

• High Schools can also determine their own Participation requirements.

7

Benefits of HSDC - College Admissions

Figure 5
Postsecondary Matriculation of FY2015-FY2018 Graduating HSDC Participants, Detailed



- Figure 5 displays a more detailed breakdown of enrollment destinations. Overall, more than half of these students (55.2 percent) matriculated to a regental university.
- About fifteen percent enrolled at an in-state institution other than a regental university.
- Approximately, twenty percent enrolled at an institution outside South Dakota.
- As with the overall matriculation rate, enrollment patterns across these detailed institutional categories have not shifted significantly over time.

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Review of College Readiness/Success

9

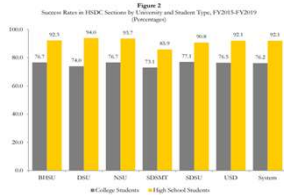
HSDC's Proven Benefits for South Dakota Students

- While in high school, students:
 - Pass dual credit courses at rate around +95%.
 - Earn an average of 7 credits.
- As of the end of the 2018-19SY: Nearly 14,000 South Dakota students earned more than 100,000 credits.
- In FY 20, 5700 students (nearly 29% of 11th and 12th graders), enrolled in 36,800 credits.

Source: South Dakota Department of Education. 2020.

10

Benefits of HSDC - College Success Board of Regents



- Figure 2 indicates that – among HSDC sections offered over the previous five years – high school students have tended to achieve higher success rates than have college-level students enrolling in the same course sections.

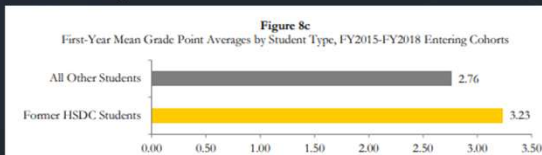
- Across the university system, 92.1 percent of high school students enrolling in HSDC sections earned a C or higher, compared to only 76.2 percent of traditional college students.

South Dakota Board of Regents, South Dakota's Dual Credit Program: A Review of Data. Date: August 7-8, 2020. Retrieved: November 23, 2020. https://www.sdsbr.edu/files/board/agendaitems/2014AgendaItems/2019%20AgendaItems/Agenda%20Item%20C_BOB0819.pdf

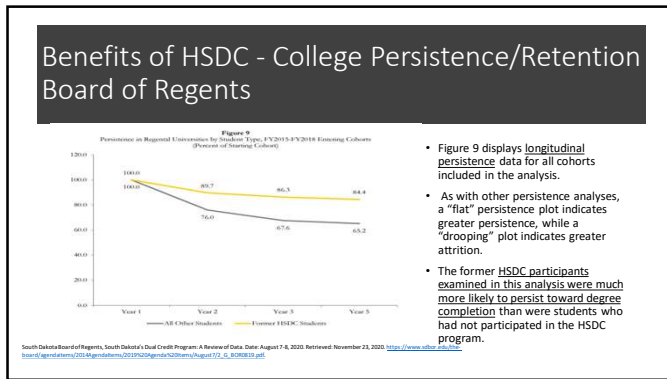
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Benefits of HSDC – Mean Grade Point Average – Board of Regents

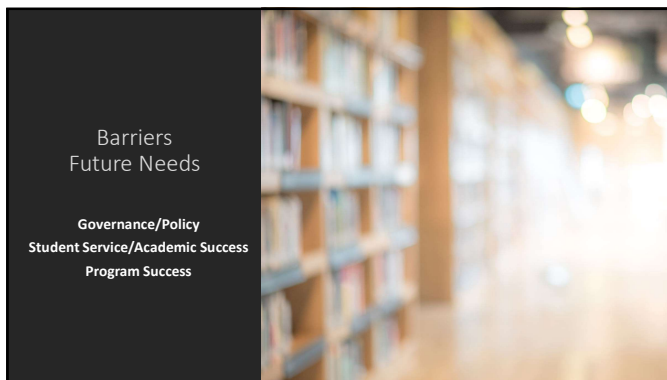
- South Dakota Board of Regents, South Dakota's Dual Credit Program: A Review of Data. Date: August 7-8, 2020. Retrieved: November 23, 2020. https://www.sdsbr.edu/files/board/agendaitems/2014AgendaItems/2019%20AgendaItems/Agenda%20Item%20C_BOB0819.pdf



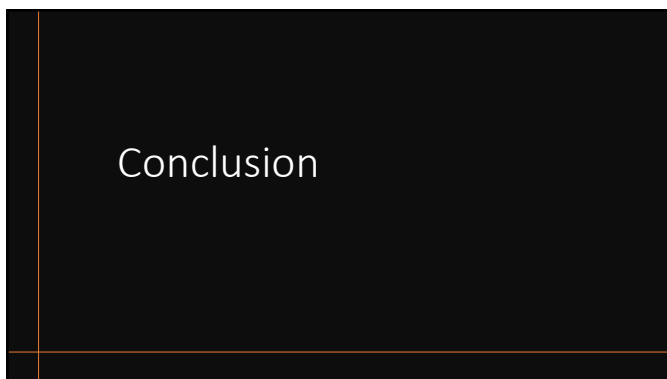
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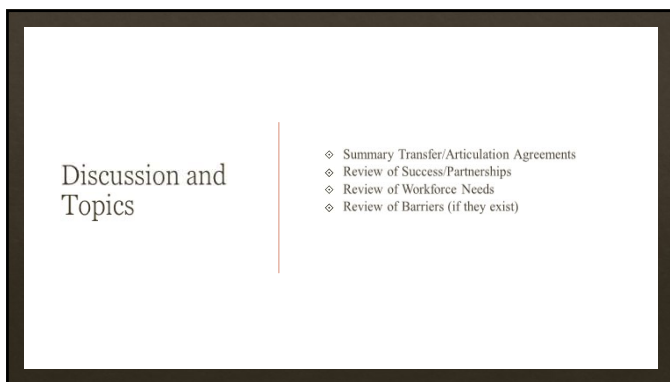
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Articulation
Governance

- ◆ Memorandum of Understanding (MOU)
 - ◆ General Education Transfer
- ◆ Program-to-Program Agreements
 - ◆ Unique to the College/University

4

MOU
General Education

- ◆ One MOU that includes:
 - ◆ Faculty Credentials/Qualifications
 - ◆ Course Content/Mastery of Subject Matter
 - ◆ Placement Math and English
 - ◆ Freedom of Speech and Intellectual Diversity (SDCL 13-53-50)
 - ◆ High School Dual Credit Admissions

5

Approved in March (BOT) and April 2020 (BOR), the newly adopted general education transfer agreement replaced the previous agreement originally signed in 2005-2006.

March-April 2020

23 general education courses are transferrable, with more continually added, to maximize student access and progression.

Currently

1 July 2020

The revised agreement, effective on July 01, 2020, streamlines the administration and expands the seamless transfer of general education courses.

System to System General Education Transfer

6

Articulation Agreements Program- Program

- ◆ There are many unique Program-to-Program Articulation Agreements with the Technical Colleges and the Universities.
- ◆ These agreements range from six to 60 credits with a block transfer of credit hours.
- ◆ Predominant industries and fields include:
 - ◆ Business and Management
 - ◆ Health Sciences
 - ◆ Informational Technology

7

Program-to- Program Articulation Agreements

- ◆ During the December 2020 SDBOR meeting, the BOR will consider:
 - ◆ Two agreements between WDTA and BHSU.
 - ◆ One agreement between MTC and SDSU.
 - ◆ Seven agreements between MTC and USD.
- ◆ Proposed agreements range from Criminal Justice to Human Services Technician to Radiation Therapy.

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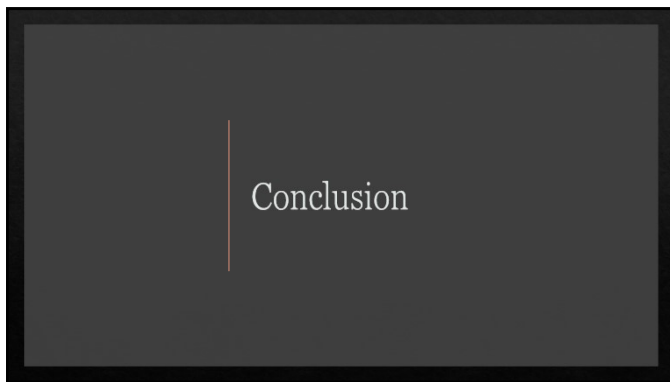
Workforce Development and Alignment

- ◆ Transfer agreements are critical to:
 - ◆ Meeting the regional and state workforce demands, recognizing the evolving industry needs, and
 - ◆ Ensuring South Dakota has seamless pathways for public higher education (technical college or university) institutions that enable academic and career progression.

9



10



11

Policy Round Table

A REVIEW OF ACTION ITEMS

1

Executive Leaders – Call to Action

- ▶ Board of Technical Education
 - ▶ Executive Director, Nick Wendell
- ▶ Department of Education
 - ▶ Secretary, Tiffany Sanderson
- ▶ Board of Regents
 - ▶ Executive Director, Brian Maher

2

Board Reflection

3

Closing Remarks

DR. MAHER, EXECUTIVE DIRECTOR - BOARD OF REGENTS

4

The South Dakota Board of Regents adjourned its regular meeting on December 10, 2020, and will meet again for its next regular business meeting on March 30-31, 2021.

I, Brian Maher, Executive Director & CEO of the South Dakota Board of Regents, declare that the above is a true, complete and correct copy of the minutes of the Board of Regents meeting held on December 9-10, 2020.

A handwritten signature in black ink, reading "Brian L. Maher". The signature is written in a cursive style with a large, stylized "B" and "M".

Dr. Brian L. Maher
Executive Director & CEO
South Dakota Board of Regents