BOARD OF REGENTS
MINUTES OF THE MEETING
June 23-24, 2021

Contents

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The South Dakota Board of Regents convened at 10:00 a.m. on June 23-24, 2021 at Dakota State University in Madison, South Dakota, with the following members present:

John Bastian, President
Pam Roberts, Vice President
Jim Thares, Secretary
Brock Brown, Regent
Jeff Partridge, Regent
Tim Rave, Regent
Barb Stork, Regent
Tony Venhuizen, Regent
Joan Wink, Regent

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, System Vice President for Academic Policy and Planning; 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; Veronica Paulson, NSU Interim 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, JUNE 23, 2021

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

1-A Approval of the Agenda

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

1-B Declaration of Conflicts

There were no declared conflicts.

1-C Approval of the Minutes – Meeting on May 11, 2021

IT WAS MOVED by Regent Roberts, seconded by Regent Thares, to approve the minutes of the Board of Regents meeting on May 11, 2021. Motion passed.

Motion to Dissolve into Executive Session

IT WAS MOVED by Regent Thares, seconded by Regent Venhuizen, to dissolve into Executive Session at 10:15 a.m. on Wednesday, June 23rd, 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 at 2:00 p.m. to resume the regular order of business and report its deliberations while in executive session and take any action it deems prudent as a result thereof. Motion passed.

The Board dissolved into executive session at 10:15 a.m.

The Board reconvened in public session at 2:15 p.m.

3-A Report and Actions of Executive Session

Regent Thares reported that the Board dissolved into Executive Session at 10:15 a.m. on Wednesday, June 23rd, 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 at 2:00 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 Thares, seconded by Regent Rave, to approve the recommended actions as set forth in the Secretary's Report and that it publish said Report and official actions in the formal minutes of this meeting. Motion passed.

A copy of the Secretary's Report can be found on pages **16** to **17** of the official minutes.

3-B Welcome and Presentation by DSU President José-Marie Griffiths

DSU President José-Marie Griffiths welcomed everyone to DSU and provided an update on the efforts and accomplishments of the university.

3-C DSU Student Organization Awards

Amy Crissinger, DSU Interim Vice President for Student Affairs, presented the DSU student organization award winners for 2020. Phi Beta Lambda (PBL) Business Club accepted the award for academic excellence. CybHER Institution accepted the award for community service. Lights, Camera, Action Film Club accepted the award for organizational leadership.

A copy of the DSU Student Organization Awards can be found on pages **18** to **19** of the official minutes.

3-D Report from Individual Presidents and Superintendents

No report.

3-E Report on Individual Regent Activities

No report.

3-F Report from the Student Federation

No report.

3-G (1) Report of the Executive Director – Senate Bill 55 Update

Dr. Brian Maher, South Dakota Board of Regents Executive Director & CEO, explained that the final meeting of the task force took place on June 3, 2021, concluding the work of the task force members. The initial recommendations of the SB 55 Task Force will be discussed later in the meeting.

A copy of the Report of the Executive Director – Senate Bill 55 Update can be found on page **20** of the official minutes.

3-G (2) Report of the Executive Director – NSU Presidential Search Update

Dr. Brian Maher, South Dakota Board of Regents Executive Director & CEO, acknowledged the work of Vice President Veronica Paulson for her leadership in the interim between presidents. He also thanked the presidential search committee and members of the campus and community who participated in the search process. He said over thirty candidates submitted their application materials and after the interview process the Board formally appointed Dr. Neal Schnoor as the next NSU president beginning on July 1, 2021.

A copy of the Report of the Executive Director – NSU Presidential Search Update can be found on page **21** of the official minutes.

3-G (3) Report of the Executive Director – Year in Review

Dr. Brian L. Maher, South Dakota Board of Regents Executive Director & CEO, said the major issue for the regental system over the last year has been COVID planning, implementation, and return to normal. He also recognized the legislature for the support given to the Board of Regents, especially through the passage of the new needs-based scholarship, which is a game changer for South Dakota.

A copy of the Report of the Executive Director – Year in Review can be found on page **22** of the official minutes.

4. Public Comment Period

There were no public comments.

CONSENT AGENDA

IT WAS MOVED by Regent Roberts, seconded by Regent Rave, to approve consent agenda items 5-A through 5-K. Motion passed.

Academic and Student Affairs – Consent

5-A Request to Seek Accreditation – SDSMT

Move to approve SDSMT's request to seek accreditation from the Applied and Natural Sciences Accreditation Commission (ANSAC) for their BS in Geology program.

A copy of the Request to Seek Accreditation – SDSMT can be found on pages **23** to **26** of the official minutes.

5-B (1) New Program Request – DSU – BS in Artificial Intelligence in Organizations

Move to authorize DSU to offer a BS in Artificial Intelligence in Organizations, as presented.

A copy of the New Program Request – DSU – BS in Artificial Intelligence in Organizations

can be found on pages **27** to **43** of the official minutes.

5-B (2) New Program Request – NSU – Minor in English as a New Language

Move to authorize NSU to offer a minor in English as a New Language, as presented.

A copy of the New Program Request – NSU – Minor in English as a New Language can be found on pages **44** to **53** of the official minutes.

5-B (3) New Program Request – SDSU – Minor in Computer Engineering

Move to authorize SDSU to offer a minor in Computer Engineering, as presented.

A copy of the New Program Request – SDSU – Minor in Computer Engineering can be found on pages **54** to **61** of the official minutes.

5-B (4) New Program Request – SDSU – Minor in Dairy Industry

Move to authorize SDSU to offer a minor in Dairy Industry, as presented.

A copy of the New Program Request – SDSU – Minor in Dairy Industry can be found on pages **62** to **70** of the official minutes.

5-C New Certificate Request – SDSU – Livestock and Animal Products Evaluation Certificate (Undergrad)

Move to authorize SDSU to offer an undergraduate certificate in Livestock and Animal Products Evaluation, as presented.

A copy of the New Certificate Request – SDSU – Livestock and Animal Products Evaluation Certificate (Undergrad) can be found on pages **71** to **77** of the official minutes.

5-D New Specialization Request – BHSU – Business Administration – Specialization in Economics

Move to authorize BHSU to offer a specialization in Economics within the BS in Business Administration, as presented.

A copy of the New Specialization Request – BHSU – Business Administration – Specialization in Economics can be found on pages **78** to **82** of the official minutes.

5-E Site Termination Request – SDSU

Move to approve SDSU's requests to terminate the CCSF delivery site for their AS in Engineering Technology, as presented.

A copy of the Site Termination Request – SDSU can be found on pages **83** to **85** of the official minutes.

5-F Inactive Status and Program Termination Requests – BHSU & USD

Move to approve BHSU and USD's requests to terminate the Business Administration – Specialization in Economics and Finance (BHSU), French Teaching Minor (USD), Latin American Studies Minor (USD), and Linguistics Minor (USD), as presented in Attachments I and II.

A copy of the Inactive Status and Program Termination Requests – BHSU & USD can be found on pages **86** to **93** of the official minutes.

5-G Naming Requests – NSU & SDSU – Department Name Changes

Move to approve NSU's request to rename their Department of Health & Physical Education to the Department of Sports Sciences; and SDSU's request to rename their Department of English to the Department of English and Interdisciplinary Studies.

A copy of the Naming Requests – NSU & SDSU – Department Name Changes can be found on pages **94** to **96** of the official minutes.

Budget and Finance – Consent

5-H Exclusion Resolution (Special Resolution No. 04-2021)

Move to approve the Exclusion Resolution (Special Resolution No. 04-2021) included as Attachment I, which supersedes Special Resolution No. 01-2019.

A copy of the Exclusion Resolution (Special Resolution No. 04-2021) can be found on pages **97** to **98** of the official minute.

5-I M&R Projects

Move to approve the requested maintenance and repair projects as described in this item.

A copy of the M&R Projects can be found on page **99** of the official minute.

5-J NSU Naming Requests – Dacotah Bank Stadium

Move to approve the request from Northern State University to name the new football stadium the "Dacotah Bank Stadium".

A copy of the NSU Naming Requests – Dacotah Bank Stadium can be found on pages **100** to **103** of the official minute.

5-K NSU Naming Request – Koehler Hall of Fame Field

Move to approve the request from Northern State University to name the new softball complex the "Koehler Hall of Fame Field".

A copy of the NSU Naming Request – Koehler Hall of Fame Field can be found on pages **104** to **107** of the official minute.

Informational Items – No Board Action Necessary

5-L Program Review Reports

A copy of the Program Review Reports can be found on pages **108** to **109** of the official minutes.

5-M Interim Actions of the Executive Director

A copy of the Interim Actions of the Executive Director can be found on pages **110** to **112** of the official minutes.

5-N Capital Projects List

A copy of the Capital Projects List can be found on pages **113** to **117** of the official minutes.

5-O Building Committee Report

A copy of the Building Committee Report can be found on page **118** of the official minutes.

ACADEMIC AND STUDENT AFFAIRS

6-A Center for the Prevention of Child Maltreatment Annual Report

Carrie Sanderson, Director for the Center of Child Maltreatment (CPCM), explained that the CPCM at USD coordinates the 10-year strategic plan of the Jolene's Law Task Force, including but not limited to coordinating awareness and prevention of child maltreatment and sexual abuse in the state, engaging education partners in developing training and curriculum initiatives, and conducting research on prevention and treatment. In 2014, the Legislature created the Jolene's Law Task Force and tasked it with studying the impact of child sexual abuse in South Dakota as well as presenting policy recommendations; the CPCM grew out of the of Task Force's recommendations. Ms. Sanderson provided a summary of the activities that have occurred through the Center over the last year.

A copy of the Center for the Prevention of Child Maltreatment Annual Report can be found on pages **119** to **135** of the official minutes.

6-B Intent to Plan Request – USD – DNAP in Nurse Anesthesia Practice

Dr. Janice Minder, System Vice President for Academic Policy and Planning, introduced Haifa Samra, USD Dean of Nursing, to the Board.

Dean Samra explained that USD requests authorization to develop a proposal to offer a DNAP in Nurse Anesthesia Practice. The Doctor of Nurse Anesthesia Practice program will prepare registered nurses to become Certified Registered Nurse Anesthetists (CRNA) who will have the educational background and skill to provide anesthesia care that is founded in innovated, evidence-based practice. The Council on Accreditation of Nurse Anesthesia Education programs (COA) has mandated all students accepted into an accredited program after January 1, 2022 will be required to graduate with doctoral degrees. The program will be developed in partnership with Sanford Health. USD intends to offer the DNAP in Nurse Anesthesia Practice at USD Community College for Sioux Falls. USD is not requesting new state resources. USD expects that students who enroll in the program will be a combination of students in the current M.S. or Doctor of Nursing programs, or will be students who are new to the university. USD anticipates that 10-20 students per year will be accepted into the DNAP program. The DNAP will be a new degree for USD.

In response to a question by Regent Roberts, Dean Samra shared information about the demand for CRNAs, which is expected to rise over the next 10 years.

IT WAS MOVED by Regent Wink, seconded by Regent Stork, to move to authorize USD to develop a program proposal for a DNAP in Nurse Anesthesia Practice, as presented. Motion passed.

A copy of the Intent to Plan Request – USD – DNAP in Nurse Anesthesia Practice can be found on pages **136** to **145** of the official minutes.

6-C New Program Request – SDSMT – Minor in Aerospace Engineering

Dr. Janice Minder, System Vice President for Academic Policy and Planning, and SDSMT President Jim Rankin introduced SDSMT's request for authorization to offer a minor in Aerospace Engineering.

President Rankin said the aerospace industry is booming in the United States, and the need for aerospace engineers is very high. This minor will better prepare students in the field, and will increase their competitive edge when seeking employment with industry leaders. SDSMT requests an exception to the Board policy that limits minors to a total of 18 credit hours, including prerequisites. The minor itself is 19 credit hours, but depending on the courses take to fulfill the requirements, students may to take some additional credits in prerequisites as well. For this reason, SDSMT plans to mainly offer this minor to students in the BS in Mechanical Engineering. These students are required to take nearly all of the prerequisite options as part of their degree program. Students in other programs will have the option to take the minor should they desire, but would be advised that the credit hour requirements would be much higher than a standard minor. SDSMT plans to offer the minor in Aerospace Engineering on campus. Five new courses will be required for the program. SDSMT has secured a total of $50,000 in private funding to cover the costs of

this program, including laboratory equipment and supplies. SDSMT does not request new state resources.

IT WAS MOVED BY Regent Wink, seconded by Regent Venhuizen, to move to authorize SDSMT to offer a minor in Aerospace Engineering, as presented. Motion passed.

A copy of the New Program Request – SDSMT – Minor in Aerospace Engineering can be found on pages **146** to **154** of the official minutes.

6-D Senate Bill 55 Taskforce Recommendation

Dr. Janice Minder, System Vice President for Academic Policy and Planning, noted that the subcommittees of the Senate Bill 55 (SB55) Taskforce have been working since October 2020 on a review of efficiencies around Academics, Administration, and Infrastructure. The three subcommittees assigned reviewed the following areas of the bill with respect to West River Nursing: the possible combining of the administration of programs across multiple institutions; a review of the duplication of program offerings; and a review of the viability of the university centers.

Dr. Minder said that after a full review, the subcommittees provided the following findings and recommendations: 1) SB55 Academics Subcommittee recommends a cooperative and collaborative relationship for the West River Health Sciences Center; 2) SB55 Administrative Subcommittee recommends the combining of non-faculty exempt, civil service, and faculty for nursing in the West River Regional Area to one campus. SB55 Administrative Subcommittee further supports the retention of BHSU in the pre-nursing program as well as utilizing BHSU personnel services to support students in the West River Regional area for Nursing, Respiratory Care, and other Allied Health Sciences programs; 3) SB55 Infrastructure Subcommittee recommends moving all Nursing, Respiratory Care and Allied Health Sciences from the Monument Health facility to the BSU-Rapid City.

As subcommittee work is coming to closure, the action required on West River Nursing will be one of the initial actions of the Board of Regents.

IT WAS MOVED BY Regent Wink, seconded by Regent Partridge, to move to approve the recommendations from the SB55 Taskforce as presented to 1) name SDSU as the primary West River Regional Nursing Program for the Bachelor of Science in Nursing; 2) terminate the Rapid City delivery site for USD's Bachelor of Science in Nursing program; 3) require SDSU and BHSU to enter into an MOU to ensure commitment of resources, succinct communications, and efforts for success; and 4) increase the admission positions/applicants in SDSU's West River BSN program. Motion passed.

A copy of the Senate Bill 55 Taskforce Recommendation can be found on pages **155** to **157** of the official minutes.

6-E Collaborative Agreements: Academic Cooperation/Articulation/Transfer

Dr. Janice Minder, System Vice President for Academic Policy and Planning, provided a summary of the collaborative agreement efforts being requested by the institutions.

She said SDSMT seeks approval to enter into an agreement on academic cooperation with Indian Institute of Technology Guwahati (India) and the University of Wollongong (Australia). NSU is seeking to renew two MOUs with Huron Community Campus to extend undergraduate and graduate course offerings. USD is seeking approval to enter articulation agreements with BHSU, Sisseton Wahpeton College (SWC), Southeast Technical College (STC), Lake Area Technical College (LATC), and Western Iowa Tech Community College (WITCC). Personnel at USD have performed a review of the General Education requirements at Sisseton Wahpeton College, and recommend the creation of a GE Block Transfer agreement with this institution for students entering the Regental system with an Associate of Arts degree in General Studies awarded.

IT WAS MOVED by Regent Wink, seconded by Regent Rave, to approve the collaborative agreements/MOUs for academic cooperation, articulation, and general education block transfer, as presented in Attachments I-XI. Motion passed.

A copy of the Collaborative Agreements: Academic Cooperation/Articulation/Transfer can be found on pages **158** to **225** of the official minutes.

6-F (1) Research Parks – Research Park Reports

Nathan Lukkes, Board of Regents General Counsel, introduced individuals from the Research Park at SDSU, the USD Discovery District, DSU-SOAR, and Ascent Innovation who presented to the Board of Regents. Each provided updates on the current status of operations and future plans for the respective entities.

A copy of the Research Parks – Research Park Reports can be found on page **226** of the official minutes.

6-F (2) Research Parks – USD Discovery District Annual Meeting

IT WAS MOVED by Regent Wink, seconded by Regent Brown, to reappoint Ryan Pidde, Paul TenHaken and Kim Patrick, and appoint Barb Stork and Mark Mickelson to serve three year terms on the Board of Directors of the USD Discovery District. Motion passed.

A copy of the Research Parks – USD Discovery District Annual Meeting can be found on pages **227** to **228** of the official minutes.

6-F (3) Research Parks – DSU Soar Annual Meeting

IT WAS MOVED by Regent Wink, seconded by Regent Brown, to reappoint and appoint the slate of directors to the board of DSU-SOAR as nominated in the Resolution set forth in Attachment I of the agenda item. Motion passed.

A copy of the Research Parks – DSU Soar Annual Meeting can be found on pages **229** to **230** of the official minutes.

6-G Medial Marijuana Policy Revisions (First & Final Reading)

Nathan Lukkes, Board of Regents General Counsel, acknowledged that South Dakota voters approved Initiated Measure 26 ("IM 26"), which establishes a medical marijuana program in South Dakota, effective July 1, 2021. As a result, various BOR policies require revision to adjust for the legalized presence of medical marijuana in South Dakota. Notwithstanding the passage of IM 26, marijuana (TCH) remains a controlled substance in Schedule 1 of the Controlled Substances Act at the federal level, creating conflict between the state and federal authority on the topic, specifically the Drug-free Workplace Act and Drug-free Schools and Communities Act, which have federal funding implications for our institutions.

The proposed policy revisions to BOR Policies 3:4, 3:6, 4:4, 4:14, and 6:13 solidify the Board's prohibition on the use or possession of marijuana, including medical marijuana, on property owned or controlled by the Board or at events hosted or sponsored by the Board or any of its institutions. The proposed policy revisions do not prohibit a student, employee or visitor with a validly issued written certification for medical marijuana from ingesting medical marijuana on property not controlled or owned by the Board, but the policies do place limitations or restrictions on the individuals when they are on campus or working. When an employee reports to work they must not be impaired or otherwise unable to perform the duties of their position and students attending class or participating in activities may not be impaired or otherwise disrupt academic or campus activities as a result of their off-campus medical marijuana use. Students and employees found in violation of the foregoing are subject to disciplinary action.

IT WAS MOVED by Regent Wink, seconded by Regent Rave, to move to approve the first and final reading of the proposed revisions to BOR Policies 3:4, 3:6, 4:4, 4:14, 4:27 and 6:13, as presented. Motion passed.

A copy of the Medical Marijuana Policy Revisions (First & Final Reading) can be found on pages **231** to **294** of the official minutes.

BUDGET AND FINANCE

9-A Ellsworth Air Force Base Tuition Proposal

President Laurie Nichols explained that BHSU was invited to submit a proposal to offer on-installation education at Ellsworth Airforce Base beginning in the Fall of 2021. BHSU is seeking Board approval to offer the already approved tuition rate of $250 per credit hour for active-duty military to all active duty military at EAFB and BHSU-Spearfish, the spouses and dependents of active-duty military at EAFB, and DOD civilians at EAFB, BHSU-Rapid City, BHSU-Spearfish & Internet to increase the viability of BHSU's proposal to EAFB. BHSU also requests that the $300 graduation tuition rate be applied to active-duty military at EAFB and BHSU-Spearfish and

DOD civilians at EAFB, BHSU-Rapid City, BHSU-Spearfish, and Internet. She noted that the total revenue loss will be recovered by the new credit hours provided on-site at the Base.

IT WAS MOVED by Regent Thares, seconded by Regent Partridge, to move to approve the following special Ellsworth Air Force Base (EAFB) tuition rates: 1) $250.00 per credit hour undergraduate rate for all active military and Department of Defense civilians who attend classes at EAFB, BHSU-RC, the Spearfish campus, and online with no additional fees, 2) a reduced undergraduate rate of $250.00 per credit hour for spouses and dependents of active-duty service members for credits offered on-site at Ellsworth Air Force Base and online with no additional fees, and 3) a reduced graduate rate of $300 per credit hour with no additional fees for all active military and Department of Defense civilians who attend classes at EAFB, BHSU-RC, the Spearfish campus, and online with no additional fees. These rates would become effective in Fall 2021 under the condition EAFB accepts the BHSU proposal described in the attachment. Motion passed.

A copy of the Ellsworth Air Force Base Tuition Proposal can be found on pages **370** to **374** of the official minutes.

9-B SDSMT Door Project Lease Agreement

President Jim Rankin apologized at the forefront as he recognized that SDSMT entered into a lease before receiving Board approval.

Dr. William Spindle, SDSMT Vice President of Budget and Finance, presented the SDSMT Equipment Lease that was mistakenly signed without prior Board approval. SDSMT is transitioning to Transact Mobile Credentials, which requires all residence hall room doors in auxiliary/non-leased properties need to be mobile credential compatible; three such halls do not have compatible equipment and must be replaced. The Board approved this at the December 2020 meeting for $300,000, but the lease that was signed is for a total cost, including financing, of $631,676.64. Because a master lease had already been approved with University Lease, it was assumed that this agreement would not require Board authorization.

Regents asked questions about the cost difference had the university purchased the doors rather than leased them.

IT WAS MOVED by Regent Thares, seconded by Regent Rave, to move to ratify and approve the lease agreement between SDSMT and University Lease as reflected in Attachment I of the agenda item.

A copy of the SDSMT Door Project Lease Agreement can be found on pages **375** to **378** of the official minutes.

Breakfast Meeting with Area Legislators

Representative Marli Wiese (District 8), Representative Mark Willadsen (District 11), Representative Kent Peterson (District 13), Representative Casey Crabtree (District 8), Senator Jack Kolbeck (District 13), and Representative Paul Miskimins (District 20) met with Board members to informally discuss priorities in the public university system.

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

8. Informal Budget Hearings

8-A SDSU/CES/AES

President Dr. Barry Dunn and SDSU Provost Dennis Hedge provided a summary of SDSU's budget priorities, which include the use of one-time funds to remodel the Health Sciences Building in Sioux Falls, renovate the Agricultural Engineering Hall's HVAC system, expand the High-Performance Computing and Storage Systems, renovate and upgrade the Cottonwood Field Station, renovate and expand the SDSU Meat Lab, renovate the feed mill, create a virtual training program for small meat processor employees and managers, and create a Precision Agriculture Cybersecurity CyberAg Partnership Initiative.

A copy of the Informal Budget Hearing materials for SDSU/CES/AES can be found on pages **296** to **307** of the official minutes.

8-B SDSD

Superintendent Kim Wadsworth and Special Schools Business Manager Claudean Hluchy stated the priorities of SDSD, which include the use of one-time funds to purchase the LENA system, Biologic AuDX Pro Flex screening and diagnostic hearing assessment equipment, and the KUDU Wave Pro-Tymp.

A copy of the Informal Budget Hearing materials for SDSD can be found on pages **308** to **310** of the official minutes.

8-C SDSBVI

Superintendent Dan Trefz and Special Schools Business Manager Claudean Hluchy explained SDSBVI's priority of using one-time funds to purchase a security camera system and installation at its Aberdeen campus.

A copy of the Informal Budget Hearing materials for SDSBVI can be found on pages **311** to **313** of the official minutes.

8-D USD/Law School/SSOM

President Sheila Gestring, Vice President of Health Affairs and Dean of the Sanford School of Medicine Tim Ridgeway, and Law School Dean Neil Fulton described USD's priorities, including the use of one-time funds to transform the Administration building on CCSF's campus into space for bioscience start-ups, sustain and grow Coyote Business Consulting, establish a program to allow USD undergraduates to complete their classroom education concurrently with South Dakota's Law Enforcement Training, grow artificial intelligence capabilities, and upgrade Sanford School of Medicine's anatomy lab and medical school technology. USD's Knudson School of Law is requesting the use of one-time funds to update and expand the facility and invest in the Norbeck Family Center Initiative.

A copy of the Informal Budget Hearing materials for USD/Law School/SSOM can be found on pages **314** to **324** of the official minutes.

8-E SDSMT

President Dr. Jim Rankin and SDSMT Vice President of Budget & Finance Bill Spindle provided a summary of SDSMT's priorities, which include using one-time funds to replace and redesign the existing website CMS; acquire, renovate, and expand the old Ascent Innovation Building; expand the Surbeck Center; and purchase the old foundation building and land.

A copy of the Informal Budget Hearing materials for SDSMT can be found on pages **325** to **332** of the official minutes.

8-F DSU

President Dr. José-Marie Griffiths and DSU Vice President of Business & Administrative Services Stacy Krusemark explained their two budget requests for the repair and upgrade of the Information Assurance Lab and the expansion of the Data Center.

A copy of the Informal Budget Hearing materials for DSU can be found on page **333** of the official minutes.

8-G NSU

Interim President Veronica Paulson and NSU Provost Mike Wanous stated that NSU's funding request for their E-Learning program is split into both base and one-time funding. NSU is also requesting one-time funds be used to enhance student programming and education spaces, renovate MeWaldt-Jensen to establish the Glenna N. Fouberg Student Success Center, construct a new Facilities Storage Building, and renovate and expand Lincoln Hall for the College of Professional Studies.

A copy of the Informal Budget Hearing materials for NSU can be found on pages **334** to **343** of the official minutes.

8-H BHSU

President Dr. Laurie Nichols and BHSU Vice President for Finance & Administration Kathy Johnson explained BHSU's budget priorities, which include using one-time funding to establish BHSU as the on-installation education provider at Ellsworth Airforce Base; upgrade technology, including HDMI classroom upgrades, Microsoft security enhancements, outdoor wireless, and network storage; construct an addition to the Young Center to create a Wellness Center; and renovate and construct an addition to BH-RC for the West River Nursing program.

A copy of the Informal Budget Hearing materials for BHSU can be found on pages **344** to **358** of the official minutes.

8-I System Requests

Heather Forney, System Vice President of Finance & Administration, explained the system's budget priorities, which include utilizing one-time funds to complete deferred maintenance and repair projects system-wide, implement a mental tele-health services and education plan in partnership with Department of Social Services, and improve network security.

A copy of the Informal Budget Hearing materials for the System Requests can be found on pages **359** to **378** of the official minutes.

ADJOURNMENT

IT WAS MOVED by Regent Rave, seconded by Regent Partridge, to adjourn the meeting. Motion passed.

The meeting adjourned at 12:10 p.m.

The Board convened in Executive Session pursuant to the vote of the majority of the Board present and voting at its public meeting on <u>Wednesday, June 23, 2021</u>, in accordance with SDCL 1-25-2 to discuss matters authorized therein. Following executive session on June 23rd, 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-F – Approve the discussed gift agreements, subject to final approval of the Executive Director upon conclusion of negotiations, and conditioned upon any necessary Legislative approval(s).

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

2-J (2) – Approve the leave requests for Mark Dixon (USD), Benjamin Hagen (USD), Clayton Lehmann (USD), Le Ann Roripaugh (USD), and Joel Sander (USD).

2-J (3) – Approve the request to grant tenure as a Professor to Paul Barnes (SDSU), Yucheng Liu (SDSU), and Paul Markel (SDSU).

2-K – Approve the agreement, as discussed, subject to final approval of the Executive Director upon conclusion of negotiations.

SOUTH DAKOTA STATE UNIVERSITY						
Name		**Effective Date**	**Job Change Reason**	**New Salary**	**Prior Salary**	**% Increase**
Jana Hanson	Asst VP of Inst Research & Assessment	4/22/2021	Reclassification	$110,000.00	$93,362.00	17.82%
Daryl Lambert	Aviation Trainer	5/7/2021	Sal Adj-Unusual Circumstance	$25,974.00	$21,762.00	19%
APPOINTMENTS REPORTING TO THE PRESIDENT, SUPERINTENDENT or EXECUTIVE DIRECTOR						
NAME	**TITLE**		**EFFECTIVE DATE**	**SALARY**	**INSTITUTION**	
JoAnn Kunkel	Vice President of Finance & Administration		6/1/2021	$205,000	USD	

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SUBJECT
DSU Student Organization Awards

CONTROLLING STATUTE, RULE, OR POLICY
None

BACKGROUND / DISCUSSION
At the March 2021 Board of Regents meeting, the Board approved recommendations offered by each institution for the 2020 student organization awards winners. The winners of these awards will be announced at Board meetings throughout 2021. The DSU Student Organization Awards will be presented at the June BOR meeting in Madison.

DSU Award for Academic Excellence: Phi Beta Lambda (PBL) Business Club
Phi Beta Lambda (PBL) is a business club at DSU whose three major goals are to encourage career preparation, leadership development, and academic excellence. Academic excellence is promoted through competitive events held at both state and national conferences which include a variety of objective tests, presentations, reports, and role play scenarios for both individual and team competitors. In addition to demonstrating outstanding academic excellence, members competing in these virtual experiences in 2020 had the opportunity to attend workshops hosted by business professionals, take part in board panels of different subjects and business professional such as KPMG, and network with other young professionals. These competitive events reflect classroom lessons, and the performances by our members at both the state and national levels display their remarkable academic excellence.

DSU Award for Community Service: CybHER Institution
CybHER aims to empower, educate, motivate, and change the perception of cyber in young girls and women. To achieve this goal, CybHER conducts several outreach activities in and around DSU. This past June, CybHER launched a free, weekly virtual program called CybHER Conversations to introduce middle and high school girls to cybersecurity professionals who can inspire these young girls as they hear about different careers, career paths, and the varied areas of interest within cybersecurity and technology. During these live conversations, professional women shared about their jobs, how they got there, and then attendees asked questions. To engage more young girls and students, CybHER has

(Continued)

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INFORMATIONAL ITEM

also launched a YouTube channel during the past Summer. There are currently 250 subscribers. This YouTube channel is constantly uploaded with new content and the recorded CybHER Conversations.

DSU Award for Organizational Leadership: Lights, Camera, Action Film Club
The Lights, Camera, Action Film Club (LCA) is a club on DSU's campus that focuses on creating short films and providing video services to other clubs and departments on campus. With Covid-19 restricting many in-person events, the LCA set out a goal to collaborate with other clubs and departments to provide livestreams and prerecorded productions to the people on campus. They met this goal and have many examples of how they took action to ensure that other clubs and departments have an outlet to showcase their projects and events. The 2020-2021 academic year has been riddled with unique circumstances, but we stepped forward to provide a quality service led by excellent leadership.

IMPACT AND RECOMMENDATIONS

The Board recognizes the important role that student organizations play in the Regental system. Student organizations provide students the opportunity to connect with others who have similar interests as well as experience a sense of community, all of which increases the likelihood of successful college completion. They also provide students with opportunities for professional development by offering students practical opportunities to hone skills, including those in leadership and communication.

ATTACHMENTS

None

SOUTH DAKOTA BOARD OF REGENTS

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SUBJECT
    Report of the Executive Director – 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 required the Board of Regents to assemble a task force to examine possible program and administrative efficiencies at the six public universities. The final meeting of the task force took place on June 3, 2021, concluding the work of the task force members. Task force findings will be presented to the Governor and the Joint Committee on Appropriations no later than November 15, 2021.

IMPACT AND RECOMMENDATIONS
    The formal recommendations of the SB 55 Task Force are under development. The Board of Regents will review the task force recommendations at its August meeting and discuss how they can be incorporated into the strategic plan for the system.

ATTACHMENTS
    None

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INFORMATIONAL ITEM

SOUTH DAKOTA BOARD OF REGENTS

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SUBJECT
> **Report of the Executive Director – NSU Presidential Search**

CONTROLLING STATUTE, RULE, OR POLICY
> BOR Policy 1:6 – Appointment, Authority, and Responsibilities of Presidents and Superintendents

BACKGROUND / DISCUSSION
> Search preparation for the next NSU president began in April 2021. Since then, the Board of Regents established a presidential search committee with representatives from campus and community constituent groups. Thirty four candidates submitted their application materials and after review and first-round interviews, the committee selected three finalist candidates for on-campus interviews on June 17-18.

IMPACT AND RECOMMENDATION
> The successful candidate will be formally appointed as the next NSU president by the Board of Regents at a special meeting.

ATTACHMENTS
> None

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INFORMATIONAL ITEM

SOUTH DAKOTA BOARD OF REGENTS

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SUBJECT
    Report of the Executive Director – Year in Review

CONTROLLING STATUTE, RULE, OR POLICY
    None

BACKGROUND / DISCUSSION
    Dr. Brian Maher has served as the Executive Director & CEO of the South Dakota Board
    of Regents since July 2020. He will provide a year in review as he concludes his first year
    in the position.

IMPACT AND RECOMMENDATIONS
    N/A

ATTACHMENTS
    None

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INFORMATIONAL ITEM

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

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SUBJECT
Request to Seek Accreditation – SDSMT

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 1:10 – Relationship of Curriculum and Instruction to Statutory Objectives

BACKGROUND / DISCUSSION
The Higher Learning Commission (HLC), a regional accrediting agency recognized by the U.S. Department of Education, awards institutional accreditation for higher education institutions in South Dakota. A variety of unique organizations award specialized/program accreditation within distinct programs or departments at Regental institutions.

Board of Regents Policy 1:10 specifies that "Each campus must seek and receive Board approval before applying for initial accreditation or an expanded scope of accreditation for academic programs." In accordance with Board policy, South Dakota School of Mines and Technology requests approval to seek accreditation from the following accrediting agencies:

Accrediting Agency: Applied and Natural Sciences Accreditation Commission (ANSAC) of ABET, Inc.
Program: BS in Geology
Advantages: ABET accreditation indicates that a program meets the standards set by the technical profession through oversight by member professional and technical societies. Accreditation will standardize assessment of student learning for continuous improvement and provide the tools for the program to continue to provide our graduates the skills and knowledge to pursue productive careers as geoscientists and/or succeed in graduate or professional educational programs, to continue their professional growth, including -- but not limited to -- becoming leaders in professional organizations and/or earning licensures or certifications, and becoming advocates for science through effective communication to broad audiences.

IMPACT AND RECOMMENDATION
Board staff recommends approval.

ATTACHMENTS
Attachment I – SDSMT Request to Seek Accreditation Form: ANSAC

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DRAFT MOTION 20210623_5-A:
I move to approve SDSMT's request to seek accreditation from the Applied and Natural Sciences Accreditation Commission (ANSAC) for their BS in Geology program.

SOUTH DAKOTA BOARD OF REGENTS
ACADEMIC AFFAIRS FORMS

Request to Seek Accreditation

Use this form to request permission to seek accreditation of an approved program. Board of Regents (BOR) action is required to seek program accreditation.

UNIVERSITY:	SDSM&T
PROGRAM:	**Bachelors Degree in Geology**
CIP CODE:	**40.0601**
UNIVERSITY DEPARTMENT:	**Geology and Geological Engineering**
UNIVERSITY DIVISION:	

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	4/26/2021
	Date

1. **Level of program seeking accreditation (*place an "X" in the appropriate box*):**

   ☐ Certificate   ☐ Associate   ☒ Bachelor's

   ☐ Doctoral   ☐ Master's

2. **Accrediting Agency:**

Applied and Natural Sciences Accreditation Commission (ANSAC) of ABET, Inc.

3. **What are the advantages of accreditation?**

ABET, Inc. provides periodic quality review of educational programs in applied and natural science, computing, engineering, and engineering technology fields. ABET accreditation indicates that a program meets the standards set by the technical profession through oversight by member professional and technical societies.

In 2019, approved program criteria for geology BS programs were adopted within the ANSAC commission. For geology programs in particular, program criteria are closely aligned with the National Association of State Boards of Geology Examination for professional licensure. States that

Program Forms, Request to Seek Accreditation (last revised 08/2016)

provide licensure for geologists in training and professional geologists are adopting "graduation from an ABET accredited program" as a specific pathway to licensure. We anticipate seeking initial accreditation with the ABET accredited programs on campus in 2022 and are on track to be the second geology program in the country to achieve accreditation.

Further, the culture of ABET accreditation is strong at SD Mines, with the engineering programs and computer science accredited through ABET, Inc. This includes the BS program in Geological Engineering, which is in the same department as Geology.

Accreditation will standardize assessment of student learning for continuous improvement and provide the tools for the program to continue to provide our graduates the skills and knowledge to pursue productive careers as geoscientists and/or succeed in graduate or professional educational programs, to continue their professional growth, including -- but not limited to -- becoming leaders in professional organizations and/or earning licensures or certifications, and becoming advocates for science through effective communication to broad audiences.

4. What are the anticipated costs involved in accreditation, including:

  A. Costs involved in undergoing self-study and preparing the application for accreditation:

Amounts below are based on the 2020-21 fee schedule from ABET. Costs listed below are those in addition to those currently paid for other ABET accredited programs on campus.

Description	Charge	Frequency	Notes
Readiness Review for Initial Accreditation	$1,010	One-time	Program has requested a waiver of Readiness Review (reply pending)
Annual Maintenance per commission	$700	Annual	We will be the first program on campus accredited through ANSAC
Annual Maintenance for Accredited Programs	$700	Annual	
Accreditation Reviews	$3,285	Every 6 yrs	

  B. Out-of-pocket costs related to dues or site visits:

Not applicable

  C. Base budget implications including incremental costs and minimum base resources required (dollars and FTE):

We do not anticipate additional incremental costs or resources above those listed in A.

5. What is the source of the revenue needed?

Program Forms, Request to Seek Accreditation (last revised 08/2016)

Academic Affairs budget.

6. What is the estimated date for submission of accreditation application?

We plan to have our initial geology review concurrent with the next ABET General Review for all campus programs, scheduled for 2022. If ABET, Inc. does not waive our Readiness Review, we need to request that review by 9/1/21 and submit the Readiness Review by 10/1/21. Once approved to seek accreditation, we will be a program included in the Review Request for campus (due 1/31/22), complete our self-study in summer 2022, and participate with other accredited programs in an onsite visit in Fall 2022.

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AGENDA ITEM: 5 – B (1)
DATE: June 23-24, 2021

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SUBJECT
New Program: DSU – BS in Artificial Intelligence in Organizations

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 2:23 – Program and Curriculum Approval

BACKGROUND / DISCUSSION
Dakota State University (DSU) requests permission to offer a BS program in Artificial Intelligence in Organizations (AIO). The purpose of the proposed AIO program is aimed primarily at non-computer science/engineering degree-seeking students, who are fully dedicated to studying artificial intelligence applications and solutions in an organizational context. The program is an emerging interdisciplinary field that bridges Business and Management, Information Systems, Data Science/Data Analytics/Business Analytics, Statistics, and Computer Science. The focus of the AIO program is to understand what artificial intelligence is, what artificial intelligence means for business and organizations, and on developing skills for applying artificial intelligence tools and methods in a variety of industries.

Currently, AI-related courses for business professional are in high demand. With organizations across many sectors facing AI transformation, businesses and organizations are requiring AI knowledge in their companies to help them make data-driven decisions, optimize business processes and workflows, minimize costs, and maximize revenues by utilizing AI tools and applications.

The intent to plan for this program was approved in March 2021. Please note that the program name on the intent to plan request was Artificial Intelligence for Business, which has since been revised to Artificial Intelligence in Organizations.

IMPACT AND RECOMMENDATION
DSU requests authorization to offer the program both on campus and online. DSU does not request new state resources. Three new courses will be required for the new program, though DSU has deleted four courses to accommodate the addition of these new courses in

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DRAFT MOTION 20210623_5-B(1):
I move to authorize DSU to offer a BS in Artificial Intelligence in Organizations, as presented.

the department's course rotation. DSU anticipates 55 enrolled students and 10 graduates within four years.

Board office staff recommends approval of the program.

ATTACHMENTS

Attachment I – New Program Request Form: DSU – BS in Artificial Intelligence in Organizations

SOUTH DAKOTA BOARD OF REGENTS
ACADEMIC AFFAIRS FORMS

New Undergraduate Degree Program

Use this form to propose a new undergraduate degree program. An undergraduate degree program includes a new major, a new degree, or both. The Board of Regents, Executive Director, and/or their designees may request additional information about the proposal. After the university President approves the proposal, submit a signed copy to the Executive Director through the system Chief Academic Officer. Only post the New Undergraduate Degree Program Form to the university website for review by other universities after approval by the Executive Director and Chief Academic Officer.

UNIVERSITY:	DSU
MAJOR:	**Artificial Intelligence in Organizations**
EXISTING OR NEW MAJOR(S):	**New**
DEGREE:	**B.S. in Artificial Intelligence in Organizations**
EXISTING OR NEW DEGREE(S):	**New**
INTENDED DATE OF IMPLEMENTATION:	**Fall 2021**
PROPOSED CIP CODE:	**11.0199 Computer and Information Sciences**
SPECIALIZATIONS	
IS A SPECIALIZATION REQUIRED (Y/N):	No
DATE OF INTENT TO PLAN APPROVAL:	**3/10/2021**
UNIVERSITY DEPARTMENT:	**College of Business and Information Systems**
BANNER DEPARTMENT CODE:	**DCBIS**
UNIVERSITY DIVISION:	**Information Systems**
BANNER DIVISION CODE:	**DINFS**

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.

_____	4/23/2021
President of the University	Date

1. What is the nature/purpose of the proposed program?

The Artificial Intelligence in Organizations (AIO) program is aimed primarily at non-computer science/engineering degree-seeking students (future business analysts and professionals, leaders of organizations) who are fully dedicated to studying artificial intelligence applications and solutions in an organizational context. Its focus is on understanding what artificial intelligence is and what artificial intelligence means for businesses and organizations, on developing skills for

applying artificial intelligence tools and methods in a variety of industries such as those depicted in Figure 1, on **addressing organizational needs** within the quickly growing applications of **artificial intelligence and machine learning, on managing and working in** AI-driven projects, and on **combining the ubiquity of data and the automation of business processes in organizations.** The proposed program is distinctively different from the AI programs offered by the computing and engineering schools. One key distinction is that while some AI programs are focused on computer science and a theoretical orientation, an AIO program is analogous to information systems programs where the focus is on using artificial intelligence technologies to support human activity and decision making. In essence, AIO students learn business fundamentals and AI methods and applications to solve real-world organizational problems.
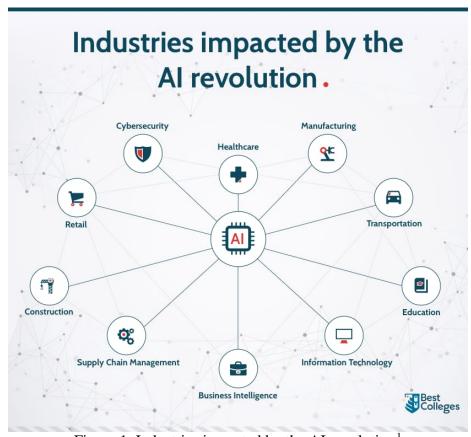
Figure 1. Industries impacted by the AI revolution[1]

The AIO program will follow a competency model as recommended by the Computing Curriculum 2020 report and as exemplified in the recently released IS 2020 Curriculum guidelines. As shown in Figure 2, we expect the program to encompass three competency realms: 1) Individual foundations Leadership and Collaboration, Communication, Negotiation, Analytical and Critical Thinking (including creativity and ethical analysis), and Mathematical Foundations, 2) AI competencies regarding the underlying AI technologies, and 3) Domain level competencies emphasizing the required knowledge and skills needed to successfully use and apply AI technologies in a business and an organizational context, such as healthcare. Accordingly, the curriculum of the AIO program covers fundamental business/IS/Analytics courses and courses on AI/Machine Learning methods/applications/solutions for economic, financial, market, quantitative methods for management, marketing, e-commerce (such as

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[1] https://www.bestcolleges.com/blog/future-proof-industries-artificial-intelligence/

recommendation systems), and operations and supply chain management (for example, reinforcement learning for process optimization) etc. It extends and differentiates from the current programs in BIS, such as BS in CIS and CIS specialization in Business Analytics, FinTech, and Health Information Management. More importantly, it builds DSU/BIS's reputation by offering highly valued educational opportunities and programs to train the next generation of highly educated workers for the economy in the state and beyond.
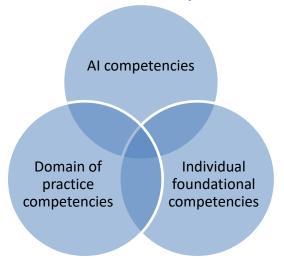
Figure 2. AIO high-level competency realms

The AIO program belongs to the emerging interdisciplinary field that bridges Business and Management, Information Systems, Data Science/Data Analytics/Business Analytics, Statistics and Computer Science. For example, Berkeley College in New York City offers a new Bachelor of Science (BS) Degree Program in Business Data Science, with concentration in Artificial Intelligence. The new BS in AIO program will not only utilize the existing courses of Business Analytics, Business Computing, and Computer Information Systems, but will be able to connect to AI courses in the computing college, with their different orientation and purpose. These unique offerings will distinguish DSU's AI programs and establish DSU as an emerging leader in AI education.

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?**[2]

The proposed program is directly related to the university's mission by extending educational opportunities in computer management, computer information systems, and electronic data processing, with the most important emerging computer technology - AI. The program is also directly related to the university's mission by empowering students with STEM-based education, preparing them for compelling, creative, and lasting careers, with the combination of business principles and methods with AI tools and solutions. AI is one of the fastest growing and most disruptive technologies we face in the 21st century, not only related to technology and research, but to all industries and all business functions. The proposed program would not only train students directly in AI tools, methods, and techniques, but also connect their training in business fundamentals such as Information Systems, Marketing and Operations Management to utilizing

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[2] South Dakota statutes regarding university mission are located in SDCL 13-57 through 13-60; Board of Regents policies regarding university mission are located in Board Policies 1:10:1 through 1:10:6. The Strategic Plan 2014-2020 is available from https://www.sdbor.edu/the-board/agendaitems/Documents/2014/October/16_BOR1014.pdf.

Program Forms: New Undergraduate Degree Program Form (Last Revised 05/2017)

AI solutions to solve real world business problems such as implementing personalized recommendation systems, automating data collection workflows, and optimizing supply chain management processes.

The AIO program is related to SDBOR's strategic priority of "Student Success". AI-related skills in business jobs are on high demand and thus lead to successful placements after graduation and careers in any organizations the students choose. It is also related to SDBOR's strategic priority of "Research and Economic Development" by promoting AI & Business-related interdisciplinary research, entrepreneurship, and broader interests in helping promote the university in offering educational opportunities.

3. **Describe the workforce demand for graduates of the program, 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.*

    Potential job titles for graduates of the AIO program include traditional jobs in business and emerging ones such as Business Analyst, Computer Systems Analyst, Market Analyst, Financial Analyst, Web Developer, Data Analyst, Data Scientist, Project Manager, and many more traditional jobs across all industries and business functions. Facing AI transformation, businesses and organizations demand that the talents in these positions help them make data-driven, and even autonomous reasoning and decisions, or optimize business processes and workflows, minimize costs, and maximize revenues by utilizing AI tools and applications.

    Currently, AI-related courses for business professionals are in high demand and rapidly gaining popularity. Coursera, a global organization for online learning and instruction, offers the introductory non-technical course on AI, "AI for Everyone", that has more than 560,000 students enrolled.[3] Udemy's program, entitled "Artificial Intelligence for Business ~ Solve Real World Business Problems with AI Solutions", has more than 15,000 students. Another course on Coursera "Machine Learning for All" has more than 250,000 views and more than 71,000 enrolled students. AI-related programs in business schools have also started to gain momentum. The Wharton School of Business at the University of Pennsylvania has recently started its AI for Business program with $5 million donations.

    According to the PEGA's report[4] regarding the future of work and the changing role of technology in the workplace "*Ultimately, all employees will need to become more familiar with AI solutions. Sixty-four percent of respondents think the majority of employees will need to know how to use AI within the next five years. Fifty-six percent think they will also need to learn how to train AI.*". As shown in Figure 3, AI is expected to have a profound effect on the workplace resulting in a significant demand for graduates with the competencies needed to successfully leverage AI in the workplace.

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[3] https://www.coursera.org/learn/ai-for-everyone
[4] https://www.pega.com/future-of-work

Figure 3. Changing the workforce with AI[4]

In South Dakota, the demand for business professionals with AI-related skills is growing rapidly, including in banking, financial services, healthcare, and other industries. For example, Major employers in Sioux Falls, including First Premier Bank, Sanford Health and Avera Health, are hiring business analysts with AI and Analytics related skills. In addition, South Dakota's location in the middle of the country makes opportunities in logistics and supply chain management greater than in some other regions. These professional areas are among those thought to benefit the most from coming AI technologies.

It's important to note that "as businesses deploy AI strategies, they are increasingly aware of how the roles, responsibilities and skills of their talent is changing"[5], which makes skills and knowledge in AIO not only highly desirable for all traditional business-related jobs but would create many new job titles in the near future. These new jobs are currently not listed on the South Dakota Department of Labor's (SDoL) website or on the U.S. Bureau of Labor Statistics (BLS). The titles of these new jobs include not only the broadly accepted ones such as Data Analyst and Data Scientists, but also the currently less-acknowledged ones such as Robotics Process Analyst, Digital Knowledge Manager, Insurance Verification Specialist, Supply Chain Risk Intelligence Analyst, and Product Manager Intern Design Intelligence, just to name a few. Interestingly, a quick research of Indeed.com results in the following AI-related business positions (some with new job titles) in South Dakota: BI Report Developer, IT Business Systems Analyst, Credit

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[5] https://www.technologyreview.com/2018/04/30/143136/the-growing-impact-of-ai-on-business/

Analyst, HR Operations Analyst, Decision Support Developer, and Digital Marketing Strategist. A recent report by McKinsey predicts that one-third of the American workforce will need to switch occupations by 2030 due to automation and AI.[6] While Automation and AI will boost productivity and economic growth and millions of people may need to switch occupations or upgrade skills, AI-enhanced new business jobs are and will be in high demand.

The following tables include traditional business positions that could potentially be filled by graduates from the AIO program. The first table includes the short-term growth projections from 2021 to 2022 by the SDoL.[7]

SOC Code	SOC Title	2021 Employment	2022 Employment	Numeric Change	Percent Change	Average Annual Openings			
						Due to Exits	Due to Transfer	Annual Change	Total Opening
15-11-21	Computer Systems Analyst	800	832	32	3.9%	16	44	16	76
15-1134	Web Developer	475	499	24	5.1%	8	28	12	48
13-1081	Logisticians	134	139	3	13,7%	3	10	2	15
13-1111	Management Analysts	3,533	3705	171	4.8%	112	228	86	426
13-1161	Market Research Analyst	898	987	89	9.9%	22	74	44	140
13-2031	Budget Analysts	125	129	4	3.2%	3	7	2	12
13-2041	Credit Analysts	352	362	10	2.8%	8	24	5	37
13-2051	Financial Analysts	514	537	23	4.5%	10	43	12	56

The table below includes the statewide occupational projections from 2018 to 2028.[8]

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
15-1134	Web Developer	460	523	63	13.7%	8	29	6	43
13-1081	Logisticians	136	150	14	10.3%	3	10	1	14

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[6] https://www.mckinsey.com/featured-insights/future-of-work/jobs-lost-jobs-gained-what-the-future-of-work-will-mean-for-jobs-skills-and-wages

[7] https://dlr.sd.gov/lmic/documents/short_term_occupational_projections_statewide_2020_2022.pdf

[8] https://dlr.sd.gov/lmic/documents/occupational_projections_2018_2028_statewide_south_dakota.pdf

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 projections of job increases are shown below:[9]

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
15-1134	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

*Employment in thousands.

4. How will the proposed program benefit students?

The AI revolution would fundamentally change the way we live, work, do business, and manage organizations. This program will help prepare students for all current business jobs that would require AI knowledge and skills, and for the new jobs that require formal training in applications of AI in business and organizations. It would also position DSU graduates for graduate education in AI and related areas. As noted earlier and depicted in Figure 2, the objectives of the program include providing students with key competencies that provide them the ability to apply AI solutions to solve business problems and to improve how organizations are managed to achieve their goals. Students will 1) Learn the basic concepts, methods, and tools of AI and understand the impact of AI and Data on business, organizations, and society; 2). Learn the current capabilities and applications, and the future potential of AI in business and organizations; 3). Be able to participate, organize, and manage successful AI projects; 4). Understand business and management principles and objectives and be able to apply AI applications to solve business problems; 5). Develop strong soft skills including communications, teamwork, and leadership to

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[9] https://data.bls.gov/projections/occupationProj

be successful in AI-enhanced workplace and society; 6). Develop entrepreneurship skills to start AI-related new businesses.

Similar to the AI for Business program offered in Wharton and other schools, the AIO program aims to bridge the knowledge and skill gap between traditional business practitioners and AI/ML researchers and engineers to enable students to succeed in AI companies and organizations, defined as any organizations utilizing AI tools and applications to achieve their objectives. Additionally, the program equips students with AI-enhanced business and management skills that allow them to be part of their organizations' AI transformation efforts.

The program will help students advance to their career goals by providing comprehensive training in both business principles and methods, and AI tools and applications. It is not about becoming a technical expert or an AI application developer, but rather having a foundational understanding of AI and how it can be positioned to improve efficiency and effectiveness across industries and business functions. The program provides a curriculum to enable students to become AI-powered professionals and managers, and to successfully navigate AI-related issues, challenges, and ethics in workplaces and to be AI-aware in society.

5. **Program Proposal Rationale:**

    A. **If a new degree is proposed, what is the rationale?[10]**

        DSU has authorization to offer Bachelor of Science degrees, and therefore, a new degree is not proposed.

    B. **What is the rationale for the curriculum?**

        While Artificial Intelligence is considered a subfield of computer science, the curriculum of Artificial Intelligence for Organizations is based on the rationale that AI will transform all business functions and areas, all industries, and all kinds of organizations by helping drive productivity and efficiency, and that all professionals and analysts would benefit from learning AI tools and methods, understanding how AI can be applied to solve real-world problems, and developing competences of implementing AI projects with low-code or no-code solutions and software. The AIO curriculum aims to equip students with practical AI tools, methods, and applications that would enable them to acquire competitive advantages on the job market that AI is transforming.[11] Most recently, reports show that investment in AI has not decreased during the Covid-19 pandemic and upskilling in AI through remote learning would lead to more AI projects in the near future,[12] which makes the timing of starting the AIO program most appropriate.

        The AIO curriculum is based on a competency-based design. The competences, upon completing the curriculum, include Data Analytics Proficiency, Knowledge in AI Tools and Methods, Skills of Applying AI in Business, Organizational, or Healthcare Context, and

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[10] This question refers to the type of degree, not the program. For example, if your university has authorization to offer the Bachelor of Science and the program requested is a Bachelor of Science, then the request is not for a new degree.

[11] https://www.fintechnews.org/how-ai-is-transforming-businesses-and-improving-the-job-market/

[12] https://www.kdnuggets.com/2020/12/industry-2021-predictions-ai-data-science-machine-learning.html

Understanding of Implementing AI Projects. As an integral part, the AIO curriculum also includes courses in traditional business and organizational subjects: Business Communications, Marketing, Entrepreneurship, Organization and Management, Database Management, and Decision Support Systems. These subjects cover the most promising areas and industries with potential transformations by AI projects, and allow students to customize their AIO curriculum with their career interests in certain business areas and/or industries.

Using the AI for Marketing and Growth as an example, the students in the AIO program learn a set of AI tools and applications to solve business problems including predictive analytics (supervised learning), clustering/customization (unsupervised learning), recommendation engines, deep learning based natural language processing, psychographic segmentation, and image recognition, and reinforcement learning based product innovation. More specifically, these tools allow our graduates to predict the customers lifetime value, to identify customers that are more likely to be loyal and, to predict whether a lead is a good value or not -how much resources and time should the company spend on each specific lead and how much a specific customer or group of customers will be worth throughout their whole customer lifetime (CLT), just to name a few that predictive analytics equip our students.

Another example (under the AI for Business Process Optimization) is helping students understand how a reinforcement learning algorithm (Q-learning) can be applied to perform optimization of business processes in an environment that involves decision-making under uncertainty. The AIO curriculum not only enables students to learn the AI tools, methods, and applications that would solve real world problems, but also to connect business and management principles (Business Processes are typically sequential decision-making systems) with applicability of AI methods (Reinforcement Learning is the ideal machine learning paradigm for solving sequential decision-making problems) to build students' competences in applying AI to solve real world problems.

Additionally, the capstone course enables students to develop competencies of applying AI tools and methods to solve real-world problems in a business, organizational, or healthcare context.

C. **Demonstrate/provide evidence that the curriculum is consistent with current national standards.** *Complete the tables below and explain any unusual aspects of the proposed curriculum?*

While there are no national standards for an AIO undergraduate degree, we are modeling our program after the programs mentioned in the intent to plan documents, including The Wharton School of Business at University of Pennsylvania (No. 1 in the United States according to the 2020 U.S. News & World Report ranking) AI for Business program.

D. Summary of the degree program (complete the following tables):

B.S. in Artificial Intelligence for Organizations	Credit Hours	Credit Hours	Percent
System General Education Requirements	30		
Subtotal, Program Requirements		30	25%
Major Requirements	69		
Required Major Electives (ACCT/BADM/CIS/CSC/ECON/HIM)	15		
Subtotal, Program Requirements		84	70%
Free Electives	6	6	05%
Degree Total		120	100%

Required Support Courses Outside the Major

(Not general education requirements)

Prefix	Number	Course Title *(add or delete rows as needed)*	Credit Hours	New (yes, no)
MATH	201	Introduction to Discrete Mathematics	3	No
		Subtotal	3	

Major Requirements

Prefix	Number	Course Title	Credit Hours	New
CIS/CSC courses				
CSC	105	Introduction to Computers	3	No
CSC	150	Computer Science I	3	No
CSC	250	Computer Science II	3	No
CIS	325	Management Information Systems	3	No
CIS	338	Project Management	3	No
CIS	368	Predictive Analytics	3	No
CIS	372	Programming for Analytics	3	No
CIS	378	Applied Artificial Intelligence and Applications	3	Yes*
CIS	384	Decision Support Systems	3	No
CSC	386	Machine Learning Fundamentals	3	No
CIS	470	Strategy and Application of AI in Organizations	3	Yes*
CIS	474	Business Intelligence & Big Data	3	No
CIS	484	Database Management Systems	3	No
Subtotal			39	
BADM classes				
BADM	201	Fundamentals of AI in Organizations	3	Yes*
BADM	220	Business Statistics	3	No
BADM	321	Business Statistics II	3	No
BADM	336	Entrepreneurship I	3	No

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BADM	344	Managerial Communications	3	No
BADM	360	Organization and Management	3	No
BADM	370	Marketing	3	No
BADM	435	Management Technology and Innovation	3	No
BADM	472	Marketing Technology	3	No
Subtotal			27	
Total			66	

*The university has deleted four courses from other programs and the rotation schedule to allow teaching of the three new courses that are part of this new program.

6. Student Outcomes 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.* **Complete Appendix A – Outcomes using the system form.** *Outcomes discussed below should be the same as those in Appendix A. The knowledge and competencies specific to the program must relate to the proposed assessments in B and C below.*

Students will be expected to show knowledge and competencies in the following areas:
1) Learn the basic concepts, methods, and tools of AI and understand the capabilities, applications, and potential impact of AI on business, organizations, and society.
2). Understand business and management principles and objectives and be able to analyze a complex business/organizational problem and to apply principles of AI to identify solutions.
3) Design, implement, and evaluate an AI-based solution to meet a given set of requirements in an organizational context.
4). Be able to participate, organize, and manage successful AI projects.
5). Develop strong soft skills including communications, teamwork, and leadership to be successful in AI-enhanced workplace and society.
6). Develop entrepreneurship skills to start AI-related new businesses.

The table shows courses that meet these requirements.

	1. Learn the basic concepts, methods, and tools of AI and understand the impact of AI and Data on business, organizations, and society	2. Understand business and management principles and objectives and be able to analyze a complex business/organizational problem and to apply principles of AI to identify solutions.	3. Develop strong soft skills including communications, teamwork, and leadership to be successful in AI-enhanced workplace and society	4. Design, implement, and evaluate an AI-based solution to meet a given set of requirements in an organizational context.	5. Be able to participate, organize, and manage successful AI projects	6. Develop entrepreneurship skills to start AI-related new businesses

CSC 105 CSC 150 CSC 250	X					
CIS 325	X	X				
CIS 338		X	X		X	
CIS 368	X	X	X	X		
CIS 372	X	X		X		
CIS 378	X	X	X	X	X	
CIS 384	X	X	X			
CSC 386	X			X		
CIS 470	X	X	X	X	X	X
CIS 474	X	X	X			
CIS 484	X	X				
BADM 201	X	X	X			
BADM 220	X	X				
BADM 321	X	X				
BADM 336		X	X			X
BADM 344			X			
BADM 360		X	X			
BADM 370		X	X			
BADM 435		X	X		X	X
BADM 472		X	X		X	

B. Are national instruments (i.e., examinations) available to measure individual student achievement in this field? If so, list them.

No

C. How will individual students demonstrate mastery? Describe the specific examinations and/or processes used, including any external measures.[13] What are the consequences for students who do not demonstrate mastery?

Students will be required to complete an exit exam during their last semester before graduation, in a similar fashion as other College of Business and Information Systems bachelors programs.

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[13] What national examination, externally evaluated portfolio or student activity, etc., will verify that individuals have attained a high level of competence and identify those who need additional work?

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

    Instructors will use projectors to display notes, slides, and other materials including interactive Jupyter Notebook documents from their computers to the students. Classes taught online will have videos that stream synchronously or be recorded for later playback.

8. **Did the University engage any developmental consultants to assist with the development of the curriculum?[14] 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

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 (***replace "XX" in the table with the appropriate year***).** *If question 12 includes a request for authorization for off-campus or distance delivery, add lines to the table for off-campus/distance students, credit hours, and graduates.*

	Fiscal Years*			
	1st	2nd	3rd	4th
Estimates	FY 22	FY 23	FY 24	FY 25
Students new to the university	5	15	20	20
Students from other university programs	5	0	0	0
Students off-campus or distance	5	7	10	10
Continuing students	0	10	25	45
=Total students in the program (fall)	15	25	45	55
Program credit hours (major courses)**				
Graduates	0	0	0	10

*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.

These estimates result from analyzing the growth of similar degrees, such as CIS and Business Administration

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

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[14] Developmental consultants are experts in the discipline hired by the university to assist with the development of a new program (content, courses, experiences, etc.). Universities are encouraged to discuss the selection of developmental consultants with Board staff.

11. Does the University request any exceptions to any Board policy for this program? Explain any requests for exceptions to Board Policy. *If not requesting any exceptions, enter "None."*

No

12. Delivery Location[15]

    A. Complete the following charts to indicate if the university seeks authorization to deliver the entire program on campus, at any off campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire program through distance technology (e.g., as an online program)?

	Yes/No	*Intended Start Date*
On campus	Yes	**Fall 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[16]*	*Intended Start Date*
Distance Delivery (online/other distance delivery methods)	Yes	Online	**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 online program)? [17]

	Yes/No	*If Yes, identify delivery methods*	*Intended Start Date*
Distance Delivery (online/other distance delivery methods)	No		Choose an item. Choose an item.

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. *Complete Appendix B – Budget and briefly summarize to support Board staff analysis.*

The College of Business and Information System made curriculum and course rotation adjustments in other majors to accommodate the adding of these new courses using current faculty expertise in this area. The new courses may serve as electives in the BBA and BS in

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[15] The accreditation requirements of the Higher Learning Commission (HLC) require Board approval for a university to offer programs off-campus and through distance delivery.

[16] Delivery methods are defined in AAC Guideline 5.5.

[17] This question responds to HLC definitions for distance delivery.

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Computer and Information Systems majors. The university has submitted four course deletions as a result of this adjustment to balance faculty workloads within current resources.

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

Explanation (if applicable):

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.

Descriptions of New Courses – Note that the university has also submitted four course deletions. These courses were removed from other programs in the college and rotation schedule to allow the addition of the new courses for this new major.

BADM 201 FUNDAMENTALS OF AI IN ORGANIZATIONS
This course is an introduction to the fundamentals of Organizational Structure and AI in Organizations, Artificial Intelligence Ecosystems, introduction to AI/Machine learning and Ethical Frameworks within organizations. It also introduces students to the necessary college level skills of critical thinking, effective communication, and cooperative and effective learning.

CIS 378 APPLIED AI AND APPLICATIONS
This course covers fundamental methods of AI/machine learning and their applications in business and organizations. Students learn to utilize open-source models and solutions based on supervised, unsupervised, and Reinforcement Learning frameworks and apply them to solve problems such as image recognition, sentiment analysis, and business process optimization.
Prerequisite(s): CSC 250

CIS 470 STRATEGY AND APPLICATION OF AI IN ORGANIZATIONS
This course is designed to develop an understanding of strategy formulation, implementation, and evaluation of Artificial Intelligence in Organizations. Ethical considerations are examined with focus on information governance and privacy. Students apply AI solutions to solve problems with real-world data.

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SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

****

SUBJECT
> **New Program: NSU Minor in English as a New Language**

CONTROLLING STATUTE, RULE, OR POLICY
> BOR Policy 2:23 – Program and Curriculum Approval

BACKGROUND / DISCUSSION
> Northern State University (NSU) requests authorization to offer a minor in English as a New Language. The proposed minor would allow Education majors to official earn credentials in teaching English as a new Language. This will provide an opportunity for graduates to specialize in a high-need area of education. The minor would also allow non-Education majors the chance to pursue knowledge of working with English Learners in any given context. South Dakota and the surrounding states have recently experienced an influx in English learners in the classroom, and teachers with credentials in English as a New Language are in demand. The South Dakota Department of Education has recognized NSU's ability to offer coursework for the English as a New Language Endorsement.

IMPACT AND RECOMMENDATION
> NSU plans to offer the minor in English as a New Language on campus and online. NSU does not request new state resources. One new course will be required, which is needed to meet the South Dakota Department of Education's requirements for the English as a New Language certification. In addition, NSU requests an exception to the 18-credit limit for minors, as the courses required to meet the Department's certification requirements total 19 credit hours.
>
> Board office staff recommends approval.

ATTACHMENTS
> Attachment I – New Program Request Form: NSU – Minor in English as a New Language

****
DRAFT MOTION 20210623_5-B(2):
> I move to authorize NSU to offer a minor in English as a New Language, as presented.

SOUTH DAKOTA BOARD OF REGENTS
ACADEMIC AFFAIRS FORMS

New Baccalaureate Degree Minor

Use this form to propose a new baccalaureate degree minor (the minor may include existing and/or new courses. An academic minor within a degree program enables a student to make an inquiry into a discipline or field of study beyond the major or to investigate a particular content theme. Minors provide a broad introduction to a subject and therefore develop only limited competency. Minors consist of a specific set of objectives achieved through a series of courses. Course offerings occur in a specific department or may draw from several departments (as in the case of a topical or thematic focus). In some cases, all coursework within a minor proscribed; in others cases, a few courses may form the basis for a wide range of choices. Regental undergraduate minors typically consist of 18 credit hours. Proposals to establish new minors as well as proposals to modify existing minors must recognize and address this limit. The Board of Regents, Executive Director, and/or their designees may request additional information about the proposal. After the university President approves the proposal, submit a signed copy to the Executive Director through the system Chief Academic Officer. Only post the New Baccalaureate Degree Minor Form to the university website for review by other universities after approval by the Executive Director and Chief Academic Officer.

UNIVERSITY:	NSU
TITLE OF PROPOSED MINOR:	**English as a New Language**
DEGREE(S) IN WHICH MINOR MAY BE EARNED:	**Any**
EXISTING RELATED MAJORS OR MINORS:	**None**
INTENDED DATE OF IMPLEMENTATION:	**Fall 2021**
PROPOSED CIP CODE:	**13.1401**
UNIVERSITY DEPARTMENT:	**Teacher Education**
BANNER DEPARTMENT CODE:	**NESE**
UNIVERSITY DIVISION:	**College of Professional Studies Millicent Atkins School of Education**
BANNER DIVISION CODE:	**5E**

☒ **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.

_____   4/30/2021
President (or Designee) 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. **Do you have a major in this field (*place an "X" in the appropriate box*)?**   ☐   ☒
   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.**
   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

   Board Policy 1:10:6 establishes the mission of NSU is in part "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 the nation." The proposed English as a New Language minor meets and supports the NSU mission, primarily by providing additional preparation for teachers wanting to effectively serve English Learners (ELs) and help them be successful in the classroom.

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.**

   A minor in English as a New Language would allow Education majors to officially earn credentials in teaching English as a New Language that will provide an opportunity for graduates to specialize in a high-need area of education. The minor would allow non-Education majors the chance to pursue knowledge of working with English Learners in any given context.

4. **How will the proposed minor benefit students?**
   According to the South Dakota Department of Education[1]

   - If Limited English Proficiency (LEP) is suspected, the school must identify and test the students.
   - If there is at least one LEP student, the school must use a well thought out pedagogic approach based on sound educational practice and theory for each and every student.
   - The school must provide sufficiently qualified human resources, bilingual material, and appropriate programs and methodologies which will ensure the learning of English and the curriculum to the same extent as native English speaking students.
   - The school must evaluate the program to verify that it is providing effective instruction, similar to that of students without limitations in English.

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   [1] South Dakota Department of Education English Language Acquisition https://doe.sd.gov/title/el.aspx (Accessed December 10, 2020)

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- After the evaluation, schools should amend programs to correct any deficiencies in meeting the educational needs of LEP students.

Under the Every Child Succeeds Act (ESSA), states must annually assess the language proficiency of English Learners, provide reasonable accommodations for them on state assessments, and develop new accountability systems that include long-term goals and measures of progress for ELs. School districts must meet the needs of ELs including providing knowledgeable and prepared staff to facilitate their learning.

Preparing general education teachers to work with English Learners will benefit students and allow for enhanced collaboration between classroom teachers, ESL teachers, and families of English Learners. The South Dakota Department of Education has recognized Northern State University's ability to offer coursework for the English as a New Language Endorsement.

A minor in English as a New Language will enhance the degree in Education and allow for graduates to increase their effectiveness as a classroom teacher certified to teach English Learners or obtain a position as an English as a Second Language teacher. South Dakota and neighboring states have experienced, or are experiencing, an influx in English Learners in the classroom, and teachers with credentials in English as a New Language are in high demand.

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.*

According to research by the *Economic Policy Institute,* the national teacher shortage could reach 200,000 by 2025.[2] While there are dozens of reasons for this shortage, one in particular is because teachers feel overwhelmed with working to meet students' needs. Specialized training such as in working with students whose native language is not English may improve teachers' self-efficacy.

In 2017-2018, there were more than 4.6 million English learners in school but only 78,000 teachers trained to address their needs. By 2025, an estimated 25% of students in public schools will be identified as English learners.[3] As the number of English learners continues to rise, so will the demand for highly qualified teachers to serve them.

According to the US Bureau of Labor Statistics, "Employment of high school teachers is projected to grow 4 percent from 2019-2029, about as fast as the average for all occupations."[4] Furthermore, "Many schools report that they have difficulty filling teaching positions for certain subjects, including math, science, English as a second language, and special education. As a result, teachers who specialize in these subject areas have the best job prospects."[4] At this time,

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[2] Economic Policy Institute https://www.epi.org/publication/the-teacher-shortage-is-real-large-and-growing-and-worse-than-we-thought-the-first-report-in-the-perfect-storm-in-the-teacher-labor-market-series/ (accessed December 10, 2020).

[3] National Center for Education Statistics, Digest for Education Statistics https://nces.ed.gov/programs/digest/d17/tables/dt17_209.10.asp?current=yes (accessed December 10, 2020).

[4] Bureau of Labor Statistics, U.S. Department of Labor, Occupational Outlook Handbook, High School Teacher https://www.bls.gov/ooh/education-training-and-library/high-school-teachers.htm (accessed December 10, 2020).

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there are four positions for English as a Second Language teachers posted on the South Dakota Associated School Board Teacher Placement Website.[5]

6. **Provide estimated enrollments and completions in the table below and explain the methodology used in developing the estimates (***replace "XX" in the table with the appropriate year***).**

	Fiscal Years*			
	1st	2nd	3rd	4th
Estimates	FY 21	FY 22	FY 23	FY 24
Students enrolled in the minor (fall)	4	6	8	12
Completions by graduates	0	3	5	7

*Do not include current fiscal year.

Estimates are based on conversations with our Department of Education faculty and the academic advisors for Teacher Education and content majors in Arts in Sciences. We have had conversations with undergraduate students in the Elementary Teacher Education, Special Education, and Secondary Education programs as well as with current in-service teachers and administrators.

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

The curriculum is consistent with South Dakota's standards for obtaining English as a New Language certification. The state requires that five Strands are addressed with the chosen curriculum. The curriculum has been accepted by the State of South Dakota for the English as a New Language Endorsement.

24:15:06:25. K-12 English as a new language education endorsement. A K-12 English as a new language education endorsement requires 18 semester hours of coursework, to include linguistics, development of curriculum and instruction for new language acquisition, language and culture, program assessment, reading for students with limited English proficiency, and an English as a new language methodology course. Study in the developmental characteristics of K-12 learners and a practicum, internship, or student teaching inclusive of K-12 learners is required in addition to the 18 hours, if not previously completed. Verified teaching experience in K-12 English as a new language within the five-year period immediately preceding application may be accepted in lieu of the above field experiences at the equivalency of one year's teaching experience for one semester hour credit for a maximum of three semester hours of the total credit hours required. No state test is required or available to validate this endorsement.

8. **Complete the tables below. Explain any exceptions to Board policy requested.**
   Minors by design are limited in the number of credit hours required for completion. Minors typically consist of eighteen (18) credit hours, <u>including</u> prerequisite courses. In addition, minors typically involve existing courses. If the curriculum consists of more than eighteen (18) credit hours (including prerequisites) or new courses, please provide explanation and justification below.

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[5] Associated School Boards of South Dakota Teacher Placement https://teacher.asbsd.org/Jobs (accessed December 10, 2020).

A. Distribution of Credit Hours

[Insert title of proposed minor]	Credit Hours	Percent
Requirements in minor	19	100%
Electives in minor	0	0%
Total	19	100%

B. Required Courses in the Minor

Prefix	Number	Course Title *(add or delete rows as needed)*	Prerequisites for Course *Include credits for prerequisites in subtotal below.*	Credit Hours	New (yes, no)
LING	403	Introduction to Linguistics		3	No
EDFN	446	Curriculum and Instruction for Second Language Acquisition		3	No
LING	435	Second Language Development		3	No
EDER	415	Educational Assessment		2	No
EDFN	445	Methods of Teaching English and Academic Content to English Learners		3	No
EDFN	468	Literacy in the Content Area for English Learners		2	Yes*
EPSY	428	Child and Adolescent Psychology		3	No
			Subtotal	19	

*New course request for EDFN 468 submitted November 11, 2020.

The curriculum for the proposed minor in ENL totals more than 18 credits because the plan of study both meets the South Dakota Department of Education's requirements for certification in ENL[6] and uses courses already in the Northern catalog and in the workload rotations of current Northern faculty. The curriculum for the ENL endorsement, minor, and proposed graduate certificate will be identical. The South Dakota Department of Education requires that English as a New Language coursework must include courses from each Strand totaling 18 or more credits. The Strands are: 1) Linguistics; 2) Development of curriculum and instruction for new language acquisition; 3) Language and Culture; 4) Program Assessment; 5) Reading for students with limited English proficiency; 6) English as a New Language methodology; 7) Study in the developmental characteristics of k-12 learners. Mapping the strands established by the State of South Dakota to courses Northern offers, the University can effectively and efficiently offer this program with a curriculum that totals 19 credits.

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[6] South Dakota Department of Education. English as a New Language.
https://doe.sd.gov/title/documents/ENLRequir.pdf (Accessed February 10, 2021)

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

Prefix	Number	Course Title *(add or delete rows as needed)*	Prerequisites for Course *Include credits for prerequisites in subtotal below.*	Credit Hours	New (yes, no)
					Choose an item.
					Choose an item.
					Choose an item.
					Choose an item.
					Choose an item.
			Subtotal		

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

Program learning outcomes
- Demonstrate understanding of language as a system, including phonology, morphology, syntax, pragmatics and semantics.
- Apply principles of second language acquisition to decisions regarding curriculum and instruction
- Analyze how cultural groups and individual cultural identities affect language learning and school achievement.
- Utilize evidence-based practices and strategies related to planning, implementing, and managing standards-based ESL and content instruction.
- Employ a variety of performance-based assessment tools and techniques to inform instruction for in the classroom
- Evaluate the effectiveness of teaching materials, procedures, and curricula
- Know, manage, and implement a variety of standards-based teaching strategies and techniques for developing and integrating English listening, speaking, reading, and writing.
- Demonstrate the ability to build partnerships with colleagues and students' families, serve as community resources, and advocate for English Learners.

Individual Student Outcome (Same as in the text of the proposal)	Program Courses that Address the Outcomes						
	LING 403*	EPSY 428*	EDFN 445*	EDFN 446*	EDER 415*	EDFN 468*	LING 435*
Demonstrate understanding of language as a system, including phonology, morphology, syntax, pragmatics and semantics.	X			X		X	X
Apply principles of second language acquisition to decisions regarding curriculum and instruction				X		X	X
Analyze how cultural groups and individual cultural identities affect language learning and school achievement.		X					X
Utilize evidence-based practices and strategies related to planning, implementing, and managing standards-based ESL and content instruction.			X			X	
Employ a variety of performance-based assessment tools and techniques to inform instruction for in the classroom			X	X	X		
Evaluate the effectiveness of teaching materials, procedures, and curricula		X	X	X			
Know, manage, and implement a variety of standards-based teaching strategies and techniques for developing and integrating English listening, speaking, reading, and writing.			X			X	
Demonstrate the ability to build partnerships with colleagues and students' families, serve as community resources, and advocate for ELLs		X	X				X

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

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

   Standard online instructional approaches of reading, videos, and discussion will be used in all courses, but certain courses will also employ practical application such as crafting lesson plans, presentations, and project-based learning.

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

	Yes/No	*Intended Start Date*
On campus	Yes	**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 *Delivery methods are defined in AAC Guideline 5.5.*	Intended Start Date
Distance Delivery (online/other distance delivery methods)	Yes	015 internet asynchronous	**Fall 2021**
Does another BOR institution already have authorization to offer the program online?	Yes	**If yes, identify institutions:** Dakota State University	

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)	Choose an item.		Choose an item. Choose an item.

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."*

NSU is requesting an exception to the 18-credit limit for minors in order to offer this program by using courses already in the Northern catalog that are taught in a reliable rotation and are already calculated in the workloads of current Northern faculty.

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.*

No. One current faculty member and one faculty member who is replacing a retiring faculty member and whose contract starts summer 2021 are qualified to teach courses required in the minor. In addition, the Linguistics courses are currently offered in the College of Arts and Sciences so no additional faculty will be needed. The coursework for the endorsement is currently offered and the faculty, facilities, and instructional technology are sufficient.

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.

15. Additional Information: *Additional information is optional. Use this space to provide pertinent information not requested above. Limit the number and length of additional attachments. Identify all attachments with capital letters. Letters of support are not necessary and are rarely included with Board materials. The University may include responses to questions from the Board or the Executive Director as appendices to the original proposal where applicable. Delete this item if not used.*

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

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SUBJECT
New Program: SDSU Minor in Computer Engineering

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 Computer Engineering. Computer Engineering is the engineering field that integrates topics in computer science and electrical engineering for the development of hardware and software specific to computers and embedded systems. Computer engineering deals with designing, developing, and operating computer systems. The proposed minor will provide a high-valued academic credential that is in significant demand by regional employers who are looking to hire positions such as information security analysts, computer network architects, network and computer systems administrators, and computer hardware engineers.

SDSU requests an exception to the Board policy that limits minors to a total of 18 credit hours, including prerequisites. The minor itself is 18 credit hours, but depending on the courses take to fulfill the requirements, students may need 13-19 credits of prerequisites. For this reason, SDSU is only allowing Computer Science or Electrical Engineering majors to take the proposed minor. These students will take most, if not all, of these prerequisites as part of the requirements for their selected major. Therefore, students allowed to take the minor will be much closer to the 18 credit limit currently in policy.

IMPACT AND RECOMMENDATION
SDSU plans to offer the minor in Computer Engineering on campus. SDSU does not request new state resources. No new courses will be required.

Board office staff recommends approval.

ATTACHMENTS
Attachment I – New Program Request Form: SDSU – Minor in Computer Engineering

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DRAFT MOTION 20210623_5-B(3):
I move to authorize SDSU to offer a minor in Computer Engineering, as presented.

SOUTH DAKOTA BOARD OF REGENTS
ACADEMIC AFFAIRS FORMS

New Baccalaureate Degree Minor

UNIVERSITY:	SDSU
TITLE OF PROPOSED MINOR:	Computer Engineering
DEGREE(S) IN WHICH MINOR MAY BE EARNED:	Computer Science, Electrical Engineering
EXISTING RELATED MAJORS OR MINORS:	Computer Science (B.S., minor), Electrical Engineering (B.S.)
INTENDED DATE OF IMPLEMENTATION:	2021-2022 Academic Year
PROPOSED CIP CODE:	14.0901
UNIVERSITY DEPARTMENT:	Electrical Engineering & Computer Science
BANNER DEPARTMENT CODE:	SEEC
UNIVERSITY DIVISION:	Jerome J. Lohr College of Engineering
BANNER DIVISION CODE:	3E

☒ **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	4/30/2021
	Date

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

2. **If you do not have a major in this field, explain how the proposed minor relates to your university mission and strategic plan, and to the current Board of Regents Strategic Plan 2014-2020.**

   South Dakota State University (SDSU) requests authorization to offer a baccalaureate minor in Computer Engineering. The proposed minor supports the statutory mission of SDSU as provided in SDCL 13-58-1: *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. The Computer Engineering Minor is proposed by the Department of Electrical Engineering and Computer Science (EECS). Providing engineering training and support to the surrounding regions is central to the mission. Many regional employers have stated that the computer science and electrical engineering graduates would better fit their hiring needs if they had a computer engineering background. Various constituents of the EECS Department, including the two separate Industry Advisory Boards (Computer Science and Electrical Engineering), have conveyed their strong support for this minor as they believe the market and need for this training exists and is projected to grow. This plan proposes to allow interested students to gain these skills before graduation. Constituents outside the EECS Department, such as students affiliated with the College of Engineering's Robotics Club and the Department of Mechanical Engineering will also benefit directly from this proposed minor.

The proposed minor supports the university's strategic plan to achieve excellence through transformative education by developing and growing high-quality and distinct academic programs designed to meet the needs of diverse students and market demands. The proposed minor supports the BOR Strategic Plan goal of recruiting, retaining, and graduating students in STEM fields by providing the opportunity to earn a minor in an area of practice that is in demand both by students and industry.

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.**

   The proposed minor will provide training in the critical STEM area of computer engineering. Computer engineering is the engineering field that integrates topics in computer science and electrical engineering for the development of hardware and software specific to computers and embedded systems. Computer engineering deals with designing, developing, and operating computer systems. At its core, computer engineering concentrates on digital hardware devices and computers, and the software that controls them. Advanced courses focus on standard designs and techniques for specific application domains. In contrast to computer science and software engineering, computer engineering emphasizes solving problems in digital hardware and at the hardware-software interface. Applications include microcontroller and microprocessor-based systems, personal computers, high performance supercomputers, circuit design, and device engineering. The minor specifies a sequence of courses and academic experiences that provide a unique intersection of background and skills required to address computer engineering applications.

4. **How will the proposed minor benefit students?**

   The proposed minor will provide a high-valued academic credential in computer engineering that is in significant demand by regional employers. This will give the students the requisite knowledge and skills to understand, analyze, and design systems comprised of both hardware and software.

5. **Describe the workforce demand for graduates in related fields, including national demand and demand within South Dakota.**

   The U.S. Bureau of Labor Statistics (BLS) projects growths of 31%, 5%, 4%, and 2% for

information security analysts[1], computer network architects[2], network and computer systems administrators[3], and computer hardware engineers[4], respectively in 2019—2029, with more than 60,000 new hires projected. The 2019 median annual pay for these positions lies in the range of $83,510 to $117,220. The need for this expertise is further underscored by the low location quotients in the region (acc. to the BLS). In the strategic area of precision agriculture, computer engineers will play a vital role of designing, developing, and integrating hardware and software tools in the field.

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

These estimates were developed in consultation with regional employers who have stated their hiring needs during Electrical Engineering and Computer Science Industry Advisory Board meetings.

	Fiscal Years*			
	1st	2nd	3rd	4th
Estimates	FY 22	FY 23	FY 24	FY 25
Students enrolled in the minor (fall)	5	15	25	35
Completions by graduates	0	5	10	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.

All students will be required to take 13 credits of core courses that will develop mastery of basic computer engineering topics. Students will choose an additional 5 or more credits of coursework to cover broad areas of interest to computer engineers. All elective courses will give the student a better understanding of how software and hardware work together in computerized systems. This is a standard curricular approach to developing discipline/professional expertise via a minor in computer engineering.[5,6]

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[1] Bureau of Labor Statistics, U.S. Department of Labor, *Occupational Outlook Handbook*, Information Security Analysts, at https://www.bls.gov/ooh/computer-and-information-technology/information-security-analysts.htm (visited *March 03, 2021*).

[2] Bureau of Labor Statistics, U.S. Department of Labor, *Occupational Outlook Handbook*, Computer Network Architects, at https://www.bls.gov/ooh/computer-and-information-technology/computer-network-architects.htm (visited *March 09, 2021*).

[3] Bureau of Labor Statistics, U.S. Department of Labor, *Occupational Outlook Handbook*, Network and Computer Systems Administrators, at https://www.bls.gov/ooh/computer-and-information-technology/network-and-computer-systems-administrators.htm (visited *March 09, 2021*).

[4] Bureau of Labor Statistics, U.S. Department of Labor, *Occupational Outlook Handbook*, Computer Hardware Engineers, at https://www.bls.gov/ooh/architecture-and-engineering/computer-hardware-engineers.htm (visited *March 09, 2021*).

[5] Old Dominion University, Minor in Computer Engineering [Online] https://www.odu.edu/academics/programs/minor/computer-engineering (accessed: 3/19/21)

[6] University of Maryland, Minor in Computer Engineering [Online] https://ece.umd.edu/undergraduate/degrees/minor-computer-engineering (accessed: 3/19/21)

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

A. Distribution of Credit Hours

Computer Engineering Minor	Credit Hours	Percent
Requirements in minor	13	68-72%
Electives in minor	5-6	28-31%
Total	18-19	100%

B. Required Courses in the Minor

Prefix	Number	Course Title	Prerequisites for Course	Credit Hours	New (yes, no)
CSC	300	Data Structures	CSC 250 Computer Science II	3 (3) *	No
CSC	456	Operating Systems	CSC 300 Data Structures & CSC 314 Assembly Language	3 (3)	No
EE	345	Computer Organization	EE 245-245L Digital Systems & Lab & CSC 150 Computer Science I	3 (7)	No
EE	347-347L	Microcontroller Systems Design & Lab	EE 345 Computer Organization	3, 1	No
			Subtotal	13 (13) *	

*Credit hours in parentheses ( ) indicate prerequisite courses not counted in the minor requirements. The net number of prerequisite credits not counted is thirteen. The prerequisites are fundamental courses for Computer Science and Electrical Engineering majors who might choose to earn the minor and therefore are not applicable to the minor itself.

The Computer Engineering Minor is designed as a stackable and value-added credential for students. Computer Science majors that declare the minor would not require extra coursework as they would substitute EE 245-245L Digital Systems & Lab and EE 345 Computer Organization for CSC 244-244L Digital Logic & Lab and CSC 317 Computer Organization and Architecture, respectively. The Electrical Engineering versions of the courses cover additional material and would meet the requirements for their Computer Science versions. Electrical Engineering majors that declare the minor would complete twelve credits beyond the major coursework (CSC 250, CSC 300, CSC 456, and CSC 314) to earn the 18-19 credit minor.

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

Select 5-6 credits from the following:

Prefix	Number	Course Title	Prerequisites for Course	Credit Hours	New (yes, no)
CSC	474	Computer Networks	CSC 300 Data Structures	3	No

CSC	487	Network Security	CSC 300 Data Structures	3	No
EE	492	Topics (Advanced Digital Design)	--	3	No
SE	440	Embedded Systems	SE 306 Software Project Management & EE 347 Microcontroller System Design	3 (3) *	No
CSC, EE, SE, ME, or HON	491	Approved Independent Study	--	1-3	No

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

Students will gain a necessary knowledge of computer engineering and the development of computer engineering solutions. Students will develop skills to implement in the fields of professional, scientific, government, or academic environments in computer engineering. The following are the specific student outcomes for the Computer Engineering minor:
   - Design and analyze digital circuits and hardware such as those used in computer systems;
   - Design and write low-level and high-level computer software germane to computer systems.

These student outcomes align with the department's expectations for program educational objectives in computer science and electrical engineering.

The curriculum map below shows where students achieve these outcomes in the curriculum.
Computer Engineering Minor – Student Learning Outcomes

Individual Student Outcome	CSC 300	CSC 456	EE 345	EE 347-347L	Electives
Design and analyze digital circuits and hardware such as those used in computer systems.			X	X	X
Design and write low-level and high-level computer software germane to computer systems.	X	X		X	X

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

Standard contemporary classroom and laboratory technologies will be used. Face-to-face lecture and hands-on laboratories will be the dominant instructional method.

11. **Delivery Location[7]**

   A. **Complete the following charts to indicate if the university seeks authorization to deliver the entire program on campus, at any off campus location (e.g., USD**

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[7] The accreditation requirements of the Higher Learning Commission (HLC) require Board approval for a university to offer programs off-campus and through distance delivery.

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

	Yes/No	*Intended Start Date*
On campus	Yes	**2021-2022 Academic Year**

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

	Yes/No	*If Yes, identify delivery methods[8]*	*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 certificate through distance learning (e.g., as an online program)? [9]**

	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."*

The University requests an exception to the Board policy that limits minors to a total of 18 credits, including prerequisites. The proposed Computer Engineering Minor is intended only for students earning bachelor's degrees in Electrical Engineering or Computer Science. Students will complete the prerequisites as part of the basic bachelor's degree requirements, regardless of the minor. The 18-19 credits included in the proposed minor prescribe a path to developing expertise in computer engineering through specific electives and focused experiential work.

13. **Cost, Budget, and Resources: Explain the amount and source(s) of any one-time and continuing investments in personnel, professional development, release time, time redirected from other assignments, instructional technology & software, other operations and maintenance, facilities, etc., needed to implement the proposed minor.** *Address off-campus or distance delivery separately.*

The minor will be offered using existing resources only. The Department of Electrical Engineering and Computer Science already has the resources, personnel, courses, lesson plans, and infrastructure required to implement the minor. No new investments are required at this time. The department has been building capacity for the minor for a long time now. Faculty members that hold advanced degree or terminal degree in their respective fields of computer

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[8] Delivery methods are defined in AAC Guideline 5.5.
[9] This question responds to HLC definitions for distance delivery.

science, electrical engineering, and software engineering will provide the high quality of instruction that is expected for any offering from SDSU. Instructional laboratories are fully staffed and adequately supplied to cater to the pedagogical requirements of delivering a successful minor in Computer Engineering.

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

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SUBJECT
> **New Program: SDSU Minor in Dairy Industry**

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 Dairy Industry. Dairy science is an application of the sciences, engineering and technology, and business for the study of milk production and processing. The Department of Dairy and Food Science currently offers undergraduate majors in Dairy Manufacturing and Dairy Production. The proposed minor is intended for students in other majors at SDSU. The dairy industry in South Dakota is expanding rapidly, and these is a demand for students with knowledge in this field. The minor in Dairy Industry will allow students to become credentialed in several of the basic aspects of the dairy industry, thereby, enhancing their employment opportunities.

IMPACT AND RECOMMENDATION
> SDSU plans to offer the minor in Dairy Industry on campus. SDSU does not request new state resources. No new courses will be required, as all courses in the minor are part of current majors at SDSU.
>
> Board office staff recommends approval.

ATTACHMENTS
> Attachment I – New Program Request Form: SDSU – Minor in Dairy Industry

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DRAFT MOTION 20210623_5-B(4):
> I move to authorize SDSU to offer a minor in Dairy Industry, as presented.

SOUTH DAKOTA BOARD OF REGENTS
ACADEMIC AFFAIRS FORMS

New Baccalaureate Degree Minor

UNIVERSITY:	SDSU
TITLE OF PROPOSED MINOR:	Dairy Industry
DEGREE(S) IN WHICH MINOR MAY BE EARNED:	Any
EXISTING RELATED MAJORS OR MINORS:	Dairy Production (B.S.), Dairy Manufacturing (B.S.)
INTENDED DATE OF IMPLEMENTATION:	2021-2022 Academic Year
PROPOSED CIP CODE:	01.0905
UNIVERSITY DEPARTMENT:	Dairy & Food Science
BANNER DEPARTMENT CODE:	SDFS
UNIVERSITY DIVISION:	College of Agriculture Food & Environmental Sciences
BANNER DIVISION CODE:	3F

☒ **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	4/30/2021
	Date

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

2. **If you do not have a major in this field, explain how the proposed minor relates to your university mission and strategic plan, and to the current Board of Regents Strategic Plan 2014-2020.**

   South Dakota State University (SDSU) requests authorization to offer a minor in Dairy Industry. The Department of Dairy and Food Science, which currently offers undergraduate majors in Dairy Manufacturing and Dairy Production, has proposed the new minor. The proposed minor is intended for students in other majors at SDSU. The dairy industry in South Dakota is growing at an exponential rate and there is a strong demand for students with knowledge of the field. The dairy industry in South Dakota is expanding rapidly. Currently

there are approximately 150,000 cows in the state and this number is expected to grow to 200,000 in the next 3-4 years. Operations that manage these herds are in need of qualified, knowledgeable personnel. While there is concerted effort to increase enrollment in the majors, there also are students at SDSU who are majoring in other areas, that are not interested in double majoring but have opportunities for employment in the dairy industry. This minor will provide such students the credentials needed to fill needs within the industry. Students in other majors that will enroll in this minor will offer dairy employers additional credentials through their majors.

The Dairy Industry Minor will contribute to the attainment of the Imagine 2023[1] strategic plan Strategic Goal 1 – Excellence through Transformative Education. The minor will utilize active and innovative teaching and learning practices and incorporates multiple cross-curricular skills, including inquiry and analysis, critical thinking, teamwork and problem-solving. Hands-on opportunities through the Dairy Research and Training Facility (dairy farm) and the Davis Dairy Plant will be available to students giving them strong skills for employment.

SDSU does not request new state resources.

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.**

Dairy science is an application of the sciences, engineering and technology, and business for the study of milk production and processing. Dairy science students may choose a major in Dairy Production, Dairy Manufacturing, or both. Dairy Production is the study of production of milk, management of the farm, feeding, breeding and herd health. Dairy Manufacturing is the study of processing and merchandising of milk and milk products. The purpose of this minor is for students majoring in programs other than Dairy Production or Dairy Manufacturing to develop a limited knowledge and competency in the dairy industry.

The proposed minor will allow students to become credentialed in several of the basic aspects of the dairy industry. This will enable employment opportunities in a growing industry. SDSU is unique nationwide in that it offers programs that cover the dairy industry from the farm to product. Students that enroll in this minor will have the opportunity to develop credentials in both the farm and product aspect and thereby enhance their employment opportunities.

4. **How will the proposed minor benefit students?**

The dairy industry in South Dakota is growing at an exponential rate and there is a strong demand for students with knowledge of the field. The nature of the current industry is such that in addition to a strong demand for graduates with majors in dairy science, there also is a need for those that may specialize in other programs such as Animal Science, Agricultural Business, Agricultural & Biosystems Engineering with knowledge of the dairy profession. The new minor is designed to offer courses in both dairy production and dairy manufacturing.

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[1] https://www.sdstate.edu/imagine-2023-aspire-discover-achieve

5. Describe the workforce demand for graduates in related fields, including national demand and demand within South Dakota.

The workforce demand in the field of Dairy and Food Science is strong. This point is exemplified by the fact that the SDSU Dairy and Food Science Department has had a 100% job placement rate for decades. Even amidst fluctuations throughout the dairy industry over the years – graduates from the University's programs have maintained a 100% job placement rate due to the strong reputation of the SDSU Dairy and Food Science program and the need for professionals trained in this field. This minor will further support this industry.

Nationally, the dairy industry has seen growth in its employment opportunities over the last five years – and is projected to continue growing. The following statistics provided by IBISWorld highlights these trends.
- The average business in the Dairy Farms industry in the US now employs more workers than it did five years ago.
- Between the years of 2016 to 2021 – the number of people employed in the Dairy Farm Industry in the US increased by an average of 0.6% per year.
- Dairy Farms in the US are expected to see 2.1% employment growth in 2021.
- The market size of the Dairy Farm Industry in the US is $39 billion – and projected to increase at an annualized rate.

As seen through these statistics, the national workforce demand for graduates in this field is projected to continue growing. The fact that milk is a staple food according to the US Department of Agriculture helps keep the demand for dairy products and employment opportunities in the dairy industry relatively stable. (IBIS World, 2020)[2]

Without direct listings in the BLS Occupational Outlook Handbook for a Dairy Manufacturing degree, closely related career fields were identified.
- Agricultural and Food Science Technicians: "Employment of agricultural and food science technicians is projected to grow 4 percent from 2019 to 2029, about as fast as the average for all occupations. Agricultural and food science technicians will be needed to assist scientists as research into agricultural production methods and techniques continues." (BLS, 2021)[3]
- Agricultural and Food Scientists: "Overall employment of agricultural and food scientists is projected to grow 6 percent from 2019 to 2029, faster than the average for all occupations. Employment of agricultural and food scientists is projected to grow as research into agricultural production methods and techniques continues." (BLS, 2021)[4]

Demand for SDSU graduates in South Dakota comes from industry linkages and a geographic location that places SDSU in a corridor of flourishing dairy industry. Michael Dykes, CEO and President of the International Dairy Foods Association said, "There's a lot of growth here along the I-29 corridor in South Dakota. Great location, great regulations, and policy. It is a growth

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[2] IBIS World. (2020, November 22nd). *Dairy Farms in the US industry trends (2015-2020).*
[3] Bureau of Labor Statistics, U.S. Department of Labor, Occupational Outlook Handbook, Agricultural and Food Science Technicians. https://www.bls.gov/ooh/life-physical-and-social-science/agricultural-and-food-science-technicians.htm
[4] Bureau of Labor Statistics, U.S. Department of Labor, Occupational Outlook Handbook, Agricultural and Food Scientists. https://www.bls.gov/ooh/life-physical-and-social-science/agricultural-and-food-scientists.htm

story for dairy" (McDonald, 2019)[5]. The South Dakota dairy industry has grown from approximately 80,000 cows in 2002 to approximately 150,000 today. It is anticipated that it will reach 200,000 cows in the next 3 to 4 years. Trained professionals will be needed to serve this industry. Having a growing dairy industry in South Dakota helps set the stage for the success of a Dairy Industry minor.

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

	Fiscal Years*			
	1st	2nd	3rd	4th
Estimates	FY 22	FY 23	FY 24	FY 25
Students enrolled in the minor (fall)	5	10	15	20
Completions by graduates	--	5	10	15

*Do not include current fiscal year.

Estimates are based on student enrollment in the Food Safety Minor that is housed in the Dairy and Food Science Department, advisor recommendations, and expressed student interest across campus. The desire is to continue growing enrollment in the minor as it gains notoriety.

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

The proposed curriculum is drawn predominantly from the framework found in the Dairy Production and Dairy Manufacturing majors offered at SDSU. Students enrolled in this minor will have the opportunity to take a wide variety of these classes that peak a multitude of interests throughout the dairy industry. By leaving the curriculum very customizable – students have the chance to be as specific or broad as they would like in their studies, making it an ideal minor for students coming from a wide variety of academic majors. Currently, there are no national standards for dairy science programs. The minor will be based on the standards set forth by the Dairy and Food Science Department, South Dakota State University, and the South Dakota Board of Regents.

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

A. **Distribution of Credit Hours**

Dairy Industry Minor	Credit Hours	Percent
Requirements in minor	4-6	22%-33%
Electives in minor	12-14	67%-78%
Total	18	100%

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[5] McDonald, S. (2019, April 25). *Dairy industry growing in South Dakota.* Keloland Media Group. https://www.keloland.com/news/dairy-industry-growing-in-south-dakota/

B. Required Courses in the Minor

Prefix	Number	Course Title	Prerequisites for Course	Credit Hours	New (yes, no)
DS	130-130L	Introduction to Dairy Science		3	No
DS OR	314	Dairy Farm Evaluation (1 cr.)		1-3	No
DS	496	Field Experience (3 cr.)			
			Subtotal	4-6	

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

Select 12-14 credits from the following:

Prefix	Number	Course Title	Prerequisites for Course	Credit Hours	New (yes, no)
AS	218	Survey of Animal Nutrition	AS 101 or AS 102 or DS 130-130L	3	No
AS	219	Principals of Nutrition	AS 101 or DS 130-130L	3	No
DS	202	Dairy Products Judging		1	No
DS	231	Dairy Foods		3	No
DS	301 – 301L	Dairy Microbiology & Lab	MICR 231-231L or MICR 233-233L	4	No
DS	311	Dairy Cattle Judging		2	No
DS	312-312L	Dairy Cattle Breeding & Evaluation & Lab		4	No
DS	314	Dairy Farm Evaluation		1	No
DS	321-321L	Dairy Product Processing I & Lab	DS 130-130L; MICR 231-231L or MICR 233-233L	5	No
DS	322-322L	Dairy Product Processing II & Lab	DS 130-130L; MICR 231-231L or MICR 233-233L	5	No
DS	400-400L	Dairy Chemistry & Analysis & Lab	DS 130-130L; CHEM 106 or CHEM 112; CHEM 108	5	No
DS	401	Advanced Dairy Products Judging	DS 202	1-2	No
DS	421–421L	Dairy Plant Management & Lab	Junior standing	4	No
DS	442	Dairy Product & Process Development	DS 400-400L	3	No
DS	480-480L	Dairy Farm Operations I & Lab	AS 218 or AS 219; DS 130-130L; ECON 201 or ECON 202	4	No
DS	481-481L	Dairy Farm Operations II & Lab	DS 130-130L; DS 480-480L; ECON 201 or ECON 202	4	No

Prefix	Number	Course Title	Prerequisites for Course	Credit Hours	New (yes, no)
DS	494	Internship		3	No
DS	496	Field Experience		3	No

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

In the Dairy Industry Minor students will:
- Demonstrate a general understanding of dairy farm management and operations.
- Demonstrate a general understanding of dairy plant management and operations.
- Demonstrate a general understanding of milk composition and dairy products.
- Demonstrate the ability to communicate a general understanding of the dairy industry through written reports and oral presentations.

Individual Student Outcomes	Program Courses that Address the Outcomes																		
	*DS 130-130L	*DS 314	*DS 496	AS 218	AS 219	DS 202	DS 231	DS 301-301L	DS 311	DS 312-312L	DS 321-321L	DS 322-322L	DS 400-400L	DS 401	DS 421-421L	DS 442	DS 480-480L	DS 481-481L	DS 494
Demonstrate a general understanding of dairy farm management and operations.	X	X		X	X			X	X	X							X	X	X
Demonstrate a general understanding of dairy plant management and operations.	X		X					X			X	X	X		X				X
Demonstrate a general understanding of milk composition and dairy products.	X		X			X	X	X			X	X	X	X		X			X
Demonstrate the ability to communicate a general understanding of the dairy industry through written reports and oral presentations.	X	X				X	X	X	X	X	X	X		X	X		X	X	X

10. **What instructional approaches and technologies will instructors use to teach courses in the minor?**

The Dairy Industry Minor will offer instruction through lecture, discussion, laboratory exercises, and hands-on practical training.

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

	Yes/No	*Intended Start Date*
On campus	Yes	**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)	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 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.*

    The Dairy Industry Minor utilizes courses that are already part of the set curriculum within the Dairy and Food Science Department. Because of this there is no significant change in cost, budget, or resources associated with the implementation of the Dairy Industry Minor.

14. **New Course Approval: New courses required to implement the new minor may receive approval in conjunction with program approval or receive approval separately. Please check the appropriate statement (*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.*

15. Additional Information:

Academic Requirements

Dairy Production and Dairy Manufacturing majors are not eligible to complete the Dairy Industry Minor.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

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SUBJECT

New Undergraduate Certificate: SDSU Livestock and Animal Products Evaluation

CONTROLLING STATUTE, RULE, OR POLICY

BOR Policy 2:23 – Program and Curriculum Approval

BACKGROUND / DISCUSSION

South Dakota State University (SDSU) requests authorization to offer an undergraduate certificate in Livestock and Animal Products Evaluation. The Livestock and Animal Products Evaluation certificate will recognize students that have developed expertise in visual and data driven evaluation of livestock and animal products. These individuals will also be potential employees in and/or a resource to 4-H, FFA, county fairs, livestock shows, and organizations that require the services of people with expertise in these fields. Coursework will focus on recognized standards of evaluation, included U.S. Department of Agriculture grading systems, industry data such as expected progeny differences, and visual evaluation of livestock and animal products.

IMPACT AND RECOMMENDATION

SDSU plans to offer the proposed undergraduate certificate on campus. SDSU does not request state resources for the program. The certificate does not require any new courses, as all courses are currently part of other majors at SDSU.

Board staff recommends approval.

ATTACHMENTS

Attachment I – New Certificate Request Form: SDSU – Livestock and Animal Products Evaluation

****

DRAFT MOTION 20210623_5-C:

I move to authorize SDSU to offer an undergraduate certificate in Livestock and Animal Products Evaluation, as presented.

SOUTH DAKOTA BOARD OF REGENTS
ACADEMIC AFFAIRS FORMS

New Certificate

UNIVERSITY:	SDSU
TITLE OF PROPOSED CERTIFICATE:	**Livestock and Animal Products Evaluation**
INTENDED DATE OF IMPLEMENTATION:	**2021-2022 Academic Year**
PROPOSED CIP CODE:	**01.0903**
UNIVERSITY DEPARTMENT:	**Animal Science**
BANNER DEPARTMENT CODE:	**SANS**
UNIVERSITY DIVISION:	**Agriculture, Food & Environmental Sciences**
BANNER DIVISION CODE:	**3F**

☒ **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.

_____	4/30/2021
Institutional Approval Signature	Date
President or Chief Academic Officer of the University	

1. **Is this a graduate-level certificate or undergraduate-level?**

    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 Livestock and Animal Products Evaluation Certificate was developed to support the strength of the of the livestock and animal products industries in the state of South Dakota and the region. The proposed certificate will recognize students that have developed expertise in visual and data driven evaluation of livestock and animal products. These individuals will also be potential employees in and/or a resource to 4-H, FFA, county fairs, livestock shows and organizations that require the services of people with expertise in these fields. Coursework will focus on recognized standards of evaluation, including United States

Department of Agriculture grading systems, industry data such as expected progeny differences, and visual evaluation of livestock and animal products.

The Livestock and Animal Products Evaluation Certificate is designed to be a value-added credential predominantly for majors in the College of Agriculture, Food and Environmental Sciences, including but not limited to Animal Science, Dairy Production, Dairy Manufacturing, and Agricultural Education, Communication and Leadership majors.

SDSU does not request new state resources for the proposed certificate.

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 Livestock and Animal Products Evaluation Certificate supports the mission of SDSU as provided in SDCL 13-58-1: *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.*

The proposed certificate also supports the goals stated in the South Dakota Board of Regents Strategic Plan 2014-2020:

Goal 2 – Academic Quality and Performance
- Grow the number of students participating in experiential learning.
- Develop and grow high-quality and distinct academic programs to meet the needs of diverse students and market demands.

Goal 3 – Research and Economic Development
- Encourage campuses to increase recruitment and retention of undergraduate STEM majors.
- Encourage development of academic programs and certificates that align with existing and future state workforce needs.

In addition, this undergraduate certificate aligns with the SDSU's Imagine 2023 strategic plan[1] by offering a student-centered education. Specifically, the courses and certificate will contribute to the attainment of *Strategic Goal 1 – Excellence through Transformative Education*. This will be a high-quality academic program that utilizes active and innovative teaching and learning practices and incorporates multiple cross-curricular skills, including inquiry and analysis, critical thinking, teamwork and problem-solving.

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 undergraduate certificate is designed to be a value-added credential. Given strong interest in livestock, meats, dairy and food industries, individuals with the type of training provided by

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[1] https://www.sdstate.edu/imagine-2023-aspire-discover-achieve

this certificate program will be in high demand. Individuals may be in career paths that include livestock evaluation and marketing, quality assurance in meats or dairy foods industries, or an array of other livestock and meats oriented careers which require some knowledge of visual evaluation of livestock or animal products, such as livestock herd managers, nutrition consultants, or reproductive/breeding technologists. Expertise in these areas will also be an asset to high school agricultural (career and technical) education teachers and adult and informal education teachers such as Extension agents and specialists. Overall employment of agricultural and food scientists is projected to grow 6 percent from 2019 to 2029, faster than the average for all occupations. Employment of agricultural and food scientists is projected to grow as research into agricultural production methods and techniques continues.[2] Employment for postsecondary teachers in a wide array of subjects is expected to grow at 9%, much faster than average. Employment for high school teachers is expected to grow 4%, about average for all occupations. The additional credentials provided by this certificate will make individuals more marketable for teaching specific subjects at both the post-secondary and high school levels.[2]

Additionally, the certificate would contribute to secondary income opportunities for individuals in nearly any career field. The livestock industry includes many exhibitions and "shows" at local, regional and national levels, for which individuals are hired to judge and rank the livestock that is exhibited at the show. These opportunities to judge may range from a few hours to a few days with pay scales based on size and recognition level of the show. For example, the North American International Livestock Exposition, held in Louisville, KY, annually has over 30,000 livestock exhibit entries and hires approximately 60 judges to evaluate the entries.

Prospective students who would be attracted to this certificate would be introduced to the topics through the 100- and 200-level courses included as part of the certificate, which are required courses for many agricultural majors. Those that have strong interest in the topic would pursue the elective courses to strengthen and hone their expertise and skills in evaluation.

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 University anticipates most students pursuing the certificate will be in the College of Agriculture, Food and Environmental Sciences; however, there may be interest from students in other colleges. The added value of this certificate will appeal to Animal Science, Agricultural Business, Dairy Production, and Agricultural Education, Communication and Leadership majors, as well as students in other majors that have an interest in livestock evaluation.

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?**

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[2] Bureau of Labor Statistics, U.S. Department of Labor, *Occupational Outlook Handbook*, Agricultural and Food Scientists, at https://www.bls.gov/ooh/life-physical-and-social-science/agricultural-and-food-scientists.htm (visited *January 02, 2021*).

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.

The Livestock and Animal Products Evaluation Certificate is a value-added credential. Students in Animal Science, Agricultural Business, Dairy Production, and Agricultural Education, Communication and Leadership majors would benefit the most from this credential.

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. Coursework from the certificate may be applied towards a student's program requirements and to the certificate.

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)
AS	101-101L	Introduction to Animal Science & Lab	-	3, 1	No
AS	200	Introduction to Meat Judging	AS 101-101L	1	No
AS	201	Introduction to Livestock Judging	AS 101-101L	1	No
AS	285-285L	Livestock Evaluation and Marketing & Lab	AS 101-101L	3, 0	No
AS	322	Advanced Livestock Evaluation	AS 201 & AS 285	1	No
AS	400	Judging Team (Section 1, 2 or 3)	-	1	No
Choose a minimum of 1 credit from the following:					
AS	241-241L	Introduction to Meat Science & Lab	-	3, 0	No
DS	202	Dairy Products Judging	-	1	No
DS	311	Dairy Cattle Judging	-	2	No
AS	400	Judging Team (Section 1, 2 or 3; cannot use same section as for required credit)	-	1	No
			Subtotal	12-14	

AS 241-241L Introduction to Meat Science & Lab (3 cr.) is a major requirement for the Animal Science major and Agricultural Education Specialization. DS 311 Dairy Cattle Judging (2 cr.) is a major requirement for the Dairy Production major.

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.*

   Students in the Livestock and Meat Animal Products Evaluation Certificate will develop:
   - Understanding of United States Department of Agriculture grading standards for relevant commodities.
   - Expertise in visual evaluation of livestock and animal products.
   - Expertise in evaluation of genetic and economic data, such as livestock Expected Progeny Differences (EPDs) and market value of commodities.
   - Advanced decision-making skills involving combinations of livestock genetic and performance data, visual evaluation of livestock, livestock and animal products economic data and visual evaluation of animal products.

   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	Program Courses that Address the Outcomes								
	AS 101-101L*	AS 200*	AS 201*	AS 285-285L*	AS 322*	AS 400*	AS 241	DS 202	DS 311
Understanding of USDA grading standards for relevant commodities.	X	X		X			X	X	
Expertise in visual evaluation of livestock and animal products.		X	X	X	X	X		X	X
Expertise in evaluation of genetic and economic data, such as livestock Expected Progeny Differences (EPDs) and market value of commodities.		X	X	X	X	X	X		X
Advanced decision-making skills involving combinations of livestock genetic and performance data, visual evaluation of livestock, livestock and animal products economic data and visual evaluation of animal products.		X	X		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., USD Community College for Sioux Falls, Black Hills State University-Rapid City, Capital City Campus, etc.) or deliver the entire program through distance technology (e.g., as an on-line program)?**

	Yes/No	Intended Start Date
On campus	Yes	**2021-22 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)	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

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SUBJECT

New Specialization: BHSU Specialization in Economics

CONTROLLING STATUTE, RULE, OR POLICY

BOR Policy 2:23 – Program and Curriculum Approval

BACKGROUND / DISCUSSION

Black Hills State University (BHSU) requests authorization to offer a specialization in Economics within the BS in Business Administration. BHSU currently offers a specialization for this program in Economics & Finance, but based on recommendations from the program's accreditor (AACSB), the school of business removed several required classes from the business core. As a result, there is no longer enough coverage of both economics and finance to justify combining them into one specialization. BHSU is proposing a specialization that will focus only on economics, which will strengthen that content in the specialization.

IMPACT AND RECOMMENDATION

BHSU requests authorization to offer the specialization on campus. BHSU is not requesting additional state resources to offer the program. No new courses will be required.

Board office staff recommends approval of the program.

ATTACHMENTS

Attachment I – New Specialization Request Form: BHSU – Economics

****

DRAFT MOTION 20210623_5-D:

I move to authorize BHSU to offer a specialization in Economics within the BS in Business Administration, as presented.

SOUTH DAKOTA BOARD OF REGENTS
ACADEMIC AFFAIRS FORMS

New Specialization

Use this form to propose a new specialization within an existing degree program. Specializations provide students with an alternative to the primary format of the major or it may be one of several tracks within a broad major. Specializations contain courses within the discipline(s) of the existing program. Specializations appear in the institutional catalog and on the transcript. Majors that offer specializations typically have one-third to two-thirds of the credits in common with the remaining course work fulfilling the requirements of the specialization(s) offered. The Board of Regents, Executive Director, and/or their designees may request additional information about the proposal. After the university President approves the proposal, submit a signed copy to the Executive Director through the system Chief Academic Officer. Only post the New Specialization Form to the university website for review by other universities after approval by the Executive Director and Chief Academic Officer.

UNIVERSITY:	BHSU
TITLE OF PROPOSED SPECIALIZATION:	Business Administration- Specialization in Economics
NAME OF DEGREE PROGRAM IN WHICH SPECIALIZATION IS OFFERED:	Business Administration
INTENDED DATE OF IMPLEMENTATION:	7/1/2021
PROPOSED CIP CODE:	52.02.01
UNIVERSITY DEPARTMENT:	School of Business
BANNER DEPARTMENT CODE:	BSCB
UNIVERSITY DIVISION:	College of Business and Natural Sciences
BANNER DIVISION CODE:	6B

☒ **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.

signature	4.28.2021
Institutional Approval Signature	Date
President or Chief Academic Officer of the University	

Note: In the responses below, references to external sources, including data sources, should be documented with a footnote (including web addresses where applicable).

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

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? Please include a brief (1-2 sentence) description of the academic field in this specialization.**

BHSU currently has a specialization in economics and finance. However, partly based on the recommendation from our accrediting body (AACSB), the School of Business removed several required classes from the business core. As a result, there is no longer sufficient coverage of both economics and finance to justify combining them in one specialization. As such, the School voted to change the specialization to focus just on economics (hence the proposed "new" specialization). This will strengthen the economics content of the specialization by increasing the credits required in that discipline. As a side note, the faculty is analyzing options to create a finance degree that will have more discipline-specific coverage as well, such as a minor in finance.

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.*

Job market opportunities and student benefit can be assessed by looking at average pay of graduates based on undergraduate degree. A comprehensive analysis is provided by Georgetown University[1] which indicates economics is one of the highest paying degrees in the U.S. Numerous other studies come to the same conclusion, including a large survey that found economics was the 32nd highest paid major out of 336 degree titles (21 of the 31 higher paying titles included the term "engineering" in the degree name).[2]

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

Prefix	Number	Course Title *(add or delete rows as needed)*	Credit Hours	New (yes, no)
ACCT	210	Principles of Accounting I	3	No
ACCT	211	Principles of Accounting II	3	No
BADM	220	Business Statistics I	3	No
BADM	344	Managerial Communications	3	No
ECON	201	Principles of Microeconomics	3	No
ECON	202	Principles of Macroeconomics	3	No
MIS	205	Advanced Computer Applications	3	No
BADM	320	Quantitative Decision Analysis	3	No
BADM	310	Business Finance	3	No
BADM	321	Business Statistics II	3	No
BADM	350	Legal Environment of Business	3	No

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[1] https://cew.georgetown.edu/cew-reports/valueofcollegemajors/
[2] https://www.timeshighereducation.com/cn/student/news/college-degrees-highest-salary-potential

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

BADM	369	Organizational Behavior and Theory	3	No
BADM	370	Marketing	3	No
BADM	425	Productions/Operations Management	3	No
BADM	482	Business Policy and Strategy	3	No
MIS	325	Management Information Systems	3	No
BADM/ECON/ ACCT/ MIS/ THM/ HRM	300-400	Upper Level Business Elective	3	No
ECON	304	Managerial Economics	3	No
ECON	311	Intermediate Microeconomic Theory	3	No
ECON	330	Money and Banking	3	No
ECON	410	Economic Growth and Development	3	No
ECON	433	Public Finance	3	No
ECON	482	Labor Economics	3	No

Total number of hours required for completion of specialization	18
Total number of hours required for completion of major	69
Total number of hours required for completion of degree	120

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

	Yes/No	*Intended Start Date*	
On campus	Yes	**Fall**	**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* Delivery methods are defined in *AAC Guideline 5.5*.	*Intended Start Date*
Distance Delivery (online/other distance delivery methods)	No		Choose an item. Choose an item.

B. Complete the following chart to indicate if the university seeks authorization to deliver more than 50% but less than 100% of the 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		Choose an item. Choose an item.

6. **Additional Information:** *Additional information is optional. Use this space to provide pertinent information not requested above. Limit the number and length of additional attachments. Identify all attachments with capital letters. Letters of support are not necessary and are rarely included with Board materials. The University may include responses to questions from the Board or the Executive Director as appendices to the original proposal where applicable. Delete this item if not used.*

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

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SUBJECT
> **Site Termination Requests – SDSU**

CONTROLLING STATUTE, RULE, OR POLICY
> AAC Guideline 2.15 – Site Termination

BACKGROUND / DISCUSSION
> South Dakota State University has submitted a request asking that the following program site be terminated (see Attachment I).

> - Degree Program: Engineering Technology (AS) (Site Termination)
>   Proposed Site to Terminate: Community College for Sioux Falls (CCSF)
>   *Justification: Demand for the AS in Engineering Technology program has not been as robust as expected, particularly at the CCSF site. It is not cost-effective to offer classes at both the main campus and CCSF.*

IMPACT AND RECOMMENDATION
> SDSU does not expect any cost savings associated with their requests.

> Board staff recommend approval.

ATTACHMENTS
> Attachment I – SDSU Site Termination Requests

****

DRAFT MOTION 20210623_5-E:
> I move to approve SDSU's requests to terminate the CCSF delivery site for their AS in Engineering Technology, as presented.

SOUTH DAKOTA BOARD OF REGENTS
ACADEMIC AFFAIRS FORMS

Termination of a Site

UNIVERSITY:	**SDSU**
DEGREE(S) AND PROGRAM:	**Engineering Technology (A.S.)**
SITE PROPOSED FOR TERMINATION[1]	**Community College for Sioux Falls**
CIP CODE:	**15.0000**
UNIVERSITY DEPARTMENT:	**Construction and Operations Management**
BANNER DEPARTMENT CODE:	**SCOM**
UNIVERSITY DIVISION:	**Engineering**
BANNER DIVISION CODE:	**3E**

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.

_____   5/6/2021
President of the University   Date

1. **Program Degree Level:**
   Associate ☒   Bachelor's ☐   Master's ☐   Doctoral ☐

2. **Category:**
   Certificate ☐   Specialization ☐   Minor ☐   Major ☒

3. **Provide a justification for terminating delivery at the site:**
   Demand for the AS in Engineering Technology program has not been as robust as expected, particularly at the CCSF site. It is not cost-effective to offer classes at both the main campus and CCSF. The program will continue on the Brookings campus, and some courses may be offered online, depending on availability of faculty resources.

4. **If there are current students in the program, what are the implications of terminating the site and what is the plan for completion by the students?**
   The CCSF site currently has zero students enrolled in the Engineering Technology program. SDSU currently has three students enrolled at the main campus, and efforts will be made to build on-campus enrollment.

5. **What is the last date (day/month/year) by which a student can graduate in the program?**
   N/A

6. **What is the proposed date (day/month/year) terminated status takes effect (the proposed date for terminated status is also the last date a student may enroll in or declare the program)?**
   Spring 2021 for the CCSF site only.

---

[1] If this is an off-campus site, please include the physical address of the site as a well as a description or name of the location.

7. **What are the potential cost savings of terminating the program site and what are the planned uses of the savings?**
   The cost to deliver the AS program in Sioux Falls at CCSF had been budgeted at $131K for a two-year period. An additional faculty member would have been needed to cover the CCSF site course deliveries. Funding source had not been identified. With termination of the program site, no additional costs will be incurred, and no cost savings will be realized.

8. **What are the resulting employee terminations and other possible implications including impact on other programs?**
   None

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

****

SUBJECT
Inactive Status and Program Termination Requests – BHSU & USD

CONTROLLING STATUTE, RULE, OR POLICY
AAC Guideline 2.12 – Programs on Inactive Status
AAC Guideline 2.13 – Program Termination

BACKGROUND / DISCUSSION
Black Hills State University has submitted a request asking that the following program be terminated (see Attachment I).

- Degree Program: Business Administration – Specialization in Economics and Finance (Terminate)
  Justification: The specialization is being replaced with a new specialization in Economics. The BHSU School of Business faculty intend to develop a new Minor in Finance. Students currently enrolled in the specialization will continue to have access to required classes to complete their degree.

The University of South Dakota has submitted requests asking that the following programs be terminated (see Attachment II).

- Degree Program: French Teaching Minor (Terminate)
  Justification: With the termination of the French major at USD, the courses associated with the French Teaching Minor are no longer offered and there would be no need to continue to offer the teaching minor.

- Degree Program: Latin American Studies Minor (Terminate)
  Justification: There are no students in the program currently and we have not had any students successfully complete the minor since its inception. There are not enough faculty with the correct specializations to make the program viable.

(Continued)
****

DRAFT MOTION 20210623_5-F:
I move to approve BHSU and USD's requests to terminate the Business Administration – Specialization in Economics and Finance (BHSU), French Teaching Minor (USD), Latin American Studies Minor (USD), and Linguistics Minor (USD), as presented in Attachments I and II

- Degree Program: Linguistics Minor (Terminate)
  Justification: There are no students in the program currently and few if any at any point. There are not enough faculty with the correct specializations to make the program viable.

IMPACT AND RECOMMENDATION
   Board staff recommends approval.

ATTACHMENTS
   Attachment I – BHSU Program Termination Requests
   Attachment II – USD Program Termination Requests

SOUTH DAKOTA BOARD OF REGENTS
ACADEMIC AFFAIRS FORMS

Program Termination or
Placement on Inactive Status

Use this form to request termination or inactive status for an existing program (graduate program, undergraduate major or minor, certificate, or specialization). The Board of Regents, Executive Director, and/or their designees may request additional information about the proposal. After the university President approves the proposal, submit a signed copy to the Executive Director through the system Chief Academic Officer. Only post the form to the university website for review by other universities after approval by the Executive Director and Chief Academic Officer.

UNIVERSITY:	BHSU
DEGREE(S) AND PROGRAM:	Business Administration – Specialization in Economics and Finance
CIP CODE:	52.02.01
UNIVERSITY DEPARTMENT:	School of Business
BANNER DEPARTMENT CODE:	BSCB
UNIVERSITY DIVISION:	College of Business and Natural Sciences
BANNER DIVISION CODE:	6B

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.

_____   5/4/2021
President of the University   Click here to enter a date.
                                                 Date

1. **Program Degree Level** (*place an "X" in the appropriate box*):

   Associate ☐   Bachelor's ☒   Master's ☐   Doctoral ☐

2. **Category** (*place an "X" in the appropriate box*):[1]

   Certificate ☐   Specialization ☒   Minor ☐   Major ☐

3. **The program action proposed is** (*place an "X" in the appropriate box*):[2]

   Inactive Status ☐   Termination ☒
   See question 4   *See questions 5 and 6*

---

[1] Note: Certificates, specializations, and minors may only be terminated and not placed on inactive status due to limitations in the student information system.

[2] Note: An inactive program is a program a university has authority to offer, but the program is not admitting new students and has not formally terminated. A presumption exists that inactive status is a temporary status; universities review inactive programs periodically to determine the feasibility of reactivating or terminating the program. Programs can remain inactive for five (5) consecutive years at which time a university must terminate the program. A terminated program is a program for which a university ceases to have authority to offer. Reinstatement of a terminated program requires university and BOR approval through the prescribed new program approval processes.

Program Forms, Program Termination or Placement or Inactive Status (last revised 09/2020)

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:**

This specialization is being replaced with a new specialization in Economics. The BHSU School of Business faculty intend to develop a new minor in Finance.

   B. **What is the plan for completion of the program by current students?**

Students currently enrolled in the Economics/Finance specialization will continue to have access to the required classes to complete their degree, thus they will not be negatively impacted.

   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)?**

06/01/2021

   D. **What is the last date (day/month/year) in which a student may enroll in the program (program status in the database changes to *Phase Out*)?**

06/01/2021

   E. **What is the last term or date (day/month/year) by which a student can graduate from the program?**

5/15/2026

F. What are the potential cost savings of terminating the program and what are the planned uses of the savings?

Cost savings are not anticipated as a result of terminating this specialization.

G. What are the resulting employee terminations and other possible implications including impact on other programs?

None. The full-time Finance faculty member will continue to teach Finance classes during the phase out period, required Finance courses in the Business core, and courses in a new minor in Finance and/or specialization in Asset Management.

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:	**French Teaching Minor**
CIP CODE:	**16.0901**
UNIVERSITY DEPARTMENT:	**Teacher Residency and Education**
BANNER DEPARTMENT CODE:	**UCIN**
UNIVERSITY DIVISION:	**School of Education**
BANNER DIVISION CODE:	**2E**

University Approval

To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

	5/7/2021
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*):[1]**
   Certificate ☐   Specialization ☐   Minor ☒   Major ☐

3. **The program action proposed is (*place an "X" in the appropriate box*):[2]**
   Inactive Status ☐   Termination ☒
   See question 4   *See questions 5 and 6*

6. **TERMINATION WITHOUT ENROLLED STUDENTS**

   a. **Provide a justification for terminating the program:**
   With the termination of the French major at USD, the courses associated with the French Teaching Minor are no longer offered and there would be no need to continue to offer the teaching minor.

   b. **What is the proposed date (day/month/year) for the program to terminate (program status in the database changes to *Deleted*)?**
   Termination is proposed for Fall 2021.

   c. **What are the potential cost savings of terminating the program and what are the planned uses of the savings?**

   There are no cost savings associated with this termination for the School of Education. All of the classes in the minor were taught through the College of Arts and Sciences.

   d. **What are the resulting employee terminations and other possible implications including impact on other programs?**
   There are no implications for the School of Education. Since A&S has already terminated the French major, any impacts have already been absorbed by them.

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[1] Note: Certificates, specializations, and minors may only be terminated and not placed on inactive status due to limitations in the student information system.
[2] Note: An inactive program is a program a university has authority to offer, but the program is not admitting new students and has not formally terminated. A presumption exists that inactive status is a temporary status; universities review inactive programs periodically to determine the feasibility of reactivating or terminating the program. Programs can remain inactive for five (5) consecutive years at which time a university must terminate the program. A terminated program is a program for which a university ceases to have authority to offer. Reinstatement of a terminated program requires university and BOR approval through the prescribed new program approval processes.

SOUTH DAKOTA BOARD OF REGENTS
ACADEMIC AFFAIRS FORMS
Program Termination or
Placement on Inactive Status

UNIVERSITY:	USD
DEGREE(S) AND PROGRAM:	Latin American Studies Minor
CIP CODE:	05.0107
UNIVERSITY DEPARTMENT:	Modern Languages and Linguistics
BANNER DEPARTMENT CODE:	UMLL
UNIVERSITY DIVISION:	College of Arts & Sciences
BANNER DIVISION CODE:	2A

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.

_____   5/7/2021
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*):[1]
   Certificate ☐   Specialization ☐   Minor ☒   Major ☐

3. **The program action proposed is** (*place an "X" in the appropriate box*):
   Inactive Status ☐   Termination ☒
   See question 4   *See questions 5 and 6*

6. **TERMINATION WITHOUT ENROLLED STUDENTS**

   a. **Provide a justification for terminating the program:**
   There are no students in the program currently and we have not had any students successfully complete the minor since its inception. There are not enough faculty with the correct specializations to make the program viable.

   b. **What is the proposed date (day/month/year) for the program to terminate (program status in the database changes to *Deleted*)?**
   Termination is proposed for 5/1/2021.

   c. **What are the potential cost savings of terminating the program and what are the planned uses of the savings?**

   There are no cost savings associated with this termination for the College of Arts & Sciences (A&S). Courses are taught as part of existing majors. Majority of the courses in the minor are taught through the College of Arts & Sciences for other majors such as Spanish, B.A., Political Science, B.A./B.S., and International Studies, B.A. They will continue to be taught to support these programs.

   d. **What are the resulting employee terminations and other possible implications including impact on other programs?**
   There are no implications for the College of Arts & Sciences. Courses are already taught to support A&S majors.

---

[1] Note: Certificates, specializations, and minors may only be terminated and not placed on inactive status due to limitations in the student information system.

SOUTH DAKOTA BOARD OF REGENTS
ACADEMIC AFFAIRS FORMS
Program Termination or
Placement on Inactive Status

UNIVERSITY:	USD
DEGREE(S) AND PROGRAM:	Linguistics Minor
CIP CODE:	16.0102
UNIVERSITY DEPARTMENT:	Modern Languages and Linguistics
BANNER DEPARTMENT CODE:	UMLL
UNIVERSITY DIVISION:	College of Arts & Sciences
BANNER DIVISION CODE:	2A

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.

_____   5/7/2021
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*):[1]**
   Certificate ☐   Specialization ☐   Minor ☒   Major ☐

3. **The program action proposed is (*place an "X" in the appropriate box*):**
   Inactive Status ☐   Termination ☒
   See question 4   *See questions 5 and 6*

6. **TERMINATION WITHOUT ENROLLED STUDENTS**

a. **Provide a justification for terminating the program:**
   There are no students in the program currently and few if any at any point. There are not enough faculty with the correct specializations to make the program viable.

b. **What is the proposed date (day/month/year) for the program to terminate (program status in the database changes to *Deleted*)?**
   Termination is proposed for 5/1/2021.

c. **What are the potential cost savings of terminating the program and what are the planned uses of the savings?**
   There are no cost savings associated with this termination for the College of Arts & Sciences (A&S). Majority of the courses in the minor are taught through the College of Arts & Sciences for other majors such as English, B.A., Secondary Education, B.S.Ed. with English specialization, and dual-list LING courses support English, M.A. They will continue to be taught to support these programs.

d. **What are the resulting employee terminations and other possible implications including impact on other programs?**
   There are no implications for the College of Arts & Sciences. Courses are already taught to support A&S majors.

---

[1] Note: Certificates, specializations, and minors may only be terminated and not placed on inactive status due to limitations in the student information system.

Program Forms, Program Termination or Placement or Inactive Status (last revised 09/2020)

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – G
DATE: June 23-24, 2021

****

SUBJECT
　　　Naming Requests – NSU & SDSU – Department Name Changes

CONTROLLING STATUTE, RULE, OR POLICY
　　　BOR Policy 2:14 – Campus Organization Structure

BACKGROUND / DISCUSSION
　　　Northern State University requests rename their Department of Health & Physical Education to the Department of Sports Sciences. The proposed name is more accurate representation of the programs offered within the department.

　　　South Dakota State University also requests rename their Department of English to the Department of English and Interdisciplinary Studies. The proposal is aligned with the college's efforts to re-brand its program and increase operating efficiencies.

IMPACT AND RECOMMENDATIONS
　　　Board staff recommends approval.

ATTACHMENTS
　　　Attachment I – NSU Department Name Change Request
　　　Attachment II – SDSU Department Name Change Request

****

DRAFT MOTION 20210623_5-G:
　　　I move to approve NSU's request to rename their Department of Health & Physical Education to the Department of Sports Sciences; and SDSU's request to rename their Department of English to the Department of English and Interdisciplinary Studies.

N

NORTHERN
STATE UNIVERSITY

Dear Provost Michael Wanous and Dean Doug Ohmer:

The Department of Health & Physical Education faculty proposes to change the department name to Department of Sports Sciences. The name change better reflects the programs represented in our department (i.e., Sport Marketing & Administration, Human Performance, and Physical Education).

Thank you,

Chelsee Shortt

Chelsee Shortt, Ph.D.

Chair, Department of Health & Physical Education

Northern State University
1200 S. Jay St. | Aberdeen, SD 57401
northern.edu

College of Professional Studies
Millicent Atkins School of Education
605-626-2415 | education@northern.edu

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SOUTH DAKOTA STATE UNIVERSITY

Office of Academic Affairs

April 26, 2021

TO: Dr. Barry H. Dunn, President

FROM: Dr. Dennis D. Hedge, Provost and Vice President for Academic Affairs

RE: Department of English and Interdisciplinary Studies

I have received a request from Dr. Lynn Sargeant, Dean of the College of Arts, Humanities and Social Sciences, to change the name of the current Department of English to the Department of English and Interdisciplinary Studies. This proposal is aligned with the college's efforts to re-brand its programs and increase operating efficiencies. The resulting merger will integrate one academic degree program with no staff (Interdisciplinary Studies) with another fully staffed academic unit (English). Discussions of this merger began several months ago and accelerated following recent Institutional Program Reviews.

As the proposed Department of English and Interdisciplinary Studies does not require any additional resources and should result in added efficiencies, I am supportive of this request. If you approve, I suggest that we forward this to the SD Board of Regents for approval at their next meeting, with the name change being effective July 1, 2021.

Please let me know if you need additional information.

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

<div align="right">

AGENDA ITEM: 5 – H
DATE: June 23-24, 2021

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SUBJECT
   Exclusion Resolution (Special Resolution No. 04-2021)

CONTROLLING STATUTE, RULE, OR POLICY
   SD Constitution Art. XIV § 3. Governance of state educational institutions
   SDCL § 13-49-1. Control of educational institutions vested in board
   SDCL § 13-49-19. Customary management powers conferred on board
   SDCL § 13-59-2.2. Dakota State University at Madison—Purposes—Degree Programs

BACKGROUND / DISCUSSION
   As part of Dakota State University's continued work with the federal government, which
   work includes access to classified information, the federal government requires that five
   regents undergo security clearance to have access to classified information. Four regents
   will not undergo security clearance and will be excluded from having access to classified
   information.

   A history of Exclusion Resolutions is listed below. Each resolution supersedes the
   resolution prior to it.

   - August 2017 Board Meeting (Item 5-L) - Special Resolution No. 44-2017
   - March 9, 2018 Special Board Meeting (Item 3) - Special Resolution No. 01-2018
   - June 2018 Board Meeting (Item 7-H) - Special Resolution No. 13-2018
   - August 30, 2018 Special Board Meeting (Item 2) – Special Resolution No. 15-2018
   - April 3, 2019 Board Meeting (Item 5-F) – Special Resolution No. 01-2019

   Per DSU's request, this exclusion resolution (Special Resolution No. 04-2021) names
   Lucas Lund as the Student Regent and will supersede Special Resolution 01-2019. The
   Exclusion Resolution included as Attachment I is required by the federal government.

IMPACT AND RECOMMENDATIONS
   As a result of this item, the following five Regents will undergo (or have undergone)
   security clearance: Roberts, Wink, Stork, Venhuizen and Rave. The Board staff
   recommendation is to approve this item.

ATTACHMENTS
   Attachment I – Exclusion Resolution (Special Resolution No. 04-2021)

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DRAFT MOTION 20210623_5-H:
   I move to approve the Exclusion Resolution (Special Resolution No. 04-2021) included as
   Attachment I, which supersedes Special Resolution No. 01-2019.

C.4 Exclusion Resolution for Certain Directors, Officers, and LLC Member (if Person)

I, *John W. Bastian*, do hereby certify that I am *President of the Board of Regents* of *Dakota State University,* organized and existing under the laws of the State of *South Dakota*, and that the following is a true and correct copy of a resolution adopted by the Board of Directors, management board, or a similar type of executive body of the said *Board of Regents* at a meeting held in *Madison, SD* on *June 23, 2021* at which time a quorum was present.

WHEREAS, current Department of Defense Regulations contain a provision making it mandatory that the Chairman of the Board, Senior Management Official and Facility Security Officer meet the requirements for eligibility for access to classified information established for a contractor facility security clearance; and

WHEREAS, said Department of Defense Regulations permit the exclusion from the personnel of the requirements for access to classified information of certain members of the Board of Directors and other officers, provided that this action is recorded in the corporate minutes.

NOW THEREFORE BE IT DECLARED that the Chairman of the Board, Senior Management Official and Facility Security Officer at the present time do possess, or will be processed for, the required eligibility for access to classified information; and

BE IT RESOLVED that in the future, when any individual enters upon any duties as Chairman of the Board, Senior Management Official and Facility Security Officer, such individual shall immediately make application for the required eligibility for access to classified information; and

BE IT RESOLVED AND DIRECTED that the following members of the Board of Regents and other officers or members shall not require, shall not have, and can be effectively and formally excluded from access to all CLASSIFIED information disclosed to the Board and shall not affect adversely Board policies or practices in the performance of classified contracts for the Department of Defense or the Government contracting activities (User Agencies of the National Industrial Security Program):

NAME	TITLE
John Bastian	Member of the Board of Regents
Jeff Partridge	Member of the Board of Regents
James Thares	Member of the Board of Regents
Student Regent (Brock Brown)	Member of the Board of Regents

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the South Dakota Board of Regents this _____ day of June, 2021.

_____
Signature

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

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SUBJECT
   Maintenance & Repair (M&R) Projects

CONTROLLING STATUTE, RULE, OR POLICY
   BOR Policy 6:6 – Maintenance and Repair

BACKGROUND / DISCUSSION
   According to BOR Policy 6:6 – Maintenance and Repair, projects not on an approved list estimated to cost more than $250,000 must be submitted for Board approval. Any changes over $250,000, other than funding realignments and transfers to approved projects, must be submitted for BOR approval. Below is the list of projects submitted by the Regental institutions.

   South Dakota State University requests approval of the following items:
   Ag Engineering Hall - Move Psychology and Sociology & Rural Studies from Hansen Hall to Agricultural Engineering Hall: SDSU requests approval to use $290,000 in local funds to refurbish the Agricultural Engineering Hall and move Psychology and Sociology & Rural Studies from Hansen Hall to the Agricultural Engineering Hall. This project would include removal and replacement of floor tile, including abatement of asbestos floor tile; minor wall framing, patching, painting; and office furnishings. SDSU requests this project be delegated to the campus.

IMPACT AND RECOMMENDATIONS
   Staff recommends approval of this project.

ATTACHMENTS
   None

****
DRAFT MOTION 20210623_5-I:
   I move to approve the requested maintenance and repair projects as described in this item.

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 5 – J
DATE: June 23-24, 2021

****

SUBJECT
NSU Naming Request – Dacotah Bank Stadium

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 1:27 – Naming of Institutional Facilities, Programmatic Units or Funded Academic Honors

BACKGROUND / DISCUSSION
Northern State University (NSU) requests authorization to name NSU's new football stadium the "Dacotah Bank Stadium". The new stadium, which is located on the southeast corner of campus, is currently under construction and slated for completion in August 2021.

Dacotah Bank, a long-time partner of Northern State University and the Aberdeen community, provided the lead gift to support the construction of the stadium in the Regional Sports Complex. This was part of NSU's Educational Impact Campaign. The naming of the stadium as Dacotah Bank Stadium recognizes the organization for their multi-year gift and support of Northern State University.

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:
    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

(Continued)

****

DRAFT MOTION 20210623_5-J:
I move to approve the request from Northern State University to name the new football stadium the "Dacotah Bank Stadium".

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 RECOMMENDATION

The naming request from NSU 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*

SOUTH DAKOTA BOARD OF REGENTS
PUBLIC UNIVERSITIES & SPECIAL SCHOOLS

YOUR FUTURE IS HERE!

Please send this completed form to BORSEC@sdbor.edu .

Date Request Submitted: 5-21-2021

Name of Institution: Northern State University

Current Name: currently under construction

Proposed Name: Dacotah Bank Stadium

Effective Date and Duration of Proposed Name: August, 2021 - March 31, 2046

Location on Campus: Southeast corner of campus

Purpose of Facility, Space, or Program to be Named: Football Stadium

If the naming request is the result of a gift, is the institution currently in possession of the gift? : Multi-year gift

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.)

Name was referenced in the original presentation to the Board for permission to proceed with the Educational Impact Campaign to build 3 projects with one campaign

Rationale for Proposed Name (Include in the space below, or attach documentation):

Dacotah Bank provided the significant lead gift to support the construction of an on-campus football stadium in the Regional Sports Complex which is part of the Educational Impact Campaign. The stadium is slated for completion in August, 2021. Dacotah Bank has long been a significant partner of Northern State University and an anchor of Aberdeen community and the northeast region. The naming of this new Stadium is a perfect way to properly recognize Dacotah Bank for their tremendous support.

1

Authorization for Use of Name

I, the undersigned, authorize the use of my name for the proposed naming request specified above.

_____   May 20, 2021

Signature   Date

Robert J. Fouberg
President and Chief Executive Officer
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 unity 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.

Veronica Paulson   _5/21/2021_
President/Superintendent Signature   Date

2

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 5 – K
DATE: June 23-24, 2021

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SUBJECT
NSU Naming Request – Koehler Hall of Fame Field

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 1:27 – Naming of Institutional Facilities, Programmatic Units or Funded Academic Honors

BACKGROUND / DISCUSSION
Northern State University (NSU) requests authorization to name NSU's new softball facility the "Koehler Hall of Fame Field". The new softball facility, which is located on the southeast corner of campus, was constructed as part of the Regional Sports Complex.

James P. Koehler has been a long-standing benefactor of NSU. He contributed a substantial gift to the NSU Foundation in support of the Educational Impact Campaign, which the Regional Sports Complex is part of. Naming the softball complex as Koehler Hall of Fame Field will recognize Mr. Kohler's gift and many years of significant support and services to NSU.

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:
   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

(Continued)

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DRAFT MOTION 20210623_5-K:
I move to approve the request from Northern State University to name the new softball complex the "Koehler Hall of Fame Field".

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 RECOMMENDATION

The naming request from NSU 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

SOUTH DAKOTA BOARD OF REGENTS
PUBLIC UNIVERSITIES & SPECIAL SCHOOLS

YOUR FUTURE IS HERE.

Please send this completed form to BORSEC@sdbor.edu .

Date Request Submitted: 5-21-2021

Name of Institution: Northern State University

Current Name: currently under construction

Proposed Name: Koehler Hall of Fame Field

Effective Date and Duration of Proposed Name: August, 2021 and in perpetuity

Location on Campus: Southeast corner of campus

Purpose of Facility, Space, or Program to be Named: Softball facility included in the Regional Sports Complex

If the naming request is the result of a gift, is the institution currently in possession of the gift? : Yes

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.)

Rationale for Proposed Name (Include in the space below, or attach documentation):

Mr. James P. Koehler has been a long-standing benefactor of Northern State University and has contributed a substantial gift to the Northern State University Foundation in support of the Educational Impact Campaign. In recognition of Mr. Koehler's gift and his many years of significant support & service of Northern State University, we are requesting to name the new softball complex: Koehler Hall of Fame Field.

1

Authorization for Use of Name

I, the undersigned, authorize the use of my name for the proposed naming request specified above.

_____   _____5-17-21_____
Signature   Date

_____James P Koehler_____

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 unity 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.

_____Veronica Paulson_____   _____5/21/2021_____
President/Superintendent Signature   Date

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SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

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SUBJECT
   Program Review Reports

CONTROLLING STATUTE, RULE, OR POLICY
   AAC Guideline 4.2 – Institutional Program Review Guidelines

BACKGROUND / DISCUSSION
   The system has established a process requiring periodic reviews of all programs offered. A primary purpose for these reviews is to continuously improve the quality of all educational programs. Periodic program review involves stakeholders in an analysis of past performance which is used to inform present and future directions and decision-making. The review process is integrated with strategic planning and budgeting, with regional and specialized accreditation processes, and with student-learning outcome assessment. The system's processes require each campus to maintain a schedule that indicates the time frame for the review of every program offered.

   For each review, representatives of the program completed a self-study driven either by the system's guidelines or by those of an external accrediting body, if applicable. An external review was engaged to evaluate the program using both the self-study and interviews of constituents. In each case the reviewer prepares a report of findings and the campus then prepares a response.

IMPACT AND RECOMMENDATION
   For each program reviewed, the report (and any additional documentation as applicable) is linked below. These are also available on AAC's Institutional Program Reports webpage.

   - DSU – Health Information Technology (AS)
   - DSU – Health Information Administration (BS)
   - DSU – Health Informatics and Information Management (MS)
   - NSU – Educational Studies (MSEd)
   - SDSU – General Studies (AA, BGS) & Interdisciplinary Studies (BA/BS)
   - SDSU – English B.A.s and M.A.s; English and Professional Writing Minors; Composition Program

(Continued)

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INFORMATIONAL ITEM

- SDSU – Human Development and Family Studies
- SDSU – Interior Design
- SDSU – Landscape Architecture
- SDSU – Theatre
- USD – Law (Knudson School of Law)
- USD – Master of Public Administration
- USD – All School of Education Programs

ATTACHMENTS
None

SOUTH DAKOTA BOARD OF REGENTS

Informational Items
Consent

AGENDA ITEM: 5 – M
DATE: June 23-24, 2021

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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)

Black Hills State University

Campus-Wide – Solar Pedestrian Walkway Lights: BHSU requests approval to spend $79,368.75 of HEFF funds to install 17 solar pedestrian walkway lights. Each light will be a 260W solar module on a top pole assembly system. The base of the light pole will be mounted with breakaway bolts. The lights will be spaced and positioned along the walkway to improve safety and security lighting. The project will be bid per state of SD Procurement regulations, to include turnkey installation.

South Dakota State University

Animal Science Complex – Transformer Replacement: SDSU requests approval to replace the pad mounted transformer, remove the exterior high voltage switchgear, and remove conductors feeding the Animal Science Complex and Animal Science Arena transformers. This is a revised work request to add an additional $31,149.08 in HEFF funds and $158,044.53 in general funds to the originally requested $140,000 of HEFF funds. This project will also include new underground electrical ducts, conductors, switchgear, and emergency generator life. The existing equipment dates from original building construction in the 1960's and is serving well beyond its expected life. Replacement transformer fuses, disconnects, and other parts for repair are almost non-existent. Public bids were higher than estimated and a generator rental is required to complete the project. This project will be designed by an electrical engineering consultant and will be completed as a design, bid, build project. It will be publicly bid and constructed by the lowest responsible electrical contractor. The project will need to be designed and constructed with minimal power interruptions. SDSU requests delegation of the project to the University as they have capabilities on their professional staff to manage and coordinate the design and construction of the project.

Pugsley Continuing Education Center – Christie Ballroom Renovations: SDSU requests approval to renovate the former Christie Ballroom in the Pugsley Center into temporary office space using $185,000 of reinvested tuition funds. This temporary office space will be used by University Extension Services while Berg Hall is being renovated. This project will include wall finishes, flooring, ceiling finishes, doors, HVAC improvements, power, lighting, and data. The project will reuse existing furniture and office systems to accommodate faculty and staff. SDSU requests delegation of this project to the university.

New Prefix Approvals

University of South Dakota

- CRNA: Certified Registered Nurse Anesthetists

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

Contracts Requiring Action by the Executive Director

All academic agreements approved by the System Associate Vice President for Academic Affairs can be found on the Miscellaneous Academic Agreements and Contracts webpage at the following link:

https://www.sdbor.edu/administrative-offices/academics/aac/Academic-Agreements-Contracts/Pages/Miscellaneous.aspx

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

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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)
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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 – June 2021 Capital Projects List

South Dakota Board of Regents Capital Improvement Projects - June 2021

Facility Name	Ten-Year Plan	Legislative Action / YR	Fund Type	Legislative / Approved Amount	Most Recent Board Action	Current Project Status	Projected Completion Date	Building Committee Rep.
ACADEMIC FACILITIES								
Black Hills State University								
E. Y. Berry Library Renovation	FY12 10 Yr Plan	HB1051-2012 HB1045-2020 SB43-2020	FY22 HEFF Bonds Other M&R Bonding	$3,000,000 $3,972,345 $2,400,000 $9,372,345	Oct-20 Design Plan	Construction	2022	Bastian
Lyle Hare Stadium Renovation					Jun-16 Facility Stmt	Planning	2024	Bastian
Dakota State University								
Event Center					Dec-16 Facility Stmt	Planning		Rave
Madison Cyber labs (MadLabs)		HB1057-2018	Private	$18,000,596	Oct-17 Design Plan	Completed	March-2020	Rave
Northern State University								
Regional Sports Complex		HB1037-2019	Private	$33,000,000	Jun-19 Design Plan	Construction	2021	Thares
South Dakota School of Mines and Technology								
Mineral Industries Building		SB156-2021	Private Local State	$12,000,000 $3,000,000 $19,000,000 $34,000,000	Mar-21 Program Plan	CM Selection Design		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 HEFF M&R Auxiliary Revenues Private	$4,000,000 $1,000,000 $500,000 $100,000 $1,000,000 $6,600,000	Dec-20 Facility Design	Construction		Bastian
Stadium Renovation			HEFF Funds Local Private		Dec-19 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	Roberts
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	Rave
Berg Ag Hall Renovate 1st & 2nd floors - Phase 2			Donations HEFF M&R	$1,000,000 $7,194,384 $8,194,384	May-21 Design Plan (Revised)	Design	2023	Roberts
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

South Dakota Board of Regents Capital Improvement Projects - June 2021

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.
Dairy Unit - Dairy Research and Training Facilities		HB 1153- 2021	Private General Funds	$7,500,000 $7,500,000 $15,000,000	Apr-20 Facility Stmt	Design	2023	Stork
Lincoln Hall - Renovation			Private HEFF M&R 2021 HEFF Bonds	$4,250,000 $2,993,765 $10,000,000 $17,243,765	Dec-20 Program Plan	Design	2023	Bastian
Outdoor Sports Support Facility		SB 51-2018	Business and Athletic Income	$600,000	Dec-17 Program Plan	Planning	2022	Venuizen
Pugsley Center - Renovation			Private HEFF M&R	$12,600,000 $4,000,000 $16,600,000	Aug-17 Facility Stmt	Planning	TBD	Rave
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	Venuizen
Rodeo Grounds Practice Facility			Private	TBD	Apr-20 Facility Stmt	Planning	TBD	Stork
South Dakota Art Museum Addition and Renovation			Private		Dec-15 Facility Stmt	Planning		Venuizen
Stanley Marshall Center Addition-Phase 2 Sanford Jackrabbit Athletic Center Wrestling Addition		SB 28-2021	Private	$3,950,000	May-21 Design Plan	Design	2022	Roberts
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	Bastian
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	Rave
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	Roberts

University of South Dakota

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.
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	Stork
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	Stork
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	Oct-20 Design Plan	Construction	2022	Stork

South Dakota School for the Blind & Visually Impaired

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.
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 - June 2021

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		Partridge
Dakota State University								
New Residence Hall & Student Life Facility			Auxiliary Bonds Private	$12,000,000 $500,000 $12,500,000	Dec-19 Design Plan	Construction	2021	Roberts
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								
Pierson Hall Renovations			Rent Revenues		Apr-21 Facility Stmt	A/E Selection	2023	NA Exempted
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	TBD	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

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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 May 4, 2021, the building committee for the SDSMT Devereaux Library Renovation, represented by Regent Bastian, approved the project bid by SECO, including alternates one and four, for a total of $5,122,000.

　　On May 6, 2021, the building committee for the SDSU Sanford Jackrabbit Athletic Complex Wrestling Practice Addition, represented by Regent Roberts, approved the Facility Design Plan at an estimated project cost of $4,399,162.

　　On May 6, 2021, the building committee for the renovation of the 1st & 2nd floors of SDSU Berg Agricultural Hall, represented by Regent Roberts approved the project's Facility Design Plan at an estimated cost of $8,303,694.

　　On May 20, 2021, the building committee for the SDSMT Mineral Industries Building, represented by Joan Wink chose to enter into negotiations with the firm of Skull Construction to serve as the project's Construction Manager at Risk.

IMPACT AND RECOMMENDATIONS
　　None

ATTACHMENTS
　　None

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INFORMATIONAL ITEM

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

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SUBJECT
>   Center for the Prevention of Child Maltreatment Update

CONTROLLING STATUTE, RULE, OR POLICY
>   None

BACKGROUND / DISCUSSION
>   The Center for the Prevention of Child Maltreatment (CPCM) at the University of South Dakota (USD) coordinates the 10-year strategic plan of the Jolene's Law Task Force, including but not limited to coordinating awareness and prevention of child maltreatment and sexual abuse in the state, engaging education partners in developing training and curriculum initiatives, and conducting research on prevention and treatment. In 2014, the Legislature created the Jolene's Law Task Force and tasked it with studying the impact of child sexual abuse in South Dakota as well as presenting policy recommendations; the CPCM grew out of the of Task Force's recommendations.
>
>   The Board received updates on the CPCM at their October 2015, December 2017, June 2019, and June 2020 meetings.

IMPACT AND RECOMMENDATION
>   None
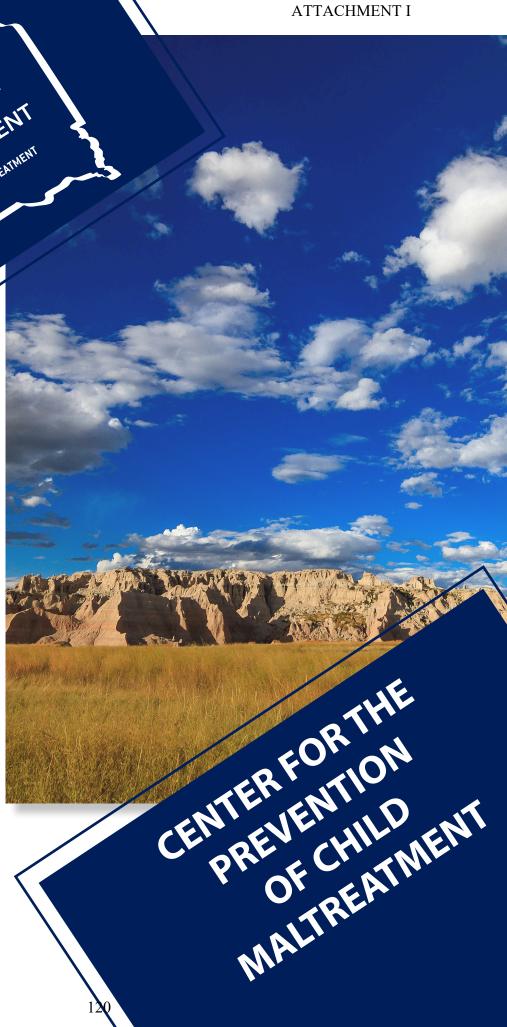
ATTACHMENTS
>   Attachment I – Center for the Prevention of Child Maltreatment 2020 Annual Report

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INFORMATIONAL ITEM

CPCM

KNOW | RESPOND | PREVENT

CENTER FOR THE PREVENTION OF CHILD MALTREATMENT

2020 ANNUAL REPORT

CENTER FOR THE PREVENTION OF CHILD MALTREATMENT

CONTENTS

The Center for the Prevention of Child Maltreatment at USD was established in 2017 to develop a sustainable solution to reduce child sexual abuse and maltreatment in South Dakota.

CPCM Mission
The mission of CPCM is to stop all maltreatment against South Dakota children in order to foster resilient families.

2020 CPCM Advisory Board

Sen. Deb Soholt
Chair, South Dakota State Senate

Dr. Haifa AbouSamra
University of South Dakota

Dr. Shana Cerny
Community Advocate

Special Agent Cameron Corey
Division of Criminal Investigation

Beth Dokken
South Dakota Department of Health

Daniele Dosch
Federal Bureau of Investigation

Sen. Helene Duhamel (Incoming member)
South Dakota State Senate

Nikki Eining
Community Advocate

Sherri Fischer
Sanford Health

Dr. Nancy Free
Child's Voice

Supervisor Special Agent Brent Gromer
SD Internet Crimes Against Children

Mary Beth Holzworth
Community Advocate

Sara Kelly
South Dakota Unified Judicial System

Wendy Kloeppner
South Dakota State's Attorney

Kathy LaPlante
Tribal Representative

Ann Larsen
South Dakota Department of Education

Angela Lisburg
Community Advocate

Jolene Loetscher
Community Advocate

Tatewin Means
Tribal Representative

Teresa Nieto
Tribal Victims' Advocate

Dr. Jay Perry
South Dakota Board of Regents

Tifanie Petro
Children's Home Society

Representative Tim Reed (Incoming chair)
South Dakota House of Representatives

Stacy Reitmeier
Avera Health

Michelle Seten
County Victims' Advocate

Sergeant Paul Stevens
South Dakota Local Law Enforcement

Ashley Termansen
Community Advocate

Dr. Jill Thorngren
South Dakota State University

Virgena Wieseler
South Dakota Department of Social Services

Krista Heeren-Graber
South Dakota Network Against
Family Violence and Sexual Assault

• Welcome incoming Advisory Board Chair
Representative Tim Reed of Brookings

KNOW
Evidence-based
best practices

RESPOND
Early Intervention
Healing

PREVENT
Create Trauma-
Informed
Communities

WELCOME by 2020 Board Chair Sen. Deb Soholt

On behalf of the Center for the Prevention of Child Maltreatment (CPCM) Advisory Board, I welcome you to the 2020 Annual Report of progress toward the mission of stopping child maltreatment in South Dakota and fostering resilient, healthy families. CPCM has now been operational for four years, and significant statewide changes are taking place to save our children. This report encapsulates the fine work being done by so many vested partners to bringing child maltreatment out of the shadows to truly heal our communities.

My involvement happened in the spring of 2013 when a constituent shared her most compelling story. The one that was impossible to walk away from. Her past included being sexually abused by her father from age 4 to 14. Using talent to overcome, she became a successful basketball player and college coach. But when the Penn State story broke, she knew the secret could no longer be kept and found healing as a courageous spokeswoman and catalyst for change. And now she wanted to know if I would get involved.

Child abuse, and especially sexual abuse is not a topic that makes you popular. When asked as a legislator what you might be working on and this particular form of child maltreatment is shared, converstaion most quickly segues in a new direction. And who can blame them?

To face that our children experience sexual activity where consent is not or cannot be given is to accept that up to 30 percent of our kids – one in four girls and one in six boys – live this nightmare. And nearly 80 percent never tell anyone. Abandoned, navigating the tortuous ground of trying to recover, or not recover, all alone.

In the past seven years South Dakotans have done much to tackle this subject. From Jolene's Law Task Force (named after one strong survivor of sexual abuse, Jolene Loetscher) to the CPCM, untold professional hours have been invested to implement a 10-year plan around the pillars of Know – Respond – Prevent. This has been a statewide, multidisciplinary effort involving everyone that cares about kids. For us to change the trajectory of child maltreatment – and we can – requires an "all hands on deck" approach in every location of this beautiful prairie we call home.

Sen. Deb Soholt server as CPCM Advisory Board chair from 2017 to 2020.

Social consciousness is something shared – when together we are aware of the difficulties and hardships within our society. Jolene's Law and the CPCM have magnified our social consciousness about child sexual abuse and all forms of maltreatment. It is now time for our heightened awareness to translate into a shared moral imperative – where we will all be compelled to act and save our children.

As a legislator, every now and then space opens up to truly make a difference. I am humbled beyond measure to have been entrusted with this incredibly meaningful work. We can never tire in our pursuit of change when it comes to child maltreatment – no matter how hard it may seem. And to all the kids and families out there who are hurting, I say to you "Hang on, help is on the way."

CPCM Staff

Susan Smith
Program Specialist

Kristi Kranz
Project Coordinator

Carrie Sanderson
Director

Partners in Action

We appreciate all partners and supporters of CPCM

The CPCM movement is made possible by the support of our partners and service agencies across the state. We will create positive change for our children and communities by continuing to work together in areas of prevention, research, and response to child maltreatment. Thank you to all who have supported the CPCM movement and worked as change agents in our great state. CPCM would like to recognize the following agencies, programs and supporters for collaborating to build a stronger South Dakota:

ACE Interface
Association of School Administrators
Avera Health
Avera St. Mary's Central SD Child
   Assessment Center
Avoid Opioid SD
Bethany Christian Services
Black Hills Special Services Cooperative
Dr. Staci Born, SDSU
Brookings County Child Protection Team
Bureau of Indian Affairs
Call to Freedom
Capital University Center
CASA
Catholic Family Services
Child Advocacy Centers of South Dakota
Children's Home Society
Children's Home Child Advocacy Center
Child's Voice of Sanford
Court Improvement Program
Dakota State University
Delta Dental of South Dakota
Divison of Criminal Investigation
Dr. Kari Oyen
Dr. Victor Veith
Early Learners SD
East River Legal Services
Endeavor 52

ENOUGH Abuse Trainers
Federal Bureau of Investigation
Helpline Center
Lutheran Social Services
MassKids, Inc.
Monument Health
Mud Mile Communications
NASW SD Chapter
Our Home, Inc.
Pathable
Pinnacle Productions
Project Aware
Sage Project Consultants
Sanford Health
SD ACEs and Resiliency Presenters
SD Association of School
   Psychologists
SD Board of Regents
SD Community Foundation
SD Department of Education
SD Department of Health
SD Department of Social Services
SD Kids Count
SD Legislature
SD Multi-Housing Authority
SD Network Against Family Violence
   and Sexual Assault
SD Reach Team

SD School of Mines and Technology
Sioux Falls Police Department
Sioux Falls Rotary - Downtown
Sioux Falls Rotary - South
Siouxland Child Protection Council
SOC Committee, Wagner
Social Justice Research Institute
Social Net Works, Brookings
South Dakota Education Association
South Dakota Public Broadcasting
South Dakota State University
Systems of Care, Rapid City
The Compass Center
The Event Company
Unified Judicial System
University of Sioux Falls
University of South Dakota
USD Center for Disabilities
USD Masters of Social Work Program
USD Pediatrics Program
USD School of Health Sciences
Volunteers of America, Dakotas
Westgate Community Church
Wiconi Wawokiya, Inc.
Yankton United Way

University Support

CPCM is housed within the USD School of Health Sciences. Many thanks to the School for continued support.

Learn More. Get Involved.

To learn more about and become involved in CPCM, visit www.sdcpcm.com or email CPCM@usd.edu

UNIVERSITY OF
SOUTH DAKOTA
SCHOOL OF HEALTH SCIENCES

CPCM
KNOW | RESPOND | PREVENT
CENTER FOR THE PREVENTION OF CHILD MALTREATMENT

5

Know. Respond. Prevent

Community Response to Child Abuse Conference

COVID causes annual conference to go virtual

The 20th Annual Community Response to Child Abuse Conference (CRCAC) was held virtually on Sept. 30 and Oct. 1.

The virtual format allowed the 675 attendees a safe venue to continue learning about child welfare and working in multidisciplinary teams.

Event collaborators included the Unified Judicial System, Child's Voice at Sanford Health and multiple partners across South Dakota.

Training and educational opportunities were provided for medical professionals, educators, school officials, dentists, law enforcement, social workers, mental health providers, youth service providers, the legal community, community members and child advocates.

D.J. Vanas

Dr. Linda Chamberlain, founder of the Alaska Family Violence Prevention Project, gave attendees a new perspective on managing stress. Author and motivational speaker D.J. Vanas detailed what a warrior is and is not in Native American culture.

Linda Chamberlain

Thank you to The Event Company and Pathable for helping to make the 2020 Community Response to Child Abuse Conference a success.

6

Trauma-Informed Resources

COVIDKidsHelp.org created

CPCM is proud to support the Helpline Center and organizations across South Dakota in providing Coronavirus COVID-19 resources for families and professionals.

CovidKidsHelp.org is designed as a catch-all resource for families and communities. You can find information on internet safety for children, how to talk to children about Covid-19, and building resilience in families in the midst of trauma.

Facebook Lives promote COVID coping strategies

CPCM partners continue to educate and share messages of compassion through weekly Facebook Live sessions. The sessions can be viewed by visiting facebook.com/SDCPCM

• Dr. Staci Born, SDSU professor, Play, do, connect: Harnessing the Power of Play to Improve Children's Mental Health

• Krista Heeren-Graber, South Dakota Network Against Family Violence and Sexual Assault, Promoting Victim's Safety during Covid-19

• Dr. Shana Cerny, Associate Professor of Occupational Therapy at USD, Keeping Your Mind and Body Healthy While at Home

• Kendra Gottsleben, USD, Empowering Youth with Disabilities during Covid-19

•Jennifer Canton and Samantha Konechne, Avera Medical Center, Caring for Yourself After a Sexual Assault

• Dr. Kelly Bass, Master of Social Work at USD, Brain Fog and How-to Tips on how to Parent Through

• Special Agent Brent Gromer, Internet Crimes Against Children Taskforce, Internet Safety for Children

• Dr. Kari Oyen, USD, How to Talk to Kids about Covid-19

• Tifanie Petro, South Dakota Children's Home Society, Learning about ACEs

Children's Home Society trainings

The ACEs and Resiliency Program and the Enough Abuse Campaign provide tools and strategies to better the impacts of trauma on children and identify ways to build resiliency.

CHILDREN'S HOME SOCIETY

Currently 140 South Dakotans are trained as ACEs presenters, said Tifanie Petro, advocacy and prevention program director for Children's Home Society of South Dakota. To date 14,000 people received ACES training. In 2020, CHS completed 110 ACES trainings that included 2,156 adults and 42 youth.

CHS conducted 52 Enough Abuse trainings for 927 adults.

Gilbertson presented with CPCM's Outstanding Service Award

**Chief Justice
David Gilbertson**

South Dakota Supreme Court Chief Justice David Gilbertson received the 2020 Outstanding Service Award from the Center for the Prevention of Child Maltreatment for his advocacy of children at the 20th Annual Community Response to Child Abuse Conference held virtually Sept. 30 to Oct. 1.

The award was presented to Chief Justice Gilbertson by Sara Kelly, CPCM advisory board member and Court Improvement Coordinator for the South Dakota Unified Judicial System.

"His support and leadership have helped advance South Dakota with improvements in how the court system handles child abuse and neglect cases," Kelly said.

Gilbertson will retired at the end of 2020 after 25 years on the Supreme Court, and 30 as a judge in the South Dakota Unified Judicial System.

Know. Respond. Prevent

Forensic Nursing Programs

Demand prompts additional SANE training for nurses

The Center for the Prevention of Child Maltreatment hosted South Dakota's first International Association of Forensic Nurses (IAFN)-approved Sexual Assault Nurse Examiner (SANE) Clinical Skills Lab Jan. 8-9 at the Lee Medical Building, on the campus of the University of South Dakota. Eight nurses were trained by five instructors and live models.

A second SANE Clinical Skills Lab took place in August 2020 at the Parry Center for Skills and Simulation in Sioux Falls. Twelve SANE nurses were

Twelve new SANE nurses were trained at the Parry Center in Sioux Falls in August by six trainers. Thank you to those who participated.

trained at the August sesions by six trainers and live models.

A SANE is a registered nurse who has been specially trained to provide immediate, compassionate and comprehensive care to sexual assault victims, including forensic collection of evidence. CPCM manages a grant that provides training for SANE nurses and provides resources to access local and regional trainings.

CPCM and USD launch SANE curriculum for fall 2020

To address the shortage of Sexual Assault Nurse Examiners (SANEs) across the state, the University of South Dakota partnered with CPCM in an innovative manner to introduce students to forensic nursing throughout the lifespan.

It creates a coordinated effort for students to be engaged with forensic nursing with the goal to matriculate 10% of students into the International Association of Forensic Nursing (IAFN) Sexual Assault Nurse examiner course

post licensure. The new mini-module forensic nursing curriculum was launched under the development of Susan Strobel, USD Assistant Professor of Public Health in fall 2020.

Dr. Susan Strobel USD Nursing & Public Health

"This is truly a win-win for our nurses and for the state of South Dakota," Strobel said. "We identified a gap in

practice and are working hard to close it so we can care for vulnerable populations in South Dakota."

Student evaluations indicated they gained knowledge that will change their professional practice.

Organizers hope the curriculum can be used by other universities and health sciences majors to prompt further training for students to combat a state-wide increase in violence and abuse.

The South Dakota Department of Health, the SD Division of Criminal Investigation and CPCM partner to track sexual assault kits. Data gathered will assist with future programming.

SOUTH DAKOTA DEPARTMENT OF HEALTH

8

Child and Adult Advocacy Studies Certificate

CAASt cohort begins January 2021

The South Dakota Board of Regents approved the Child and Adult Advocacy Studies (CAASt) Certificate on June 24, 2020.

The first class was scheduled to start in January 2021.

Students in the graduate-level program learn factors that lead to child and adult maltreatment, and are able to advocate for children and adults with trauma experiences. The certificate emphasizes developing multidisciplinary approaches to address abuse issues and cases.

The certificate benefits practicing health care professionals, child protection advocates, educators, law enforcement and attorneys, and those entering the field. The program was developed by Dr. Kelly Bass of the USD Department of Social Work, Dr. Shana Cerny of USD's Occupational Therapy department in conjunction with CPCM.

The CAASt Certificate Program is housed in USD's School of Health Sciences.

STARTING January 2021!
EARN YOUR CHILD & ADULT ADVOCACY STUDIES CERTIFICATE

PROGRAM DESCRIPTION
The Child & Adult Advocacy Studies (CAAST) certificate focuses on interdisciplinary, ethical, realistic, and culturally sensitive content that provides professionals working with vulnerable populations a foundation for responding to maltreatment. Students will learn about the various disciplinary responses to maltreatment and will develop a multidisciplinary understanding of the most efficient responses. Students completing the courses in this certificate will be better equipped to accomplish the work of related agencies (social work, criminal justice, nursing, etc.) as they advocate on behalf of victims and survivors of maltreatment.

FOR MORE INFORMATION CONTACT:
Dr. Kelly Bass
E-mail: Kelly.Bass@usd.edu

Dr. Shan Cerny
Email: Shana.Cerny@usd.edu

Carrie Sanderson
Email: Carrie.Sanderson@usd.edu

GETTING STARTED
Prospective students must complete the USD Graduate Application: www.usd.edu/graduate-school/apply-now

APPLICATION DEADLINES:
Spring Semester: December 1

For current Graduate School policies and procedures, please review the online catalog found at http://catalog.usd.edu.

CAASt CURRICULUM

HSC 555 Traumatic Stress across the Lifespan
Exploration of the impact of stressors experienced during infancy, childhood, adolescence, and adulthood. Integrates theoretical frameworks, cultural considerations and policy implications. Prerequisite: Graduate student or professionals with a baccalaureate degree

HSC 565 Perspective of Child and Adult Maltreatment: A Multidisciplinary Approach
This course focuses on clinical aspects of abuse of vulnerable populations with attention to identification, reporting, intervention and prevention. Perspectives from the disciplines of psychology, social work, and other child advocacy fields are provided. Prerequisite: HSC 555 Traumatic Stress across the Lifespan

HSC 570 Professional and System Response to Maltreatment
This course focuses on the responses of professionals to allegations of child and adult maltreatment. The purpose of this course is to expand the student's knowledge and skills in identifying, investigating and prosecuting maltreatment. Students majoring in criminal justice, education, social work, sociology, psychology, nursing, health sciences, and other areas where knowledge of maltreatment investigation and advocacy are necessary will receive competency-based skills training such as forensic interviewing and documentation. Prerequisite: HSC 555 Traumatic Stress across the Lifespan

HSC 595 Practicum in Child and Adult Advocacy Studies
Applied, monitored and supervised, field-based learning experience for which the student may or may not be paid. Students gain practical experience; they follow a negotiated and or directed plan of study. A higher level of supervision is provided by the instructor in these courses than is the case with field experience. Prerequisite: HSC 555 Traumatic Stress across the Lifespan

TUITION RATES
For the most up-to-date online course tuition information, please visit:
www.usd.edu/usd-online/tuition-rates

CAASt webinar series helps build trauma-informed schools

The USD Child & Adult Advocacy Studies (CAASt) certificate program and the Center for the Prevention of Child Maltreatment (CPCM) offered a FREE 5-hour CAASt webinar series to support the work of school staff seeking to create trauma-informed school settings.

The webinar used CAASt competencies to provide school personnel with applicable knowledge for working in multidisciplinary teams in school settings and discussed perceived barriers to implementing COVID-19 responsive and trauma-informed care among school staff.

Over 230 educators registered for the August virtual webinar. Of the over 100 daily participants, 70 percent reported concern for the psychological safety of children.

Topics included Child Abuse & Neglect in South Dakota, Child Development and Stress, A Framework for Safe and Successful Schools, Trauma Informed Classrooms, and School Leaders' Response in Trauma-Informed Environments. USD faculty members Shana Cerny, Kelly Bass and Kari Oyen instructed the classes

A special thank you to the SD Department of Education for supporting the training through the Project Aware grant.

Know. Respond. Prevent

Resilient Communities

New Toolkit will map process for future communities

South Dakota children experience abuse and maltreatment at an alarming rate. Adversity like this experienced by children can have a lifelong impact.

This abuse is preventable and Brookings County is the first community in South Dakota to work through the process of becoming a resilient community.

The vision of Resilient Communities: South Dakota is to provide community coalitions with the tools and support to better know about, respond to and prevent child maltreatment.

Children are our most important asset. As South Dakotans, we want our children to grow up in safe, stable environments where they can interact with community members and

professionals who care for them. The Resilient Communities framework provides a comprehensive outline and tools for community coalitions.

The goal is to create resilience in South Dakota families and communities, ensuring our children have safe, stable,

and loving environments in which to grow and thrive.

The framework outlines a public health approach to examine strategies for communities to follow in order to put programs, policies, and trainings in place to help build resiliency for our children and families. As a result, community members and professionals from all sectors become trauma-aware and we can help combat adversity for children. The outcome is a stronger, healthier community. Together, we can become a Resilient Community.

The website for Resilient Communities: South Dakota is in development and scheduled for release in 2021.

Facebook group brings Lennox together for kids

CPCM SANE Project Coordinator Kristi Kranz created a Facebook Group –Together for Kids: KNOWing Comes First – as a resource and support system for parents and citizens in the community of Lennox.

Engagement by members of the Facebook group prompted five hour-long community trainings introducing the trauma-informed approach and the

effect of Adverse Childhood Experiences (ACEs) to the Lennox community. Children experiencing ACEs have a greater chance of physical and mental health issues across the lifespan including a shorter life, substance abuse and

difficulty maintaining employment.

The trainings prompted development of a resource other communities can use to launch similar Facebook campaigns and community education.

KNOW
Evidence-based best practices

RESPOND
Early Intervention Healing

PREVENT
Create Trauma-Informed Communities

10

Community Outreach

Advocates from across the state were encouraged to wear blue in April to support ending child abuse and maltreatment.

CPCM launched a social media campaign that resulted in an organic post reach on Facebook of more than 6,000 people. On Twitter the campaign reached more than 4,000 people.

Children's Day at the Capitol focuses on No-Hit Zones

The Center for the Prevention of Child Maltreatment and several other child advocacy organizations invited South Dakotans to a free luncheon program on Jan. 22. Programming addressed the negative effects corporal punishment and spanking can have on the physical and emotional wellbeing of a child. More than 250 people attended.

Child abuse experts Angela Lisburg, a family nurse practitioner at Avera St. Mary's Central South Dakota Child Assessment Center, and Dr. Brooke Jones, a pediatrician at Child's Voice Sanford Children's Hospital, introduced No Hit Zones, which provide safe and healthy environments free of corporal punishment, domestic abuse, sibling violence, interpersonal violence and elder abuse.

CPCM teams with South Dakota organizations interested in becoming No Hit Zone partners. To earn the designation, organizations must get approval from their leadership, develop a policy based on provided samples, educate their employees through presentations and videos and promote the organization's participation in the program.

The 2020 Children's Day at the Capitol was co-hosted by the Child Advocacy Centers of South Dakota, Children's

More than 200 people attended the 2020 Children's Day at the Capitol to share information about No Hit Zones, which is an area where no adult will hit a child or another adult.

Home Society, the South Dakota Department of Social Services, the South Dakota Supreme Court and the South Dakota Chapter of the American Academy of Pediatrics. SDEA hosted a viewing of the movie ''Resilience'' at the state capitol on January 21.

Reach Team Report

2020 Reach Team focuses on collaboration

REACH is a regional multidisciplinary team (MDT) developed at the recommendation of the Jolene's Law Task Force Committee. Research has conclusively shown the MDT approach to be most effective when investigating concerns of child maltreatment.

The REACH team collaborates from the point of report until case resolution. The team meets in person at a medical clinic space in Watertown nearly every Tuesday in order to discuss and respond appropriately to each case. The REACH team receives technical support from the Center for the Prevention of Child Maltreatment at the University of South Dakota.

Team members and agencies comprised the REACH team in 2020:

•MDT Coordinator: Special Agent Cam Corey, Division of Criminal Investigation (DCI)
•Local Project Lead: Forensic Interviewer Amanda Liebl, Sanford Child's Voice
•Dr. Nancy Free, Child's Voice
•Dr. Brooke Jones, Child's Voice

•Lead Family Services Specialist Tara DesLauriers, Department of Social Services, Child Protection
•Detective Reuben Kinnunen, Watertown Police Department
• Social Worker Heather Tobin, Human Service Agency
• State's Attorney Rebecca Morlock-Reeves, Codington County State's Attorney's Office
• Family Advocate Oriel Ching, Beacon Center
• Special Agent Darin Sinner, Division of Criminal Investigation (DCI)

The following professionals work as associate members within REACH. They fill in during the absence of a full-time team member.
• Supervisor Kathy Miller, Department of Social Services, Child Protection

Cam Corey chosen as first multidisciplinary team coordinator

Cam Corey's new position as Child Response Multidisciplinary Team (MDT) Coordinator with the Division of Criminal Investigation was created to unite government and non-governmental entities to work together for children.

"Right now there are a lot of services available for children and families across South Dakota," Corey said. "In order to completely work for children we need to have all agencies working together."

Corey has plenty of experience working for the wellbeing of children. His law enforcement career spans two decades.

Special Agent Cam Corey

Early in his career he investigated a case of abuse that ultimately wasn't prosecuted successfully but allowed him to become an advocate for that victim. She later thanked him. The experience was one of the catalysts for the work he's still passionate about today.

"We're trying to create a response that's in the best needs of our children wherever they are across the state," Corey said.

The Governor's and Attorney General's Offices in South Dakota helped create the MDT Coordinator position. Most communities have some type of coordinated community response, Corey said. His work will center around bringing together government and non-govenment agencies to a greater extent, while still respecting the individual roles of each one.

"We all have the same goal - to protect the state's most vulnerable," he said.

Corey currently serves as a special agent for the South Dakota Division of Criminal Investigation in Watertown.

Reporting Abuse: #anyonecanadvocate
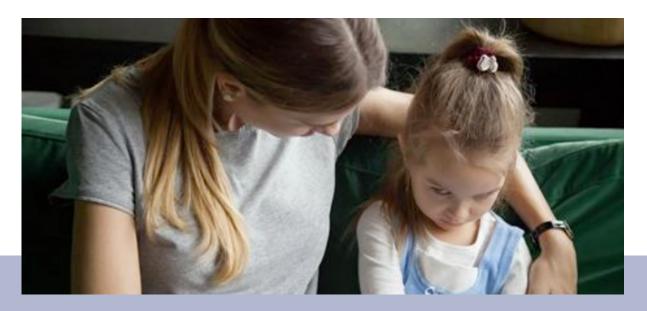
CPCM created a guidebook on reporting child abuse and neglect to aid organizations developing internal child maltreatment reporting policies. The guidebook includes information for both permissive and mandatory reporters. Find the guidebook and Reporting Child Maltreatment trainings at sdcpcm.com/ReportingChildAbuse.

The SD Department of Education is funding the production of an interactive training video for reporting child abuse. The video discusses response agency roles and instructs on how to help a child who has been harmed. The video was a deliverable from the PK-12/YSO Task Force and the Mandatory Reporter Task Force for College Curriculum.

In 2016, the SD Department of Social Services launched the first training video for reporting child abuse and neglect. The DSS video outlines the statutory rules and regulations surrounding child abuse reports. Mandatory reporters and permissive reporters alike will benefit from the video. You can find the training on the DSS website at dss.sd.gov

To report child abuse and neglect call: 1.877.244.0864.

DSS Intake Specialists will be available from 8 a.m. to 5 p.m., Monday through Friday.
If reporting before 8 a.m., after 5 p.m., on the weekends or during a holiday,
please contact local law enforcement.

Always call 911 if a child is in immediate danger!

Know. Respond. Prevent

CPCM by the Numbers

3 new special project liasons

Chadwick Ratigan
Tribal Communities

Darla Biel
Resilient Communities

Nikki Eining
Resilient Communities

21 advocates trained in SANE clinical skills

675 People attended the 20th Annual Community Response to Child Abuse Conference

COMMUNITY RESPONSE TO CHILD ABUSE CONFERENCE

14,000 South Dakotans trained in ACES & Resiliency Program

200 South Dakota K-12 staff trained in CAASt competencies

1,000 Average monthly visits to sdcpcm.com and ALMOST 1,000 social media followers on Facebook and Twitter.

It starts with you.

CPCM Center for the Prevention of Child Maltreatment

CHILDREN'S HOME SOCIETY

CAASt
CHILD ADULT ADVOCACY STUDIES
KNOW | RESPOND | PREVENT

14 students in USD grad certificate program
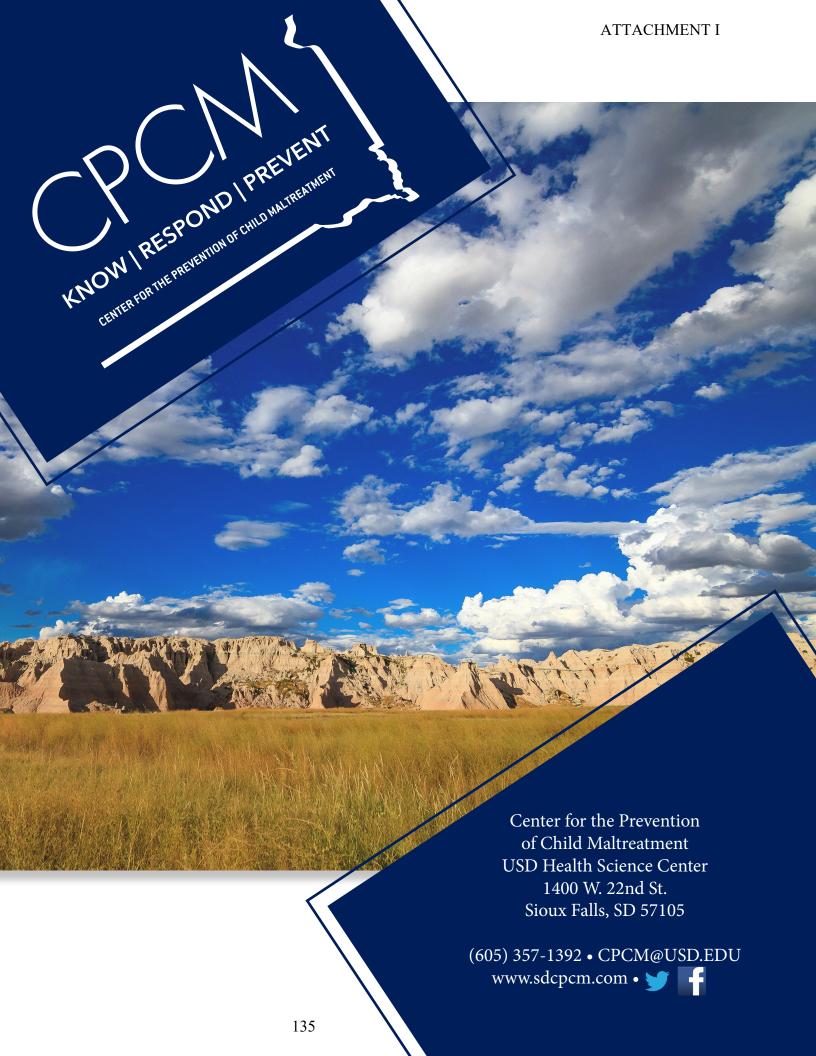
927 Adults trained in Enough Abuse Program

OVER 30 presentations to partner and civic organizations committed to ending child maltreatment

13 grant supported programs

140 South Dakotans trained as ACES presenters

14

133

CPCM

KNOW | RESPOND | PREVENT

CENTER FOR THE PREVENTION OF CHILD MALTREATMENT

Center for the Prevention
of Child Maltreatment
USD Health Science Center
1400 W. 22nd St.
Sioux Falls, SD 57105

(605) 357-1392 • CPCM@USD.EDU
www.sdcpcm.com •

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

****

SUBJECT
    Intent to Plan: USD – DNAP in Nurse Anesthesia Practice

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 DNAP in Nurse Anesthesia Practice. The Doctor of Nurse Anesthesia Practice program will prepare registered nurses to become Certified Registered Nurse Anesthetists (CRNA) who will have the educational background and skill to provide anesthesia care that is founded in innovated, evidence-based practice. The Council on Accreditation of Nurse Anesthesia Education programs (COA) has mandated all students accepted into an accredited program after January 1, 2022 will be required to graduate with doctoral degrees. The program will be developed in partnership with Sanford Health.

    Nurse Anesthetists work in a variety of settings where they administer anesthesia and provide care before, during, and after surgical, therapeutic, diagnostic, and obstetrical procedures. They also provide pain management and some emergency services. Nurse Anesthetists are the sole provider of anesthesia care if 83% of South Dakota counties, and is anticipated to grow 45 percent from 2019 to 2029.

    USD intends to offer the DNAP in Nurse Anesthesia Practice at USD Community College for Sioux Falls.

IMPACT AND RECOMMENDATION
    USD is not requesting new state resources. USD expects that students who enroll in the program will be a combination of students in the current M.S. or Doctor of Nursing programs, or will be students who are new to the university. USD anticipates that 10-20 students per year will be accepted into the DNAP program. The DNAP will be a new degree for USD.

(Continued)
****

DRAFT MOTION 20210623_6-B:
    I move to authorize USD to develop a program proposal for a DNAP in Nurse Anesthesia Practice, 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: USD – DNAP in Nurse Anesthesia Practice

SOUTH DAKOTA BOARD OF REGENTS
ACADEMIC AFFAIRS FORMS
Intent to Plan for a New Program

UNIVERSITY:	USD
DEGREE(S) AND TITLE OF PROGRAM:	**Doctor of Nurse Anesthesia Practice**
INTENDED DATE OF IMPLEMENTATION:	**Summer 2023**

☒ **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.

_____	5/7/2021
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 purpose of the Doctor of Nurse Anesthesia Practice post baccalaureate program is to prepare registered nurses to become Certified Registered Nurse Anesthetists (CRNA) who will have the educational background and skill to provide anesthesia care that is founded in innovative evidence-based practice and use of advanced technologies. Furthermore, graduates of the program will be able to assume leadership roles in a variety of healthcare settings and improve healthcare delivery. The Council on Accreditation of Nurse Anesthesia Educational programs (COA) has mandated that "all students accepted into an accredited program on January 1st, 2022, thereafter, will be required to graduate with doctoral degrees."[1] The reason is to elevate the quality of care in the emerging healthcare systems and to strengthen the CRNA leadership skills.

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.*

Nurse Anesthetists work in a variety of settings where they administer anesthesia and provide care before, during, and after surgical, therapeutic, diagnostic, and obstetrical procedures. They also

---

[1] Council on Accreditation of Nurse Anesthesia programs Policies and Procedures Manual Published in 2012 and Revised in 2018

provide pain management and some emergency services. Nurse anesthetists, nurse midwives, and nurse practitioners, also referred to as *advanced practice registered nurses (APRNs)*, coordinate patient care and may provide primary and specialty healthcare. The scope of practice varies from state to state.

Nurse Anesthetists are the sole provider of anesthesia care in 83% of South Dakota counties. Overall employment of nurse anesthetists, nurse midwives, and nurse practitioners is projected to grow 45% from 2019 to 2029, much faster than the average for all occupations. Growth will occur primarily because of an increased emphasis on preventive care and demand for healthcare services from an aging population. See Table below[2]:

Employment projections for CRNAs

Employment projections data for nurse anesthetists, nurse midwives, and nurse practitioners, 2019-29

Occupational Title	SOC Code	Employment, 2019	Projected Employment, 2029	Change, 2019-29		Employment by Industry
				Percent	Numeric	
Nurse anesthetists, nurse midwives, and nurse practitioners	—	263,400	381,100	45	117,700	—
Nurse anesthetists	29-1151	44,900	51,000	14	6,200	Get data
Nurse midwives	29-1161	7,200	8,100	12	800	Get data
Nurse practitioners	29-1171	211,300	322,000	52	110,700	Get data

SOURCE: U.S. Bureau of Labor Statistics, Employment Projections program

The U.S. Bureau of Labor Statistics estimates job growth for nurse anesthetists to increase 14% between the years 2019-2029. This increase is reflected as a total increase of 5,800 jobs from the 2019 Nurse Anesthetist employment number of 44,900 to an estimated 51,000 in 2029.[3]

CRNAs are the sole anesthesia providers in a significant majority of SD counties. They provide access to quality and safe anesthesia care to rural South Dakotans. The South Dakota Department of Labor and Regulation projects that employment of CRNAs in South Dakota will increase by 16.3% between 2018 and 2028. According to the Bureau Labor and Statistics published data on mean wages for CRNAs by State, South Dakota is in the range of $184,380 to $195,010.[2,4]

The location quotient is the ratio of the area concentration of occupational employment to the national average concentration. A location quotient greater than one indicates the occupation has a higher share of employment than average, and a location quotient less than one indicates the occupation is less prevalent in the area than average.[5] South Dakota has a location quotient of 2.91, indicating high utilization of CRNAs.

3. How would the proposed program benefit students?
While CRNAs are in high demand, currently, only a single institution is offering CRNA education in the state, Mount Marty University. The proposed CRNA program will uniquely attract applicants who have a demonstrated commitment to health care and wish to advance their professional qualifications. The program at USD will open new opportunities for future generations as the program graduates become healthcare leaders who will advance rural health and give their talent and expertise to increasing access to cost effective care. The program will serve students seeking CRNA education in the state and for those who desire to stay and practice in South Dakota. In

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[2] https://www.bls.gov/ooh/healthcare/nurse-anesthetists-nurse-midwives-and-nurse-practitioners.htm#tab-6
[3] https://www.bls.gov/oes/current/oes291151.htm
[4] Projections Managing Partnership, in cooperation with the U.S. Department of Labor, Employment and Training Administration.
[5] *https://www.bls.gov/oes/current/oes291151.htm*

addition, USD will offer regionally competitive tuition and fee structure, in part due to the existing infrastructure that will make the CRNA program affordable.

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.

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 proposed program furthers the mandate and strategic plan of the Board of Regents and the University of South Dakota (USD) by providing new high quality, efficient, flexible, equitable, affordable, and accessible graduate education to the residents of South Dakota. This program will help address USD's strategic plan of "serving South Dakota". The proposal aligns with the Board's strategic plan 2014-2020 by growing the number of graduate degrees and expanding the research and economic development opportunities in the state. The new program enhances and enriches the educational mission at the University of South Dakota and contributes to the overall educational attainment, research and productivity in the state. The program is aligned with the statutory mission of the University of South Dakota, as 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. (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 of the South Dakota System of Higher Education. Specifically, this program aligns with current goals within the USD Strategic Plan to "e*nrich 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 CRNA 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.

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."*

No, there are no CRNA programs offered at any of the public universities in South Dakota. Opportunities for potential collaborations are occurring between the Presidents and Executive Director level at this time.

6. Do related programs exist at public colleges and universities in Minnesota, North Dakota, Montana, and/or Wyoming?

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, Twin Cities	Doctor of Nursing Practice (DNP), Post Master's DNP Completion[6]
North Dakota		
	University of North Dakota, College of Nursing and Professional disciplines	Doctor of Nursing Practice (DNP), Post Master's DNP Completion[7]
Montana	N/A	
Wyoming	N/A	

7. Are students enrolling in this program expected to be new to the university or redirected from other existing programs at the university?

The main applicant pool will come from registered nurses who hold a bachelor's degree from an accredited program. Additionally, students enrolled in both the M.S. or Doctor of Nursing may choose to apply for this program. USD has established ongoing support for the program through a local, regional health care system. USD offers regionally competitive tuition and fee structure, in part due to the existing infrastructure which will attract students to the program.   Certified Registered Nurse Anesthetists programs are in high demand and employment of CRNAs is close to 100%. Acceptance into CRNA programs in the region ranges from 10-30%. For example, University of North Dakota acceptance rate is 27% based on 60 qualified applicants[8], Mount Marty acceptance rate is 30% based 105 qualified applicants[9] and University of Minnesota is 10% based on 60 qualified applicants.[10]

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.

Estimates are based on the availability of adequate clinical sites, accounting for attrition of 1 student per cohort. Based on existing demand, especially the fact that regional CRNA programs

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[6] https://www.all-crna-schools.com/university-of-minnesota-twin-cities/
[7] https://cnpd.und.edu/nursing/nurse-anesthesia-dnp.html
[8] https://cnpd.und.edu/nursing/nurse-anesthesia-dnp.html#d32e327-2
[9] https://www.mountmarty.edu/sioux-falls/performance-data/
[10] https://www.all-crna-schools.com/university-of-minnesota-twin-cities/

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are turning away significant numbers of applicants, we are confident that we will reach our enrollment numbers. USD has a robust marketing team which is capable of creating targeted marketing plans. We will also depend on our existing successful partnerships with the healthcare systems and alumni to recruit students into the program.

	Year 1	Year 2	Year 3	Year 4	Year 5
ENROLLMENTS	**10**	**24**	**42**	**52**	**57**
Year 1	**10**	**15**	**20**	**20**	**20**
Year 2		**9**	**14**	**19**	**19**
Year 3			**8**	**13**	**18**

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	No	

	Yes/No	*If Yes, list location(s)*	*Intended Start Date*
Off campus	Yes	Sioux Falls	**Summer 2023**

	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)	No	The program will not be 100% online. Some of the existing NURS courses are available via internet asynchronous.	**Summer 2023**
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?**

	Development/ Start-up	Long-term Operation
Reallocate existing resources	Yes	No
Apply for external resources *If checking this box, please provide examples of the external funding identified below.*	Yes	Yes
Ask Board to seek new State resources *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.*	No	No
Ask Board to approve a new or increased student fee	Yes	No

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The program will reach sustainability on tuition and fees in year 6. USD will apply SD BOR policy 5:5:3 (Item 1.7) which outlines the tuition and fees applicable to Nursing courses. Additionally, USD will request a new CRNA Program Fee to be charged per semester. The five-year ramp-up will be a cost share between a local health care system and USD. The program will be developed in partnership with a local health care system who has committed significant stability through the provision of start-up funds as well as the clinical experiences necessary for the success of the program. In addition, USD will seek federal nursing workforce development funds if such funds become available through Health Resources and Services Administration (HRSA).

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**.

Nursing education at the University of Arizona has a history of consistent recognition among the best programs in the country with a most recent acknowledgement from the US News and World Report 2020 as being the #1 online graduate Nursing degree in AZ and the #31 DNP program in the US. Their programs support integrative health, cancer prevention and survivorship, and nursing informatics and tout a unique Integrative Nursing Faculty Fellowship. This Nursing (DNP)- Nurse Anesthesia program is hybrid with a combination of online didactic coursework, on-campus intensives, as well as practicum and clinical placements. Their curriculum is comprehensive to ensure high-quality patient care and addresses rural and native health. The program has had significant success on the national certification exam with very little attrition.[11]

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[11] https://www.nursing.arizona.edu/sites/default/files/2020_2021%20BSN_DNP_Nurse%20Anesthesia%20Specialty_Draft.pdf

Appendix A

University of Arizona DNP-Nurse Anesthesia Specialty
https://www.nursing.arizona.edu/sites/default/files/2020_2021%20BSN_DNP_Nurse%20Anesthesia%20Specialty_Draft.pdf

Program requires a total of 85 credit (didactic and clinical) hours, 2000 clinical hours and 600 anesthetics hours

Summer Term 1 (9 units)
CMM 501 Human Gross Anatomy (4 cr hrs)
NURS 572 Advanced Pharmacotherapeutics (3 cr hrs)
NURS 670 Bioscience for Nurse Anesthesia Practice (2 cr hrs)

Fall Term 1 (12 units)

NURS 629 Statistical Inference for Evidence-based Practice (3 cr hrs)
NURS 652 Methods for Scholarly Inquiry (2 cr hrs)
NURS 671a Foundations of Nurse Anesthesia (2 cr hrs)
NURS 695b DNP Forum (2 cr hrs)
NURS 704 DNP Philosophy (3 cr hrs)

Spring Term 1 (12 units)

NURS 501 Advanced Physiology & Pathophysiology (3 cr hrs)
NURS 575 Nurse Anesthesia Pharmacology (3 cr hrs)
NURS 642 Health Policy and Economics (3 cr hrs)
NURS 751 Evidence-Based Practice Methods (3 cr hrs)

Summer Term 2 (5 units)

NURS 671b Foundations of Nurse Anesthesia II (2 cr hrs)
NURS 752 Evaluation Methodologies for Safety & Quality Improvement (3 cr hrs)

Fall Term 2 (14 units)

NURS 609a Health Assessment (3 cr hrs)
NURS 646 Healthcare Informatics: Theory & Practice (3 cr hrs)
NURS 650 Theories of Leadership & Organizational Management (3 cr hrs)
NURS 673 Advanced Anesthetic Principles (4 cr hrs)
NURS 922 DNP Project (1 cr hr)

Winter Term 2 (1 unit)
NURS 672a Clinical Practicum I (1 cr hr)

Spring Term 2 (8 units)
NURS 672a Clinical Practicum (2 cr hrs)
NURS 674a Senior Seminar Professional Role (1 cr hr)
NURS 675 Co-existing Disease and Anesthetic Implications (3 cr hrs)
NURS 922 DNP Project (2 cr hrs)

Summer Term 3 (5 units)
NURS 672a Clinical Practicum 1 (3 cr hrs)
NURS 695c Interprofessional Collaboration in Healthcare Teams (1 cr hr)

NURS 695c Interprofessional Collaboration in Healthcare Teams (1 cr hr)

Fall Term 3 (10 units)
NURS 672b Clinical Practicum II (6 cr hrs)
NURS 753 Population Health for DNPs (3 cr hrs)
NURS 922 DNP Project (1 cr hr)

Winter Term 3 (1 unit)
NURS 672b Clinical Practicum II (1 cr hr)

Spring Term 3 (8 units)
NURS 672c Clinical Practicum III (6 cr hrs)
NURS 674b Senior Seminar: Clinical topic synthesis (1 cr hr)
NURS 922 DNP Project (1 cr hr)

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

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SUBJECT
　　New Program: SDSMT Minor in Aerospace Engineering

CONTROLLING STATUTE, RULE, OR POLICY
　　BOR Policy 2:23 – Program and Curriculum Approval

BACKGROUND / DISCUSSION
　　South Dakota School of Mines and Technology (SDSMT) requests authorization to offer a minor in Aerospace Engineering. The aerospace industry is booming in the United States, and the need for aerospace engineers is very high. This minor will better prepare students in the field, and will increase their competitive edge when seeking employment with industry leaders.

　　SDSMT requests an exception to the Board policy that limits minors to a total of 18 credit hours, including prerequisites. The minor itself is 19 credit hours, but depending on the courses take to fulfill the requirements, students may to take some additional credits in prerequisites as well. For this reason, SDSMT plans to mainly offer this minor to students in the BS in Mechanical Engineering. These students are required to take nearly all of the prerequisite options as part of their degree program. Students in other programs will have the option to take the minor should they desire, but would be advised that the credit hour requirements would be much higher than a standard minor.

IMPACT AND RECOMMENDATION
　　SDSMT plans to offer the minor in Aerospace Engineering on campus. Five new courses will be required for the program. SDSMT has secured a total of $50,000 in private funding to cover the costs of this program, including laboratory equipment and supplies. SDSMT does not request new state resources.

　　Board office staff recommends approval.

ATTACHMENTS
　　Attachment I – New Program Request Form: SDSMT – Minor in Aerospace Engineering

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DRAFT MOTION 20210623_6-C:
　　I move to authorize SDSMT to offer a minor in Aerospace Engineering, as presented.

SOUTH DAKOTA BOARD OF REGENTS
ACADEMIC AFFAIRS FORMS

New Baccalaureate Degree Minor

Use this form to propose a new baccalaureate degree minor (the minor may include existing and/or new courses. An academic minor within a degree program enables a student to make an inquiry into a discipline or field of study beyond the major or to investigate a particular content theme. Minors provide a broad introduction to a subject and therefore develop only limited competency. Minors consist of a specific set of objectives achieved through a series of courses. Course offerings occur in a specific department or may draw from several departments (as in the case of a topical or thematic focus). In some cases, all coursework within a minor proscribed; in others cases, a few courses may form the basis for a wide range of choices. Regental undergraduate minors typically consist of 18 credit hours. Proposals to establish new minors as well as proposals to modify existing minors must recognize and address this limit. The Board of Regents, Executive Director, and/or their designees may request additional information about the proposal. After the university President approves the proposal, submit a signed copy to the Executive Director through the system Chief Academic Officer. Only post the New Baccalaureate Degree Minor Form to the university website for review by other universities after approval by the Executive Director and Chief Academic Officer.

UNIVERSITY:	SDSM&T
TITLE OF PROPOSED MINOR:	**Aerospace Engineering**
DEGREE(S) IN WHICH MINOR MAY BE EARNED:	**B.S.**
EXISTING RELATED MAJORS OR MINORS:	**B.S. Mechanical Eng., Minor in Systems Eng.**
INTENDED DATE OF IMPLEMENTATION:	**Fall 2021**
PROPOSED CIP CODE:	**14.1901**
UNIVERSITY DEPARTMENT:	**Mechanical Engineering**
BANNER DEPARTMENT CODE:	**MME**
UNIVERSITY DIVISION:	**4E**
BANNER DIVISION CODE:	**4E**

☒ **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.

	Click here to enter a date.
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. **Do you have a major in this field (*place an "X" in the appropriate box*)?**
     ☐   ☒
   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.**
   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 proposed minor in aerospace engineering aligns very well with the South Dakota Mines (SD Mines) mission statement and strategic plan. The aerospace engineering minor supports the mission to "educate scientists and engineers to address global challenges" and to "engage in partnerships to transform society." Aerospace industry is booming in the USA, and the need for aerospace engineers is strong. Moreover, aerospace industry in South Dakota, e.g. Raven Aerostar, is very supportive of this initiative as they have been forced to recruit from outside of South Dakota to hire their aerospace engineers.

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.**

   The purpose of the minor is to address the needs of South Dakota high school graduates that seek to become aerospace engineers and to support South Dakota aerospace companies with a well-trained technical workforce.

4. **How will the proposed minor benefit students?**

   Students will benefit from this minor by obtaining a high-quality engineering bachelor's degree from South Dakota Mines and a minor in aerospace engineering. This minor will better prepare them and increase their competitive edge when seeking employment in the exciting and growing field of aerospace engineering, e.g. NASA, SpaceX, Boeing, Northrop-Grumman, Blue Origin, Ball Aerospace, Virgin Galactic, etc.

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.*

From the U.S. Department of Labor (accessed on 10/25/2020), the job outlook for aerospace engineering is outstanding with an annual growth in jobs of 3% from 2019-2029. In 2019, the median pay for an aerospace engineer was $119,500 per year, and the number of aerospace engineering jobs in the US was 66,400.

From Best Value Schools (accessed on 10/5/2020), "The aerospace industry will continue to grow and create job opportunities for Americans. NASA's annual budget was almost 20 billion dollars in 2019. This means there is plenty of funding for new research and job opportunities. The Bureau of Labor Statistics states that the job outlook for an aerospace engineer is growing at six percent, which is as fast as average.

"Bear in mind that the aerospace research industry is not just focused on stereotypical things like rockets and astronauts. Instead, there are hundreds of associated universities and research centers across the country that use aerospace science and engineering to drive technology advancements and push humanity forward."

From Zip Recruiter (accessed on 10/5/2020), "Despite an average projected job outlook (a 6% increase in jobs is expected between 2016 to 2026, according to the Bureau of Labor Statistics), aerospace engineers are in high demand due to education requirements and an unsaturated job market. Several aerospace firms are currently researching and developing more sustainable and cost-effective technologies. This push in research and development means that companies will be demanding more innovative and hardworking engineers."

6. **Provide estimated enrollments and completions in the table below and explain the methodology used in developing the estimates (*replace "XX" in the table with the appropriate year*).**

	Fiscal Years*			
	1st	2nd	3rd	4th
Estimates	FY 22	FY 23	FY 24	FY 25
Students enrolled in the minor (fall)	**10**	**15**	**20**	**20**
Completions by graduates	**5**	**15**	**20**	**20**

*Do not include current fiscal year.

The above estimated enrolments are based on data provided by enrollment consultants that were engaged as part of South Dakota Mines' Strategic Enrollment Planning Process during AY2019-2020, prospective student visits, and anecdotal comments from current students.

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

The rationale is to implement a value-added curriculum that will simultaneously minimizing costs to the student. The proposed minor curriculum does that by leveraging existing course and faculty expertise at South Dakota Mines. Moreover, the curriculum has been developed after reviewing aerospace engineering minors currently being offered at peer institutions.

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

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Minors by design are limited in the number of credit hours required for completion. Minors typically consist of eighteen (18) credit hours, <u>including</u> prerequisite courses. In addition, minors typically involve existing courses. If the curriculum consists of more than eighteen (18) credit hours (including prerequisites) or new courses, please provide explanation and justification below.

A. Distribution of Credit Hours

Minor in Aerospace Engineering	Credit Hours	Percent
Requirements in minor	10	53%
Electives in minor	9	47%
Total	19	100

B. Required Courses in the Minor

Prefix	Number	Course Title *(add or delete rows as needed)*	Prerequisites for Course *Include credits for prerequisites in subtotal below.*	Credit Hours	New (yes, no)
ME	44X	Aerospace Structures (3)	ME 316(3)	6	Yes
ME	45X	Aircraft Stability & Control (3)	ME 352(3)	6	Yes
EE	451	Fund. of Systems Eng. (4)	Math 381 or IENG 381 (3)	7	No
					Choose an item.
					Choose an item.
			Subtotal	19	

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

Prefix	Number	Course Title *(add or delete rows as needed)*	Prerequisites for Course *Include credits for prerequisites in subtotal below.*	Credit Hours	New (yes, no)
ME	4XX	Rockets & Propulsion (3)	ME 331 (3)	6	Yes
ME	4XX	Space Flight Mechanics (3)	ME 331 (3)	6	Yes
ME	4XX	Rockets & Mission Analysis (3)	ME 331 (3)	6	Yes
ME	402	Gas Dynamics (3)	ME 312 (3) ME 313 (3) ME 331 (3)	12	No
ME	428	Applied Finite Element Analysis/Lab (4)	ME 322 (3) Math 373 (3)	13	No

			ME 313 (3)		
ME	443	Composite Materials/Lab (4)	ME 322 (3) Math 373 (3)	10	No
ME	460	Fuels & Combustion (3)	ME 312 (3) ME 313 (3) ME 331 (3)	12	No
EE	421	Communication Systems/Lab (4)	EE 313 (4)*	8	No
PHYS	275	Relativity (3)	Phys 211 (3)	6	No
			Subtotal	79	

*Not a required course for BSME. All other pre-reqs listed above are required courses for the BSME.

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

	Program Courses that Address the Outcomes					
Individual Student Outcome (Same as in the text of the proposal)	EE 451	ME 44x	ME 45x			
Demonstrate a working understanding of systems engineering principles	X					
Have the ability to formulate and implement a systems engineering managing plan (SEMP)	X					
Have the ability to model and analyze aircraft flight dynamics			X			
Have the ability to formulate and numerically solve the flight dynamics equations of motion			X			
Understand airframe loads and structural components & materials used in aircrafts		X				

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

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

The new courses will be taught on campus using lecture or lab modalities as appropriate. The courses will utilize and incorporate laboratories for hands-on project-based learning. Two new physical labs will be created to support the minor: an aerospace structures lab as well as a new atmospheric flight lab. Space is available in the CM building and external funding has been secured to purchase the equipment (see question #13). Moreover, the new courses will incorporate existing M.E. laboratory equipment in sub & supersonic wind tunnels and a flight simulator (access provided by the EE Dept.).

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	**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* *Delivery methods are defined in AAC Guideline 5.5.*	*Intended Start Date*
Distance Delivery (online/other distance delivery methods)	No		Choose an item. Choose an item.
Does another BOR institution already have authorization to offer the program online?	No	**If yes, identify institutions:**	

B. Complete the following chart to indicate if the university seeks authorization to deliver more than 50% but less than 100% of the 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		Choose an item. Choose an item.

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."*

We request a waiver to BoR AAC Guideline 2.8, which states that, "Minors typically consist of eighteen (18) credit hours, including prerequisite courses." The proposed minor in aerospace engineering will require 19 credit hours of coursework for students pursuing a Bachelor of Science in mechanical engineering at South Dakota Mines. This will be an "in-program" minor. All of the pre-req courses for the minor's required courses are required by the BSME program.

Moreover, all of the pre-reqs for the minor's elective courses are required by the BSME program except for EE 313 which is a pre-req for 1 of the elective courses.

Students pursuing other B.S. degrees at South Dakota Mines may pursue this minor. Such students will have additional credit hour requirements due to the pre-requisites for the named courses in the minor. This is unavoidable because aerospace engineering is a complex technological field. The student must take the foundational courses in mechanical engineering studies (e.g. calculus, physics, chemistry, statics, dynamics, fluid mechanics, thermodynamics) as preparation to pursue the aerospace engineering minor.

This minor will be announced to all students in the annual catalog and will appear with the other minors offered at South Dakota Mines. Minors appear in the catalog with their description, a listing of core course work, and a listing of elective course. These course listing include links to all pre and co requisites for each course. Additional clarifying text will be included to explain that this is an "in-program" minor for mechanical engineering students and that this minor is available to students of other B.S. degree majors and that such students will require additional coursework to meet the pre and co requisite requirements.

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.*

No additional state resources are being requested. Private funding has been obtained to cover the additional costs for the aerospace engineering laboratory equipment and supplies. Raven Aerostar has initially committed $25,000 to support the purchase of laboratory equipment and other program needs. In addition, South Dakota Mines has secured another $25,000 in private funding for a total of $50,000 in funding to help start the program. An adjunct faculty member will be hired initially to teach the two new required courses and this funding will be redistributed from our current adjunct funding pool.

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.

15. Additional Information: *Additional information is optional. Use this space to provide pertinent information not requested above. Limit the number and length of additional attachments. Identify all attachments with capital letters. Letters of support are not necessary and are rarely included with Board materials. The University may include responses to questions from the Board or the Executive Director as appendices to the original proposal where applicable. Delete this item if not used.*

We anticipate that the growth of Ellsworth AFB will bring several aerospace support companies to the area. We want to be able to support those companies with talent from Mines and feel that a Minor in Aerospace Engineering will allow us to grow our enrollment with students who otherwise may not have attend Mines.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

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SUBJECT
Senate Bill 55 Taskforce Recommendations

CONTROLLING STATUTE, RULE, OR POLICY
SDCL § 13-53-1 – Departments and Courses of Study
BOR Policy 1:0 – South Dakota's Unified System of Higher Education
BOR Policy 1:1 – General Authority, Powers, and Purpose of the Board
BOR Policy 2:23 – Programs and Curriculum
Senate Bill 55

BACKGROUND / DISCUSSION
Senate Bill 55 Taskforce (SB55[1]) was created to review the following:

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.

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[1] SD Legislature, 2020 Senate Bill 55, https://sdlegislature.gov/Session/Bill/11827/69874, Retrieved June 9, 2021.

(Continued)

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DRAFT MOTION 20210623_6-D:
I move to approve the recommendations from the SB55 Taskforce as presented to 1) name SDSU as the primary West River Regional Nursing Program for the Bachelor of Science in Nursing; 2) terminate the Rapid City delivery site for USD's Bachelor of Science in Nursing program; 3) require SDSU and BHSU to enter into an MOU to ensure commitment of resources, succinct communications, and efforts for success; and 4) increase the admission positions/applicants in SDSU's West River BSN program.

The committees began their work toward this charge in October 2020 and have been working to date (June 2021) on a review of efficiencies around Academics, Administration, and Infrastructure. The three committees assigned reviewed the following areas of the bill with respect to West River Nursing:

- The possible combining of the administration of programs across multiple institutions;
- A review of the duplication of program offerings; and
- A review of the viability of the university centers.

After a full review, the committees provided the following findings and recommendations.

1. *SB55 Academics Committee* recommends a cooperative and collaborative relationship for the West River Health Sciences Center. This collaboration will service students in the areas of applied health science, nursing, respiratory care, or other health related degrees in the West River Regional Location. This recommendation supports the founding ideals for the Center and the resulting Letter of Intent by the Joint Appropriations Committee dated May 27, 2020. The recommendation is to eliminate duplication of campus programming, thereby, approving one campus to support Nursing. It is the expectation that the university selected will ramp up their efforts to a class-size of 144 to accommodate the nursing demand for the West River Regional Area. The committee also supports reevaluating the tuition and fee schedule for the pre-nursing students at the Black Hills State University-Rapid City.

2. *SB55 Administrative Committee* recommends the combining of non-faculty exempt, civil service, and faculty for nursing in the West River Regional Area to one campus. SB55 Administrative Committee further supports the retention of Black Hills State University (BHSU) in the pre-nursing program as well as utilizing BHSU personnel services to support students in the West River Regional area for Nursing, Respiratory Care, and other Allied Health Sciences programs.

3. *SB55 Infrastructure Committee* recommends moving all Nursing, Respiratory Care and Allied Health Sciences from the Monument Health facility to the Black Hills State University-Rapid City. NOTE: At the May 2021, BOR meeting a preliminary facility statement was presented to explore the costs and specifics of space needs for these programs. This was approved by the Board of Regents.

As this committee is coming to closure, the action required on West River Nursing will be one of the initial actions required by the Board of Regents. While the reduction of duplication of programs is being recommended, the ramping up of enrollments will be critical to the success by the campus selected. There are current efforts to recruit students for the nursing program which will now be focused and streamlined by the full efforts of the assigned nursing program partnering with BHSU.

IMPACT AND RECOMMENDATION

The following represents the recommendation to the Board of Regents on behalf of the SB55 Taskforce.

1. South Dakota State University (SDSU) to be selected as the primary West River Regional Nursing Program for the Bachelor of Science in Nursing (BSN).

2. The Rapid City delivery site location for USD's Bachelor of Science in Nursing (BSN) will be inactivated effective June 23, 2021. USD will no longer admit students to the program in the Rapid City, West River Regional Area, effective immediately. All of USD's currently admitted students, including the Fall 2021 cohort, will continue toward the completion of their BSN degree from USD with expected graduation of the final cohort in the spring of 2023.

3. A memorandum of understanding (MOU) will be required between BHSU and SDSU to ensure commitment of resources, succinct communications, and efforts for success (including recruitment, retention, and completion) are defined. Dr. Maher will work with the President of SDSU and BHSU to complete that effort.

4. SDSU will work on a plan to increase their admissions from 48 applicants to 72 applicants during the next six months to begin in the Spring of 2022.

5. SDSU will work on a plan to further increase their admissions from 72 applicants to 144 applicants with the Black Hills State University-Rapid City facility design plan.

ATTACHMENTS

None

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 6 – E
DATE: June 23-24, 2021

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SUBJECT

  Collaborative Agreements: Academic Cooperation / Articulation / Transfer

CONTROLLING STATUTE, RULE, OR POLICY

  BOR Policy 5:3 – Agreements and Contracts
  BOR Policy 2:27 – Program to Program Articulation Agreements
  BOR Policy 5:5:3 – Tuition and Fees: Special Course Types
  BOR Policy 2:5 – Transfer of Credit
  BOR Policy 2:26 – Associate Degree General Education Requirements
  Transfer of General Education Block Credit – Reviewed Institutions

BACKGROUND / DISCUSSION

  Agreements on Academic Cooperation – SDSMT
  Board of Regents Policy 5:3 requires board action on a range of items including "Affiliative agreements and other agreements that provide for joint sponsorship of educational programing for which credit shall be awarded." To comply with this requirement, South Dakota School of Mines and Technology (SDSMT) seeks approval to enter into an agreement on academic cooperation with the following institutions:

- Indian Institute of Technology Guwahati (IITG), India (Attachment I)
  IITG is the only academic institution in India that occupied a place among the top 100 world universities (under 50 years of age) in world THE (Times Higher Education) ranking in the year 2014 and continues to maintain its superior position in various National and International rankings. Regarding student exchange, unless otherwise specified in a supplemental written agreement, exchange students will pay tuition and fees to their host institution. 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.

- University of Wollongong, Australia (Attachment II)
  University of Wollongong uses the term "Student Mobility" agreement. This type of agreement includes many details that are included in an exchange agreement, but

(Continued)

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DRAFT MOTION

  Approve the collaborative agreements/MOUs for academic cooperation, articulation, and general education block transfer, as presented in Attachments I-XI.

without the exchange of tuition and fees. Students attending the partner university pay tuition and fees to the host university, rather than the home university.

The South Dakota School of Mines and Technology actively seeks international partnership opportunities with universities that are reviewed and deemed to be a good match in our academic and research areas. These partnerships provide pathways for collaboration in research, and exchange of students, faculty, and staff.

Memorandums of Understanding – NSU and Huron Community Campus

In 2019 the City of Huron, through Huron Community Campus (HCC), invited Northern State University (NSU) to make a formal proposal to offer undergraduate courses at the Huron Community Campus which lead to completion of an Information Technology Certificate. In response to the COVID-19 event, NSU submitted an amendment to the original MOU in 2020 requesting to extend the agreement for one additional year. The current attached MOUs seek to extend the program.

- Undergraduate Programs MOU (Attachment III)
  Beginning Fall 2021 through Summer 2025, NSU seeks to offer coursework in support of 1) programs NSU is authorized to fully offer at HCC: the Associate of Arts in General Studies (AAGS), the Associate of Science in Business Administration (ASBA), and the Bachelor of General Studies (BGS); 2) programs NSU is authorized to fully offer online, including: the Associate of Arts in Criminal Justice (AACJ); 3) goals 1-6 of the SDBOR system general education; 4) prerequisites for the LPN and LPN to RN programs at Southeast Technical College.

- Graduate Programs MOU (Attachment IV)
  Beginning Fall 2021 through Summer 2026, NSU seeks to offer coursework in support of graduate programs NSU is authorized to fully offer at HCC: the MSEd in Teaching and Learning, and the MS Ed in Leadership and Administration.

In the agreements, HCC agrees to pay/reimburse NSU for 100% of customary instructional expenses and 100% of disability support services associated with the delivery of the courses/program. HCC also agrees to pay NSU an administrative fee of $10.00 (undergraduate) and $25.00 (graduate) for each credit hour of externally funded courses students are enrolled. In turn, each term NSU agrees to submit the required documents to the South Dakota Board of Regents to request the externally funded tuition rate.

Articulation Agreements – USD

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.

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 Science degree in Applied Health Sciences at Black Hills State University (BHSU) can apply credit toward the Bachelor of Science degree in Dental Hygiene at USD (Attachment V).

- Students who have completed coursework in the Associate of Science degree in Business Administration at Sisseton Wahpeton College (SWC) can apply credit toward the Bachelor of Business Administration degree at USD (Attachment VI).

- Students who have completed coursework in the Associate of Science degree in Addiction and Diversity Counseling at Sisseton Wahpeton College (SWC) can apply credit toward the Bachelor of Science degree in Addiction Counseling and Prevention at USD (Attachment VII).

- Students who have completed coursework in the Associate of Applied Science degree in Nursing (RN) at Southeast Technical College (STC) can apply credit toward the Bachelor of Science degree in Nursing (RN-BSN) at USD (Attachment III).

- Students who have completed coursework in the Dental Assistant program at Lake Area Technical College (LATC) can apply credit toward courses in the Department of Dental Hygiene at USD (Attachment IX).

- Students who have completed coursework in the Dental Assisting program at Western Iowa Tech Community College (WITCC) can apply credit toward courses in the Department of Dental Hygiene at USD (Attachment X).

General Education Block Transfer – USD – Sisseton Wahpeton College

Board of Regents Policy 2:5 outlines the framework for coordinating the block transfer of General Education coursework for students entering the Regental system with an earned Associate of Arts (AA) or Associate of Science (AS) degree. Institutional Registrars are asked to evaluate the General Education goals and learning outcomes from the sending institution to determine alignment with the AA and AS requirements outlined in BOR Policy 2:26. During the August 2016 meeting, AAC approved the creation of the GE Block Transfer Form which shall be used by institution performing the assessment.

Personnel at the University of South Dakota have performed a review of the General Education requirements at Sisseton Wahpeton College, and recommend the creation of a GE Block Transfer agreement with this institution for students entering the Regental system with an Associate of Arts degree in General Studies awarded (Attachment XI). The AA degree program in General Studies at the SWC requires a total of 32 credit hours of

General Education coursework, and the course equivalencies align with all existing Regental system General Education goals and outcomes.

IMPACT AND RECOMMENDATION

Board staff recommends approval of all agreements presented.

ATTACHMENTS

Attachment I – Agreement on Academic Cooperation: SDSMT & IITG
Attachment II – Agreement on Academic Cooperation: SDSMT & UW
Attachment III – NSU and HCC Memorandum of Understanding – Undergrad Programs
Attachment IV – NSU and HCC Memorandum of Understanding – Graduate Programs
Attachment V – USD Articulation Agreements: BHSU
Attachment VI – USD Articulation Agreements: SWC (BBA degree)
Attachment VII – USD Articulation Agreements: SWC (BS degree)
Attachment VIII – USD Articulation Agreements: STC
Attachment IX – USD Articulation Agreements: LATC
Attachment X – USD Articulation Agreements: WITCC
Attachment XI – Transfer of General Education Block Credit Form: Sisseton Wahpeton College

MEMORANDUM OF UNDERSTANDING

BETWEEN

SOUTH DAKOTA SCHOOL OF MINES AND TECHNOLOGY
RAPID CITY, SOUTH DAKOTA, UNITED STATES

AND

INDIAN INSTITUTE OF TECHNOLOGY GUWAHATI, INDIA

In the field of Research Collaboration, Student and Faculty Exchange

1.0 Preamble

SOUTH DAKOTA SCHOOL OF MINES AND TECHNOLOGY, herein referred as "**SOUTH DAKOTA MINES**", has its headquarters in Rapid City, South Dakota, United States. Founded in 1885 to provide instruction in the region's primary industry, mining, today South Dakota Mines has evolved into one of the leading science and engineering universities in the region. South Dakota Mines is committed to excellence in science and engineering academics and research, and to developing the next generation of leaders and problem-solvers.

INDIAN INSTITUTE OF TECHNOLOGY GUWAHATI (IITG) is an autonomous body incorporated under the Institute of Technology Act 1961, as amended by the Institute of Technology (Amended) Act, 1994, having its address at Guwahati, 781039, Assam (hereinafter called "IITG" which expressions shall, unless repugnant to the context or meaning thereof includes its successors and permitted assigns) of the Second Part. IIT Guwahati is the only academic institution in India that occupied a place among the top 100 world universities – under 50 years of age – in world THE ranking, in the year 2014 and continues to maintain its superior position even today in various National and International Rankings. It is one of the most dynamic institutions India, with one of the most beautiful educational campuses in the country that provides an ideal setting for learning and research. The institute is fully residential for the students, enriched with world-class facilities and is empowered with a young dynamic faculty and staff.

MoU/IITG/SDSMT/244

INDIAN INSTITUTE OF TECHNOLOGY GUWAHATI (IITG) and **SOUTH DAKOTA SCHOOL OF MINES AND TECHNOLOGY (SOUTH DAKOTA MINES)**, hereinafter collectively referred to as 'the Parties' and individually as 'the Party'.

2.0 Purpose:

Desiring to promote co-operation in academic education and research.

HAVE REACHED the following understanding:

Article 1: Forms of Cooperation

The Parties envisage the following cooperation within the scope of this Memorandum of Understanding (MoU):

Article 1.1: Exchange of Students

Organization of study visits and training, participation in Bachelors', Masters' and Doctoral courses, recognition of academic credits approved by respective statutory bodies, guidance and supervision of student's theses and project works. Unless otherwise specified in a supplemental written agreement, students will be responsible for meeting their own costs of living and paying tuition and fees to the host institution. Towards this purpose, a few scholarships to meet their living expenses partly or wholly may be explored from both sides.

Article 1.2: Exchange of Faculty members

Planning and handling of academic programs and courses organization of seminars, workshops and conferences including the exchange of mutual experiences in teaching, research and industrial practice.

Article 1.3: Exchange in Research

Joint programmes in research and developments including exchange of publication and reports.

Article 1.4: Twin Programmes

Explore possibilities of joint twining programs interdisciplinary areas of specialization of high relevance to both Parties.

Article 1.5: Centre of Excellence

Creation of Centre of Excellence in specialized fields of mutual interest in science, engineering, technology, math, and management.

Article 1.6: Others

To jointly organize short-term continuing education programmes, to organize seminars,

MoU/IITG/SDSMT/244

conferences, or workshops on topics of mutual interest, and invite faculty members from both the institutions to participate therein.

Article 2: Specific Co-Operation Projects

Specific co-operation projects shall be negotiated separately between the Parties and in each specific case shall be established as separate written agreements, stating the respective rights and obligations of the Parties. Such an agreement for collaboration or exchange programmes will be legitimised by the completion of a specific MoU. In case of any ambiguity or disagreement between the terms and conditions of this MoU and those of the separate agreement as mentioned above, the terms and conditions of such separate agreement shall prevail over the terms of this MoU.

Article 3: Financial Obligations

There will be no financial obligations on both the Parties under this agreement.

Article 4: General Coordinators

Each Party shall designate an administrative office to oversee and facilitate the implementation of any agreements arising out of this MoU. National regulations and customs shall be mutually respected.

Article 5: Intellectual Property Rights

IITG and SOUTH DAKOTA MINES agree to respect each other's right to intellectual property. Further, all rights linked to ideas, inventions and patents generated during the MoU, shall remain the common intellectual property of the Parties. The Parties shall not pass on or give usage rights of such property to any third party without the consent of the other party.

Article 6: Dispute Settlement

Any dispute, controversy, or claim arising out of or in relation to this MoU, including the validity, invalidity, breach or termination thereof, shall be settled by the parties amicably through mutual consultations and negotiations.

Article 7: Liability

Except for loss or damages caused through gross negligence or intent, the Parties shall have no liability to each other hereunder.

Article 8: Legal Relationship

This MoU shall be construed as a statement of purpose to promote a genuine and mutually beneficial collaboration between the Parties. Nothing in this MoU shall be constructed to create any legal relationship between the Parties.

MoU/IITG/SDSMT/244

Article 9: Coming into Force, Amendment and Termination

This MoU shall come into force from the date of its signatures and shall remain valid for a period of 5 years. This MoU may be modified, renewed or extended with the mutual written consent of the Parties. Either party may terminate this MoU by giving six (6) months' notice in writing to the other Party.

Done at _Guwahati_ on this _25th_ day of _March_ 2021, in two originals in the English language, one for each Party.

IN WITNESS THEREOFF, both the parties have caused this MoU to be signed by their duly authorized representatives.

Signed on behalf of IITG: Signed on behalf of SOUTH DAKOTA MINES:

Prof. T.G. Sitharam   **Jim Rankin, PhD, PE**
Director   **President**
Indian Institute of Technology Guwahati   South Dakota School of Mines & Technology
Assam - 781039, India   Rapid City, South Dakota 57701 USA

Date: _25/03/2021_   Date: _____

Place: _Guwahati_   Place: _____

Witnessed by: Witnessed by:

[Prof. Mihir Kumar Purkait]   [Susan R. Aadland]
Dean   Director
Alumni & External Relations   Ivanhoe International Center
Indian Institute of Technology Guwahati,   South Dakota Mines
Assam - 781039, India   Rapid City, South Dakota 57701, USA

Signed: _IIT Guwahati_   Signed: _____

Date: _25/03/2021_   Date: _____

MoU/IITG/SDSMT/244

Student Mobility Agreement

DETAILS

PARTIES	
UOW	**UNIVERSITY OF WOLLONGONG** (ABN 61 060 567 686), of Northfields Avenue, University of Wollongong, NSW 2522, Australia.
PARTNER INSTITUTION	**Name:** **SOUTH DAKOTA SCHOOL OF MINES AND TECHNOLOGY** **Address:** 501 East Saint Joseph Street, Rapid City, SD, 57701, United States

PARTICULARS	
COMMENCEMENT DATE	Date of last signature to this Agreement
END DATE	5 YEARS from the Commencement Date
PROGRAMS	Study Abroad Program
PREVIOUS AGREEMENT	N/A
STUDENT LEVEL	This Agreement applies to Applicants and Students at undergraduate and postgraduate level
SPECIAL CONDITIONS	None

CONTACT DETAILS	
UOW REPRESENTATIVE	**Name:** Ashley Tanks **Position:** Manager, Student Mobility **Postal Address:** Northfields Ave, NSW 2522 Australia **Email:** atanks@uow.edu.au **Phone:** +612 4221 5011
PARTNER INSTITUTION REPRESENTATIVE	**Name:** Suzi Aadland **Position:** Director, Ivanhoe International Center **Postal Address:** 501 E Saint Joseph St, Rapid City, SD 57701, United States **Email:** suzi.aadland@sdsmt.edu or international@sdsmt.edu **Phone:** +1.605.394.6884

UNIVERSITY
OF WOLLONGONG
AUSTRALIA

TERMS

1.   DEFINITIONS

All capitalized terms used in this Agreement are defined in clause 20.2 or in the Details table starting on page 1.

2.   TERM

2.1   This Agreement will commence on the Commencement Date and expire at the End Date unless terminated earlier in accordance with this Agreement.

2.2   Where the Commencement Date is earlier than the date the last date of signature to this Agreement, the Parties are bound by the terms of this Agreement from the Commencement Date, regardless of the date of execution of this Agreement.

3.   PREVIOUS AGREEMENT

3.1   The Parties agree that the Previous Agreement, if any, is terminated from the day before the Commencement Date.

4.   SELECTION AND ADMISSION OF STUDENTS

4.1   The Home Institution will assess applications received from Applicants in accordance with the Home Institution's usual assessment and acceptance procedures.

4.2   Applicants will be required to make a formal application to the Host Institution for admission into the relevant Activity.

4.3   Applicants must satisfy the academic admission requirements and the language entry requirements of the Host Institution for acceptance into an Activity.

4.4   The Host Institution reserves the right to determine the final admission eligibility of each Applicant nominated by the Home Institution.

4.5   Students must:

(a)   have studied at their Home Institution for at least one academic year; and

(b)   be enrolled on a full-time basis at the Host Institution

unless otherwise agreed between the Parties.

5.   ACTIVITY PARTICULARS

5.1   The relevant Schedule for each Activity sets out:

(a)   the Number of Participants for an Activity;

(b)   the duration of an Activity;

(c)   the costs of an Activity;

(d)   if applicable, any special admission and selection criteria.

6.   RESPONSIBILITIES OF HOST INSTITUTION

STUDENT SERVCES

6.1   The Host Institution must issue to each Successful Applicant a formal letter of admission and any other documents as may be required to establish their student status for visa or other purposes.

6.2   The Host Institution must:

(a)   allow Students to enroll in any courses at the Host Institution for which the Student has met the entry requirements and is eligible to enroll;

(b)   make available to the Student all student services and facilities of the Host Institution, including student support services;

(c)   teach and assess Students in the same manner as regular degree students with respect to the subjects they are enrolled in; and

(d)   nominate a contact who will provide advisory support to Students during normal business hours.

STUDENT INFORMATION

6.3   The Host Institution agrees to notify the Home Institution within 14 days if a Student;

(a)   fails to commence an Activity;

(b)   is excluded from the Activity;

(c)   withdraws from the Activity; or

(d)   fails to satisfactorily complete the Activity.

6.4   Unless otherwise detailed in a Schedule at the completion of the agreed period of study, the Host Institution will provide an official academic transcript for each Student to the Home Institution provided the Host Institution has received written consent from the Student and all debts owing to the Host Institution have been cleared.

SAFETY AND EMERGENCY ASSISTANCE

6.5   The Host Institution will :

(a)   inform the Home Institution within 24 hours of being advised of any Critical Incident involving a Student of the Home Institution;

(b)   provide an emergency telephone contact person or service available 24 hours a day, 7 days a week;

(c)   provide all reasonable assistance to Student affected by a Critical Incident; and

(d)   provide a contact point for other seeking information or assistance concerning a Critical Incident, including consular staff, a Student's emergency contact or family and staff of the Home Institution, without breaching any relevant privacy obligations.

6.6   The Host Intuition will provide information as part of the formal orientation program, and/or electronically, on:

(a)   safety, security and policy services available on and off campus, including contact telephone numbers for those services;

(b)   any known security risks and mitigation strategies for those risks on and off campus in the Host Institution's country;

(c)   risks and mitigation strategies for activities likely to be undertaken by Students in the Host Institution's country (including the rental and driving of motor vehicles and outdoor activities) especially those activities with which Students are likely to be unfamiliar.

7.   RESPONSIBILITIES OF THE HOME INSTITUTION

HOST COUNTRY AND ACTIVITY INFORMATION

7.1   The Home Institution must ensure that, upon receipt, it distributes to Successful Applicants, any information sent by the Host Institution.

7.2   The Home Institution will use reasonable endeavours to ensure that Successful Applicants are briefed on the requirements for the Activity and are aware that they must represent their Home Institution and country in a positive manner and to the best of their ability.

SAFETY AND SECURITY INFORMATION

7.3   The Home Institution must provide a safety briefing and/or materials to Successful Applicants prior to departure from their home country, which includes the importance of observing local laws and regulations, being sensitive to local customs and practice and maintain a sense of safety and personal security awareness in unfamiliar environments.

8.   STUDENT CONDUCT AND RESPONSIBILITIES

8.1   Students are responsible for obtaining their own visas, completing the required immigration formalities and abiding by the conditions of the Student's visa for the duration of Activity at the Host Institution.

8.2   Students will be expected to abide by the:

(a)   laws and customs of the Host Institution's country; and

(b)   policies and regulations of the Host Institution (which will be made available to Students on arrival).

8.3   The Host Institution may terminate the participation of any Student in an Activity with immediate effect in the event of a serious breach of such laws and policies referred to in clause 8.2.

8.4   Students will have the same academic, social and personal rights as those afforded to other students at the Host Institution.

9.   ACCOMMODATION

9.1   Both Parties will use reasonable endeavours to assist Students to find appropriate accommodation either on or off campus.

9.2   Students shall pay all accommodation expenses, including application fees, directly to the appropriate residence or accommodation office, unless an invoicing arrangement between the Parties has been agreed upon in writing.

9.3   Students living in Host Institution operated residences will be expected to comply with the rules, procedures and accepted standards of behaviour for such residences.

10.   PROMOTION AND USE OF NAME

10.1   Each Party agrees to promote the Activities by communicating the opportunity to participate in Activities, to its students.

10.2   A Party must not use the name, trademark or logo of the other Party in any advertising, marketing or promotional material without the prior written approval of an authorised representative of that Party.

11.   COMPLIANCE WITH ESOS ACT

11.1   The Partner Institution acknowledges that UOW, as an Australian provider of education and training courses to overseas students, is required to comply with the *Education Services of Overseas Students Act 2000* (**ESOS Act**) and the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007* (**National Code**) which is made under and forms part of the ESOS Act.

11.2   The Partner Institution confirms it has been made aware of the requirements of the ESOS Act and the National Code by UOW and agrees to assist UOW to comply with those requirements.

11.3   The Partner Institution, in any internal publications, agrees to refer students to the UOW website (www.uow.edu.au) for further information and to include the Commonwealth Register of International Courses for Overseas Students (**CRICOS**) Provider Number 00102E when identifying UOW.

12.   PREVENTION OF EXPLOITATION

12.1   The Parties are committed to taking action against Exploitation. To the extent it is within their control, each Party must take reasonable action to address the Exploitation or risk of Exploitation.

12.2   The Partner Institution acknowledges that where the Australian Government Department of Foreign Affairs and Trade (**DFAT**) has provided funding for an activity the subject of this Agreement UOW is required to comply with the *Preventing Sexual Exploitation, Abuse and Harassment Policy* (**PSEAH Policy***)* published by DFAT (as amended from time to time).

12.3   Where UOW advises the Partner Institution that the PSEAH Policy applies to activities under this Agreement, the Partner Institution must ensure that:

(a)   it complies with the PSEAH Policy, including applying the minimum standards required by DFAT; and

(b)   its activities associated with performing this Agreement do not cause UOW to breach the PSEAH Policy.

13.   PRIVACY

13.1   The Partner Institution acknowledges that UOW is an organisation bound by the Privacy Laws in respect of Personal Information received or held in connection with this Agreement.

13.2   The Partner Institution agrees to comply with:

(a)   relevant domestic privacy or data protection laws applicable to the Partner Institution; or

(b)   where there no relevant domestic privacy or data protection laws applicable to the Partner Institution, the Privacy Laws

in relation to Personal Information collected or held in connection with this Agreement.

13.3   Each Party agrees to provide all such assistance reasonably required by the other Party to ensure compliance with the respective legislation referred to in clauses 13.1 and 13.2.

13.4   The Parties must ensure that Applicants and Students from whom they collect Personal Information are notified of, and consent to:

(a)   that Party disclosing that Personal Information to the other Party in accordance with this Agreement; and

(b)   the Parties using that Personal Information for activities contemplated under this Agreement.

14.   INSURANCE

14.1   Each Party shall maintain at its expense adequate insurance cover (or equivalent) to properly cover the obligations and liability of a Party arising under this Agreement, for as long as those obligations and that liability exists.

14.2   Upon request by a Party, the other Party must provide evidence of such insurance cover to the requesting Party.

14.3   Students will be required to have medical insurance of a type and amount acceptable to the Host Institution for the duration of an Activity and any associated period of travel or stay in the Host Institution's country.

14.4   All Students attending UOW on a student visa must maintain Overseas Student Health Cover as required by the Australian Government, covering them for the entire duration of their visa.

14.5   Students will be responsible for all expenses associated with obtaining the required insurance.

15.   TERMINATION

CAUSES OF TERMINATION

15.1   Either Party may terminate this Agreement immediately in writing if the other Party suffers a Termination Event.

15.2   The Parties may jointly terminate this Agreement at any time by written agreement.

CONSEQUENCES OF TERMINATION

15.3   Upon termination of this Agreement for any reason, no new Students shall participate in an Activity.

15.4   The Parties acknowledge that upon termination of this Agreement, the interests of the Students are paramount and all efforts will be made by both Parties to ensure Students are able to complete the relevant Activity they are currently undertaking.

16.   FORCE MAJEURE

16.1   If the performance of this Agreement or any obligations under this Agreement, is prevented, restricted, or interfered with by reason of Force Majeure, the affected Party, upon giving prompt notice to the other Party, is excused from such performance to the extent of such prevention, restriction, or interference.

16.2   The affected Party must use its best efforts to avoid or remove the Force Majeure or to limit the impact of the event on its performance and must continue performance of this Agreement as soon as practicable when the Force Majeure is removed.

16.3   If an event of Force Majeure has the effect of substantially preventing performance of this Agreement by a Party for a period of more than 60 days, the unaffected Party may by notice to the affected Party terminate this Agreement in accordance with clause 15.

17.   DISPUTE RESOLUTION

17.1   If any dispute arises out of, or in relation to this Agreement, a Party may not commence any court proceedings relating to the dispute unless that Party has complied with this clause, except where the Party seeks urgent interlocutory relief.

17.2   A Party claiming that a dispute has arisen under this agreement must give written notice to the other Party, specifying the nature of the dispute.

17.3   On receipt of that notice, the Parties must endeavour to resolve the dispute expeditiously using informal dispute resolution techniques such as negotiation, mediation or similar techniques agreed by the Parties.

17.4   Each Party must continue to perform its obligations under this agreement, notwithstanding the existence of a dispute.

18.   NOTICES

18.1   A notice in connection with this Agreement must be in writing and sent to the address of the receiving Party in the Details.

19.   GENERAL

ENTIRE AGREEMENT

19.1   This Agreement supersedes all previous oral or written communications, understandings or agreements between the Parties in respect of its subject matter and embodies the entire agreement between the Parties.

GOVERNING LAW AND JURISDICTION

19.2   Not Used

VARIATION

19.3   A variation of this Agreement must be in writing and signed by the authorised representatives of each Party.

ASSIGNMENT

19.4   A Party must not assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.

RELATIONSHIP

19.5   This Agreement does not create any legal partnership, trust, joint venture, agency or employee relationship between the Parties. A Party may not enter into any agreement or incur any liabilities on behalf of the other Party and may not represent to any person that it has authority to do so.

WAIVER

19.6   No failure or delay by either Party to exercise a right or remedy under this Agreement shall be construed or operate as a waiver of that right or remedy. A right or remedy under this Agreement can only be waived by notice in writing signed by the Party waiving the right. A waiver by one Party under this clause does not prejudice its rights in respect of any subsequent breach of this Agreement by the other Party.

SIGNATORIES

19.7   Each Party warrants that its signatories to this Agreement have authority to enter into this Agreement on behalf of that party.

NO DISADVANTAGE

19.8   No part of this Agreement is to be construed to the disadvantage of a Party because that Party was responsible for its preparation.

EXECUTION

19.9   *Counterparts*

This Agreement may be executed by each Party separately executing a counterpart and exchanging those counterparts. The counterparts together will constitute one legally binding agreement.

19.10   *Countersignature of Electronic Copy*

This Agreement may be executed by:

(a)   one party signing this Agreement and sending a scan of that signed version to the other Party by electronic means; and

(b)   the second Party countersigning the copy of the Agreement signed by the first Party, at which point the Agreement becomes binding.

19.11   *Electronic Delivery*

Delivery of a signed copy of this Agreement by electronic means will have the same effect as delivering a signed original.

SEVERABILITY

19.12   If any provision of this Agreement is held to be invalid, unenforceable or illegal for any reason, the validity, enforceability or legality of the remaining provisions of this Agreement will not in any way be affected or impaired unless the severing of those provision/s materially alters the nature or material terms of this Agreement. The Agreement must be read in a manner that as close as possible gives effect to the original intent of the Parties.

SURVIVAL

19.13   Clauses 10.2, 12, 14, 15.4, 17, **Error! Reference source not found.**, 19.13 and any accrued right survive expiry or earlier termination of this Agreement.

20.   INTERPRETATION

20.1   In this Agreement, unless the contrary intention appears:

(a)   terms used in the first column of the Details have the meaning attributed to them in the second column of the Details;

(b)   words referring to gender include any other gender;

(c)   words in the singular include the plural and words in the plural include the singular;

(d)   clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;

(e)   reference to any agreement or document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this Agreement or that other agreement or document;

(f)   reference to any legislation or to any provisions of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it;

(g)   reference to the word "including" is not to be construed as an expression of limitation;

(h)   reference to a right or obligation or any two or more persons confers that right or imposes that obligation jointly and severally;

(i)   words referring to a person include a partnership and a body whether corporate or otherwise;

(j)   reference to conduct includes any omission or negligent act;

(k)   where any conflict arises between the terms and conditions contained in this Agreement and any part of the Schedules (and attachments if any), the terms and conditions of the Agreement prevail; and

(l)   where an act is required to be performed or a payment required to be made on a day that is not a business day, the act will be required to be performed or the payment required to be made on the following business day.

20.2   In this Agreement:

(a)   **Activity** means the relevant Program or Programs listed in the Details and further explained in the Schedule(s).

(b)   **Agreement** means this document including these Terms, the Details, the Schedules and any attachments;

(c)   **Applicant** means a student of the Home Institution who submits an application for participation in an Activity;

(d)   **Critical Incident** means an incident arising from any emergency which affects a Student or Students including:

(i)   serious illness or death;

(ii)   family crises;

(iii) accidents and injuries;

    (iv)   natural disasters;

    (v)   extreme political disturbance or civil unrest;

    (vi)   outbreak of infectious disease;

    (vii)   acts of terrorism or war;

    (viii) arrest;

    (ix)   being a victim of crime; or

    (x)   missing person reports.

(e)   **Exploitation** means any actual or attempted abuse of a position of vulnerability, differential power, or trust for commercial, personal or sexual purposes and includes human trafficking, slavery, servitude, forced labour (including child labour), debt bondage, deceptive recruiting for labour or services and sexual exploitation, abuse or harassment.

(f)   **Force Majeure** means:

    (i)   an act of God;

    (ii)   fire;

    (iii)   lightning;

    (iv)   explosions;

    (v)   flood;

    (vi)   subsidence;

    (vii)   insurrection or civil disorder or military operations, government or quasi-government restraint;

    (viii) expropriation, prohibition, intervention, direction or embargo;

    (ix)   inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licences or authorities;

    (x)   strikes, lock-outs or other industrial disputes of any kind; or

    (xi)   any other cause whether similar or not to the foregoing,

outside the affected Party's control.

(g)   **Home Institution** means the Party from which a Student is approved and sent to participate in an Activity;

(h)   **Host Institution** means the Party which has agreed to receive a Student from his or her Home Institution to participate in an Activity;

(i)   **Number of Participants** means the number of Students from each Party eligible to participate in an Activity in any one academic year and outlined in a Schedule;

(j)   **Overseas Student Health Cover** means specified health insurance required by the Australian Government for students Studying on an Australian student visa;

(k)   **Party** means either UOW or the Partner Institution as the context requires and Parties means both UOW and the Partner Institution;

(l)   **Personal Information** means information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion;

(m)   **Privacy Laws** means the *Privacy and Personal Information Protection Act 1998* (NSW) and the *Health Records and Information Privacy Act 2002* (NSW) and any other privacy-related legislation (to the extent such other legislation applies to a Party) from time to time in force in any Australian jurisdiction;

(n)   **Student** means an Applicant who has been selected by the Home Institution and accepted by the Host Institution to participate in an Activity and has formally enrolled with the Host Institution;

(o)   **Successful Applicant** means an Applicant who has been selected by the Home Institution and accepted by the Host Institution to participate in an Activity but has not yet formally enrolled with the Host Institution; and

(p)   **Termination Event** means where one of the following events occurs:

    (i)   a Party becomes insolvent or has a liquidator, administrator or receiver appointed over the whole or part of its assets or if any application or order is made or resolution passed for placing a Party in administration or ordering its winding up;

    (ii)   a Party, where a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving;

(iii) a Party commits a breach of this Agreement and where capable of remedy is not remedied within 30 days of receipt of notice from the other Party regarding the breach; or

(iv) a Party engages in any act, omission or conduct which is deemed by the other Party in its absolute discretion to undermined, jeopardise or damage the professional repute and credentials of that Party as an educational institution.

EXECUTED AS AN AGREEMENT

EXECUTED for and on behalf of **UNIVERSITY OF WOLLONGONG (ABN 61 060 567 686)**
by its authorised representative, who warrants by his or her signing that he or she has authority to sign this Agreement

Name of Authorised Representative →   Professor Alex Frino

Position of Authorised Representative →   Deputy Vice-Chancellor (Global Strategy)

Signature of Authorised Representative →

Name of Witness →

Signature of Witness →

Date of Signature →

EXECUTED for and on behalf of **SOUTH DAKOTA SCHOOL OF MINES AND TECHNOLOGY**
by its authorised representative, who warrants by his or her signing that he or she has authority to sign this Agreement

Name of Authorised Representative →   Jim Rankin, PhD, PE

Position of Authorised Representative →   President

Signature of Authorised Representative →

Name of Witness →

Signature of Witness →

Date of Signature →

SCHEDULE 1– ACTIVITY: STUDY ABROAD PROGRAM

1.   STUDY ABROAD PROGRAM

1.1   Where a Student is accepted into the Study Abroad Program (**Activity**), the following terms apply.

2.   NUMBER OF PARTICIPANTS

2.1   Each Party agrees there is no limit on the Number of Participants that a Party may accept over an agreed period of time.

2.2   The Parties agree that an absence of Students for an academic year does not affect the operation of this Agreement.

3.   DURATION OF ACTIVITY

3.1   The period of the Activity may be for:

(a)   one semester; or

(b)   two semesters

to a maximum of once academic year.

3.2   Any extension of a one semester Activity shall only be permitted with the agreement of both Parties.

4.   ADMISSION REQUIREMENTS

4.1   Each Applicant must satisfy:

(a)   academic admission requirements; and

(b)   language entry requirements

as determined by the Host Institution, for acceptance into the Activity.

4.2   Unless otherwise agreed between the Parties, an Applicant must have completed at least one year of study at the Home Institution.

4.3   The Host Institution reserves the right to determine the final admission eligibility of each Applicant.

4.4   Successful Applicants must be enrolled on a full time basis at the Host Institution, unless otherwise agreed between the Parties.

5.   COSTS

5.1   Each Student will pay tuition and other compulsory fees applicable for the period of the Activity at the Host Institution.

5.2   The Host Institution will notify Students in advance of any additional costs to be incurred and these will be the responsibility of the Student.

5.3   Each Student will responsible for paying all personal expenses including but not limited to housing, meals, books, sorts activities, travel and health insurance and all travel costs.

5.4   Each Student is responsible for all costs associated with obtaining their student visa.

Memorandum of Understanding
For Northern State University
Undergraduate Academic Programs
Delivered at Huron Community Campus

Northern State University   Huron Community Campus
1200 South Jay Street   939 Ohio Avenue SW
Aberdeen SD 57401   Huron SD 57350

                                                   City of Huron
                                                   PO Box 1369
                                                   239 Wisconsin Ave SW
                                                   Huron SD 57350

Referred to as NSU   Referred to as HCC

Northern State University prepared this Memorandum of Understanding (MOU) in response to a formal request by the City of Huron, through Huron Community Campus to offer undergraduate programs and courses at Huron Community Campus located at 939 Ohio Avenue SW, Huron SD in support of:

- One (1) NSU undergraduate degree that NSU is authorized to offer in full at HCC, which NSU offers in full at HCC:
    - Associate of Arts in General Studies
- Two (2) NSU undergraduate degrees that NSU is authorized to offer in full at HCC, which at this time NSU offers in part at HCC:
    - Associate of Science in Business Administration
    - Bachelor of General Studies
- One (1) NSU undergraduate degree that NSU is authorized to offer online, which at this time NSU offers all general education courses and several supporting courses at HCC:
    - Associate of Arts in Criminal Justice
- Courses that meet Goals 1-6 of the South Dakota Board of Regents (SDBOR) system general education.
- Courses that meet pre-requisites for LPN and LPN to RN programs at Southeast Technical College.

This agreement requires minimum enrollments for courses delivered at HCC. Courses eligible for the Externally Funded Tuition Rate require 15 enrollments in each class. However, HCC can request course delivery with fewer than 15 students but more than five (5).

NSU and HCC MOU 2021-2025: Undergraduate Academic Programs

Date: March 31, 2021

This MOU outlines the agreement between Northern State University and Huron Community Campus. The MOU addresses the management of services supporting NSU undergraduate academic courses and programs.

I.   RESPONSIBILITIES

Beginning fall 2021 through summer 2025, NSU agrees to offer coursework in support of 1) programs NSU is authorized to fully offer at HCC: the Associate of Arts in General Studies (AAGS), the Associate of Science in Business Administration (ASBA), and the Bachelor of General Studies (BGS); 2) programs NSU is authorized to fully offer online, including: the Associate of Arts in Criminal Justice (AACJ); 3) goals 1-6 of the SDBOR system general education; 4) pre-requisites for the LPN and LPN to RN programs at Southeast Technical College as outlined in Addendum A. Section III of this MOU outlines the process to request changes to Addendum A.

Per the South Dakota Board of Regents policy 5:5:3 HCC agrees to pay/reimburse NSU for 100% of customary instructional expenses (which may include, but are not limited to, instructor pay, required benefits, legal fees incurred resulting from HCC/The City of Huron actions, and unemployment claims paid) and 100% of disability support services (which may include interpreter services, equipment, materials, and travel) associated with the delivery of the courses at HCC. Huron Community Campus agrees to pay NSU administrative support at the rate of $10.00 for each credit hour of externally funded courses offered by NSU at HCC. Each term, NSU agrees to submit the required documents to SDBOR to request the self-support externally funded tuition rate.

a. Upon approval of SDBOR, the self-support externally funded tuition rate will apply to all NSU courses delivered at HCC.

b. The full off campus tuition rate will apply to all NSU courses delivered online at NSU.

c. Tuition is payable to NSU no later than the published Census Date for each term. Students are responsible for paying tuition and other NSU charges via the students' Self-Service Banner account or mailing tuition payments directly to the Office of Online & Continuing Education or Finance Office.

d. A student's request to drop or withdraw will process according to the SDBOR policy.

e. The NSU Finance Office will invoice HCC at the beginning of each semester for instructional and administrative support charges after the published Census Date. Payment is due 30 days from the date of the invoice.

f. The NSU Finance Office will invoice HCC for prorated unemployment claims paid on behalf of full-time lecturers assigned to teach NSU classes at HCC.

g. Instructors will submit final course grades following the evaluation procedures listed in the course syllabi.

NSU and HCC MOU 2021-2025: Undergraduate Academic Programs

Date: March 31, 2021

II.   Program

The NSU Associate Vice President for Academic Affairs (AVPAA) is the official liaison between NSU and HCC. The NSU Director of Online & Continuing Education (OCE) is responsible for managing the day-to-day administrative operations of NSU courses/programs delivered at HCC. Academic issues remain the responsibility of the respective Academic Units at NSU. The AVPAA and the Director of OCE will collaborate with the Executive Director of HCC on a routine basis.

III.   Course Scheduling

The NSU AVPAA, NSU Director of OCE, and Executive Director of HCC will collaborate and will also work with NSU deans and chairs of Academic Units to develop and propose a mutually agreed upon four-year course schedule (see Addendum A). The NSU Provost, NSU Deans Council, and HCC Board of Directors will review and approve the four-year course schedule. Requests to change the four-year course rotation must be submitted in writing to the NSU AVPAA and Director of OCE at least 90 days before the term start date. NSU may cancel classes that do not meet minimum enrollment standards at any time before the first day of class.

Term	Term Start Date	90 Day Deadline
Fall 2021	August 23, 2021	May 25, 2021
Spring 2022	January 10, 2022	October 12, 2021
Summer 2022	May 31, 2022	March 2, 2022
Fall 2022	August 22, 2022	May 24, 2022
Spring 2023	January 9, 2023	October 11, 2022
Summer 2023	May 30, 2023	March 1, 2023
Fall 2023	August 21, 2023	May 23, 2023
Spring 2024	January 8, 2024	October 10, 2023
Summer 2024	May 30, 2024	March 1, 2024
Fall 2024	August 26, 2024	May 28, 2024
Spring 2025	January 13, 2025	October 15, 2024
Summer 2025	May 27, 2025	February 26, 2025

IV.   Faculty Assignments

NSU is responsible for recruiting and hiring highly qualified faculty to deliver the scheduled courses each term. NSU follows South Dakota Board of Regents (SDBOR) Policy 2:13; Higher Learning Commission Assumed Practices (https://www.hlcommission.org/Policies/assumed-practices.html); and NSU Determining Faculty Qualifications Policy in assigning instructors to courses scheduled for delivery at HCC. Northern may assign adjuncts, or full-time faculty, or hire full-time lecturers/instructors to teach courses scheduled for delivery at HCC. Teaching assignments are at the discretion of the NSU Academic Unit chair, dean, AVPAA, and Provost/VPAA. Faculty assigned to teach NSU classes must submit a CV/Resume, Official

NSU and HCC MOU 2021-2025: Undergraduate Academic Programs

Date: March 31, 2021

Graduate Transcripts, References, and required employment documents. Faculty assigned to courses eligible for Externally Funded Tuition Rate must submit the course syllabus to OCE staff no later than 90 days before the term start date (see table in Section III).

If qualified faculty are not available to deliver NSU courses face-to-face at HCC, NSU may cancel scheduled course(s). However, HCC may request course delivery via the Dakota Digital Network (DDN), online, or HyFlex with the approval of the NSU Academic Unit chair, dean, AVPAA, or Provost/VPAA.

Individuals assigned to teach courses coordinated with OCE must submit a Course Proposal available in the myNSU portal under Faculty Resources > Online & Continuing Education > OCE Links. Adjuncts or faculty with any questions about how to access the Course Proposal form should contact OCE staff directly. To complete the Request for Reduced Tuition (RRT) process the course proposal, syllabus, CV/Resume, and employee personal information form must be submitted to OCE no later than 90 days prior to the term start date. Courses/Request for Reduced Tuition not approved prior to the deadline may not be delivered for the scheduled term.

V.   Delivery Site

HCC will make available the necessary space to deliver the scheduled courses each term at Huron Community Campus, 939 Ohio Street, or the Campus Center, 333 9th Street SW. Accommodating the requirements of a specific class may require delivery at alternate locations where NSU has an approved location (e.g. Huron High School). The Executive Director of HCC is responsible for coordinating the alternate delivery site.

VI.   Admissions

Students attending NSU classes at HCC seeking a degree must complete and submit an application for admission available at https://apply.northern.edu/apply/. Students must meet all admissions requirements listed in the current catalog. Northern Admissions Staff may admit a student not eligible for direct admission as a conditional admit.

VII.   Non-Degree Seeking Students

A student attending NSU classes at HCC may take classes as a non-degree seeking student by completing and submitting the Non-Degree Application available at https://northern.formstack.com/forms/oce_non_degree_seeking_application_registration_form. Non-degree seeking undergraduate students must apply for admission to NSU no later than having completed 30 credit hours. Only admitted, degree-seeking students at NSU may apply for graduation from NSU. Admitted and degree-seeking students at NSU must meet all graduation requirements, including proficiency and exit exams.

VIII.   High School Students

NSU and HCC MOU 2021-2025: Undergraduate Academic Programs

Date: March 31, 2021

Qualified High School Dual Credit students may attend classes at HCC. High School students must meet qualifications for enrolling in High School Dual Credit through an application process set by the SDBOR: https://www.sdbor.edu/administrative-offices/academics/ReducedTuitionDualCredit/Pages/default.aspx The HSDC tuition rate applies for students enrolling in HSDC at HCC.

IX.   Registrations

Non-degree seeking students taking NSU courses at HCC will be advised by a professional academic advisor in the NSU Advising Center. Degree-seeking students taking courses at HCC will be assigned an NSU professional academic advisor in their field. With assistance from NSU professional advisors, continuing students taking NSU courses at HCC will register for classes using the Self-Service Banner online registration program. New, non-degree seeking students taking NSU courses at HCC will be registered by NSU OCE staff for classes as indicated on the submitted non-degree seeking application.

X.   Student Concerns and Complaints

Students with Non-Academic Complaints shall complete and submit the Concerns or Complaints Form available at northern.edu > Campus Life > Concerns and Complaints. Northern State University's Concerns and Complaints Policy 3:2 is available online https://northern.edu/sites/default/files/nonacademiccomplaint.pdf. Students taking NSU courses at HCC may contact NSU OCE staff for assistance with processes related to Non-Academic Concerns or Complaints.

Students are encouraged to report any incident of concern to the NSU Office of Student Rights and Responsibilities. Do not provide names or contact information if the person reporting the incident requests confidentiality.
https://cm.maxient.com/reportingform.php?NorthernStateUniv

Students with Academic Complaints shall follow Academic Grievance Procedures are detailed in the Student Handbook. Students taking NSU courses at HCC may contact the NSU AVPAA for assistance with processes related to academic complaints.

XI.   Support Services

NSU will provide the necessary administrative support to deliver NSU courses and programs at HCC. Support services include hiring required faculty/staff, initiating teaching contracts, scheduling courses, preparing/processing necessary registration forms, providing requested reports (immunizations, compass, and American College Testing (ACT) test scores, enrollment reports, class rosters, admission status reports, prospects and inquiries from the Huron area, and drop/withdrawal reports), and staff/faculty travel arrangements, as necessary.

NSU and HCC MOU 2021-2025: Undergraduate Academic Programs

Date: March 31, 2021

NSU Academic Unit chairs and deans are responsible for reviewing student opinions of instruction (SOIs) administered each semester and for providing peer reviews of faculty and instructors teaching NSU courses at HCC. Faculty and instructors teaching NSU courses at HCC are invited to professional development opportunities provided by NSU through the NSU Center for Excellence in Teaching and Learning (CETL).

HCC will provide consumable supplies necessary to teach scheduled classes at HCC, including but not limited to dry erase markers, chart packs, chemicals, specimens, and materials.

NSU will provide HCC students access to online Zoom tutoring in writing, math, science, and other content areas currently served by the NSU Tutoring Center. In addition, Smarthinking services will be provided for courses included in that program.

Northern and HCC will collaborate to develop appropriate marketing materials and advertising to promote the NSU programs and courses at HCC. Northern will create easily accessible and searchable information regarding its partnership with HCC to be displayed on its website while this agreement is in effect. Northern and HCC will collaborate on the design of all creative proofs for review and approval by NSU Vice President for Marketing and Communications. Northern and HCC will share the expense of mutually agreed upon marketing materials.

Northern and HCC may develop marketing materials or advertising independently at the respective institution's expense. However, HCC must submit marketing and advertising proofs related to NSU courses and programs to the NSU Vice President for Marketing and Communications for review and approval before release and publication.

XII.   Term of Agreement

The term of this agreement is for the period beginning August 1, 2021 and lasting through July 31, 2025.

XIII.   Indemnification

Nothing in this Agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of the performance of this Agreement. Any liabilities or claims for property loss or death or personal injury by a party or its agents, employees, contractors, or assigns or by third persons, arising out of and during this agreement shall be determined according to applicable law.

XIV.   Amendment Provision

This agreement contains the entire understanding between the parties unless otherwise noted, and is subject to and will be construed under the laws of the State of South Dakota and may only be amended with the written consent of both parties.

NSU and HCC MOU 2021-2025: Undergraduate Academic Programs

Date: March 31, 2021

XV.   Agreement to Memorandum of Understanding

The signatures affixed below agree to the Memorandum of Understanding described above. Northern State University or Huron Community Campus may request modification/amendment to the MOU in writing at any time. The parties listed below must approve modifications/amendments to the MOU. Northern State University and Huron Community Campus will review this MOU annually. Modifications to the MOU require mutual agreement between NSU and HCC. The MOU automatically renews unless changes are required or provided written notification of cancellation. NSU or HCC may cancel the undergraduate programs with written notification sixty (60) days before the term start date.

_____   _____
Director of Online & Continuing Education(Date)   Director, Huron Community Campus   (Date)
                                                      4-13-2021

_____   _____
Dean College of Arts and Sciences   (Date)   Board, Huron Community Campus   (Date)
                        3/31/2021   4-15-2021

_____   _____
Dean College of Professional Studies (Date)   Huron City Commission   (Date)
                        3/31/21   4-15-2021

_____
Dean School of Fine Arts   (Date)
                        3/31/21

_____
Provost/VP of Academic Affairs   (Date)
                        3/31/21

_____
President, Northern State University (Date)
                        04/06/21

NSU and HCC MOU 2021-2025: Undergraduate Academic Programs

Addendum A

Northern State University
Undergraduate Courses and Programs
Delivered at Huron Community Campus
Fall 2021 through Summer 2025

NSU Undergraduate courses offered face to face at the Huron Community Campus

Fall Odd (Fall 2021, Fall 2023)	Spring Even (Spring 2022, Spring 2024)	Summer Even (Summer 2022, Summer 2024)	Fall Even (Fall 2022, Fall 2024)	Spring Odd (Spring 2023, Spring 2025)	Summer Odd (Summer 2023, Summer 2025)
ENGL 101*	ENGL 201	ENGL 033	ENGL 101*	ENGL 210	ENGL 033
CMST 101	SOC 150**	MATH 095	CMST 101	SOC 150**	MATH 095
IDL 190*	BADM 102	READ 041	IDL 190*	BADM 102	READ 041
MATH 114*	POLS 100		MATH 103*	POLS 210	
SOC 100**	BIOL 101/L		SOC 100**	MICR 231**	
ARTH 100	HIST 151		ART 100	HIST 152	
BIOL 211/L	BADM 280		CHEM 106/L	BADM 280	
PSYC 101*			PSYC 101*		

*LPN pre-requisite for STC

**LPNtoRN pre-requisite for STC

NSU Undergraduate courses offered online that support Huron Community Campus programs.* **

Fall Odd (Fall 2021)	Spring Even (Spring 2022)	Summer Even (Summer 2022)	Fall Even (Fall 2022)	Spring Odd (Spring 2023)	Summer Odd (Summer 2023)
CHEM 106	MICR 231**	BIOL 285*	PE 250*		BIOL 285*
PE 250*			BIOL 285*		
BIOL 285*					

***Huron will pay a prorated rate for instructor salaries for Huron students enrolled in these courses because they support the pre-reqs for LPN and RN programs at Southeast Tech.

***Online courses are listed on the rotation they are already normally taught at NSU and are subject to change.

Memorandum of Understanding
For Northern State University
Graduate Academic Programs
Delivered at Huron Community Campus

Northern State University   Huron Community Campus
1200 South Jay Street   939 Ohio Avenue SW
Aberdeen SD 57401   Huron SD 57350

                                                  City of Huron
                                                  PO Box 1369
                                                  239 Wisconsin Ave SW
                                                  Huron SD 57350

Referred to as NSU   Referred to as HCC

Northern State University (NSU) prepared this Memorandum of Understanding (MOU) in response to a formal request by the City of Huron, through Huron Community Campus (HCC) to offer undergraduate programs and courses at Huron Community Campus located at 939 Ohio Avenue SW, Huron SD in support of:

- One (1) NSU graduate degree that NSU is authorized to offer in full at HCC, which NSU offers in full at HCC:
    o   Master of Science in Education (MSEd) in Teaching and Learning
- One (1) NSU graduate degree that NSU is authorized to offer in full at HCC, which at this time NSU offers in part at HCC:
    o   Master of Science in Education (MSEd) in Leadership and Administration

NSU and HCC agree a maximum of 30 graduate students will be enrolled in the MSEd in Teaching and Learning program taught by NSU at HCC.

This MOU outlines the agreement between Northern State University and Huron Community Campus. The MOU addresses the management of services supporting NSU graduate academic courses and programs.

I.   RESPONSIBILITIES

Beginning fall 2021 through summer 2026, NSU agrees to offer coursework in support of graduate programs NSU is authorized to fully offer at HCC: the MSEd in Teaching and Learning and the MSEd in Leadership and Administration as outlined in Addendum A. Section III of this MOU outlines the process to request changes to Addendum A.

Date: March 31, 2021

Per the South Dakota Board of Regents policy 5:5:3 HCC agrees to pay/reimburse NSU for 100% of customary instructional expenses (which may include, but are not limited to, instructor pay, required benefits, travel, legal fees incurred resulting from HCC/The City of Huron actions, and unemployment claims paid) and 100% of disability support services (which may include interpreter services, equipment, materials, travel, etc.) associated with the delivery of the courses at HCC. Huron Community Campus agrees to pay NSU administrative support at the rate of $25.00 for each credit hour of externally funded courses offered by NSU at HCC. Each term, NSU agrees to submit the required documents to SDBOR to request the self-support externally funded tuition rate.

a. Upon approval of SDBOR, the self-support externally funded tuition rate will apply to all NSU courses delivered at HCC.

b. The full off campus tuition rate will apply to all NSU courses delivered online at NSU.

c. Tuition is payable to NSU no later than the published Census Date for each term. Students are responsible for paying tuition and other NSU charges via the students' Self-Service Banner account or mailing tuition payments directly to the Office of Online & Continuing Education or Finance Office.

d. A student's request to drop or withdraw will be processed according to SDBOR policy.

e. The NSU Finance Office will invoice HCC at the beginning of each semester for instructional and administrative support charges after the published Census Date. Payment is due 30 days from the date of the invoice.

f. The NSU Finance Office will invoice HCC at the end of each semester for applicable faculty travel (mileage, state vehicle, per diem, hotel, etc.) and disability service expenses incurred.

g. The NSU Finance Office will invoice HCC for prorated unemployment claims paid on behalf of full-time lecturers assigned to teach NSU classes at HCC.

h. Instructors will submit final course grades following the evaluation procedures listed in the course syllabi.

II.   Program

The NSU Associate Vice President for Academic Affairs (AVPAA) is the official liaison between NSU and HCC. The NSU Director of Online & Continuing Education (OCE) is responsible for managing the day-to-day administrative operations of NSU courses/programs delivered at HCC. Academic issues remain the responsibility of the respective Academic Units at NSU. The AVPAA and the Director of OCE will collaborate with the Executive Director of HCC on a routine basis.

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Date: March 31, 2021

III.   Course Scheduling

The NSU AVPAA, NSU Director of OCE, and Executive Director of HCC will collaborate and will also work with the NSU Dean of the College of Professional Studies, Associate Dean of the Millicent Atkins School of Education, and chair of the Teacher Education Department to develop and propose a mutually agreed upon course schedule (see Addendum A). The NSU Provost and HCC Board of Directors will review and approve the course schedule. Courses will be scheduled to enable a cohort of graduate students to complete NSU's MSEd in Teaching and Learning at HCC within 24 months. Requests to change the course rotation must be submitted in writing to the NSU AVPAA and Director of OCE at least 90 days before the term start date. NSU may cancel classes that do not meet minimum enrollment standards at any time before the first day of class.

Term	Term Start Date	90 Day Deadline
Fall 2021	August 23, 2021	May 25, 2021
Spring 2022	January 10, 2022	October 12, 2021
Summer 2022	May 31, 2022	March 2, 2022
Fall 2022	August 22, 2022	May 24, 2022
Spring 2023	January 9, 2023	October 11, 2022
Summer 2023	May 30, 2023	March 1, 2023
Fall 2023	August 21, 2023	May 23, 2023
Spring 2024	January 8, 2024	October 10, 2023
Summer 2024	May 30, 2024	March 1, 2024
Fall 2024	August 26, 2024	May 28, 2024
Spring 2025	January 13, 2025	October 15, 2024
Summer 2025	May 27, 2025	February 26, 2025
Fall 2025	August 25, 2025	May 27, 2025
Spring 2026	January 12, 2026	October 14, 2025
Summer 2026	May 26, 2026	February 25, 2026

IV.   Faculty Assignments

NSU is responsible for recruiting and hiring highly qualified faculty to deliver the scheduled courses each term. NSU follows South Dakota Board of Regents (SDBOR) Policy 2:13; Higher Learning Commission Assumed Practices (https://www.hlcommission.org/Policies/assumed-practices.html); and NSU Determining Faculty Qualifications Policy in assigning instructors to courses scheduled for delivery at HCC. Northern may assign adjuncts, or full-time faculty, or hire full-time lecturers/instructors to teach courses scheduled for delivery at HCC. Teaching assignments are at the discretion of the NSU Academic Unit chair, dean, and AVPAA/Director of Graduate Studies. Per NSU Graduate Council policy, individuals who teach graduate level courses must have graduate faculty status. Faculty assigned to courses eligible for Externally

NSU and HCC MOU 2021-2026: Graduate Academic Programs

Date: March 31, 2021

Funded Tuition Rate must submit the course syllabus to OCE staff no later than 90 days before the term start date (see table in Section III).

If qualified faculty are not available to deliver NSU courses face-to-face at HCC, NSU may cancel scheduled course(s). However, HCC may request course delivery via the Dakota Digital Network (DDN), online, or HyFlex with the approval of the NSU Academic Unit chair, dean, AVPAA, or Provost/VPAA.

Individuals assigned to teach courses coordinated with OCE must submit a Course Proposal available in the myNSU portal under Faculty Resources > Online & Continuing Education > OCE Links. Adjuncts or faculty with any questions about how to access the Course Proposal form should contact OCE staff directly. To complete the Request for Reduced Tuition (RRT) process the course proposal, syllabus, CV/Resume, and employee personal information form must be submitted to OCE no later than 90 days prior to the term start date. Courses/Request for Reduced Tuition not approved prior to the deadline may not be delivered for the scheduled term.

V.   Delivery Site

HCC will make available the necessary space to deliver the scheduled courses each term at Huron Community Campus, 939 Ohio Street, or the Campus Center, 333 9th Street SW. Accommodating the requirements of a specific class may require delivery at alternate locations where NSU has an approved location (e.g. Huron High School). The Executive Director of HCC is responsible for coordinating the alternate delivery site.

VI.   Admissions

Students attending NSU classes at HCC apply for and receive admission to Graduate Studies at NSU. Students must meet all admission requirements listed in the current catalog. The NSU Director of Graduate Studies may conditionally admit students who do not meet admissions requirements. Individuals who live in the geographic area of Huron, SD (Huron, Iroquois, Wolsey/Wessington, Woonsocket, Wessington Springs, Miller, DeSmet, and Hitchcock) and meet the NSU Graduate Admission standards have admission/registration priority.

VII.   Non-Degree Seeking Students

A student attending graduate level NSU classes at HCC may take classes as a non-degree seeking student if they apply to and are admitted to NSU Graduate Studies as a non-degree seeking student.

Non-Degree registrations are processed by NSU Graduate Studies on a space available basis. Admitted, degree seeking students have registration priority. Non-degree seeking graduate students taking NSU courses at HCC must apply for and be admitted to a graduate degree program at NSU no later than having completed 9 graduate credit hours. Only admitted,

NSU and HCC MOU 2021-2026: Graduate Academic Programs

Date: March 31, 2021

degree-seeking students at NSU may apply for graduation from NSU. Admitted and degree-seeking students at NSU must meet all graduation requirements, including graduate exams.

VIII.   Registrations

Students interested in enrolling in NSU's MSEd in Teaching and Learning at HCC or taking NSU graduate courses at HCC as non-degree seeking students should contact NSU Graduate Studies Coordinator at 605.626.2558 for registration assistance. NSU Graduate Studies Coordinator and the Associate Dean of the NSU Millicent Atkins School of Education will provide the HCC Executive Director and graduate students with current courses and the course rotation prior to each term registration period. The NSU Graduate Studies Coordinator will register new non-degree seeking students for classes at HCC based on graduate admissions standards and availability of seats in courses.

IX.   Student Concerns and Complaints

Students with Non-Academic Complaints shall complete and submit the Concerns or Complaints Form available at northern.edu > Campus Life > Concerns and Complaints. Northern State University's Concerns and Complaints Policy 3:2 is available online https://northern.edu/sites/default/files/nonacademiccomplaint.pdf. Students taking NSU courses at HCC may contact NSU OCE staff for assistance with processes related to Non-Academic Concerns or Complaints.

Students are encouraged to report any Incident of concern to the NSU Office of Student Rights and Responsibilities. Do not provide names or contact information if the person reporting the incident requests confidentiality.
https://cm.maxient.com/reportingform.php?NorthernStateUniv

Students with Academic Complaints shall follow Academic Grievance Procedures, which are detailed in the Student Handbook. Students taking NSU courses at HCC may contact the NSU AVPAA for assistance with processes related to academic complaints.

X.   Support Services

NSU will provide the necessary administrative support to deliver NSU courses and programs at HCC. Support services include hiring required faculty/staff, initiating teaching contracts, scheduling courses, preparing/processing necessary registration forms, providing requested reports (immunizations, compass, and American College Testing (ACT) test scores, enrollment reports, class rosters, admission status reports, prospects and inquiries from the Huron area, and drop/withdrawal reports), and staff/faculty travel arrangements, as necessary.

The NSU Dean of the College of Professional Studies, Associate Dean of the Millicent Atkins School of Education, and Chair of Teacher Education are responsible for reviewing student opinions of instruction (SOIs) administered each semester and for providing peer reviews of

NSU and HCC MOU 2021-2026: Graduate Academic Programs

Date: March 31, 2021

faculty and instructors teaching NSU courses at HCC. Faculty and instructors teaching NSU courses at HCC are invited to professional development opportunities provided by NSU through the NSU Center for Excellence in Teaching and Learning (CETL).

HCC will provide consumable supplies necessary to teach scheduled classes at HCC, including but not limited to dry erase markers, chart packs, chemicals, specimens, and materials.

Northern and HCC will collaborate to develop appropriate marketing materials and advertising to promote the NSU programs and courses at HCC. Northern will create easily accessible and searchable information regarding its partnership with HCC to be displayed on its website while this agreement is in effect. Northern and HCC will collaborate on the design of all creative proofs for review and approval by NSU Vice President for Marketing and Communications. Northern and HCC will share the expense of mutually agreed upon marketing materials.

Northern and HCC may develop marketing materials or advertising independently at the respective institution's expense. However, HCC must submit marketing and advertising proofs related to NSU courses and programs to the NSU Vice President for Marketing and Communications for review and approval before release and publication.

XI. Term of Agreement

The term of this agreement is for the period beginning August 1, 2021 and lasting through July 31, 2026.

XII. Indemnification

Nothing in this Agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of the performance of this Agreement. Any liabilities or claims for property loss or death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during this agreement shall be determined according to applicable law.

XIII. Amendment Provision

This agreement contains the entire understanding between the parties, unless otherwise noted, and is subject to and will be construed under the laws of the State of South Dakota and may only be amended with written consent of both parties.

NSU and HCC MOU 2021-2026: Graduate Academic Programs

Date: March 31, 2021

XIV.   Agreement to Memorandum of Understanding

The signatures affixed below agree to the Memorandum of Understanding described above. Northern State University or Huron Community Campus may request modification/amendment to the MOU in writing at any time. The parties listed below must approve modifications/amendments to the MOU. Northern State University and Huron Community Campus will review this MOU annually. Modifications may be made to the MOU upon mutual agreement between NSU and HCC. The MOU is considered automatically renewed unless changes are required or written notification of cancellation is provided. NSU or HCC may cancel the graduate programs with written notification sixty (60) days before the term start date.

Director of Online & Continuing Education (Date)   Director, Huron Community Campus   (Date)
4-13-2021

Director of Graduate Studies   (Date)   Board, Huron Community Campus   (Date)
3-31-21   4-15-20

Associate Dean School of Education   (Date)   Huron City Commission   (Date)
andria moon 3-31-21   4-15-2021

Dean College of Professional Studies (Date)
3-31-21

Provost/VP of Academic Affairs   (Date)
Michael Wanous 3-31-21

President, Northern State University (Date)
04/06/21

Addendum A

Northern State University
MSEd Teaching and Learning Graduate Program
Delivered at Huron Community Campus
Fall 2021 through Summer 2026

proposed curriculum, subject to change

Term	Course	Course Title	Credits
Fall 2022, Fall 2024, Fall 2026	EDFN 752	Research Based Curriculum & Instruction	3
Fall 2022, Fall 2024, Fall 2026	EDAD 735	School Law	3
Spring 2023, Spring 2025	EDER 761	Graduate Research & Design	3
Spring 2023, 2025	EDFN 742	School and Community Partnerships	3
Summer 2023, 2025	SPED 704	Inclusive Education	3
Fall 2023, 2035	EDER 765	Data Driven Decision Making	3
Fall 2023, 2025	EPSY 742	Psychology of Learning	3
Spring 2022, 2024, 2026	EDAD 715	Supervision & Mentoring	3
Spring 2022, 2024, 2026	EDFN 545	Teaching English Learners	3
Summer 2022, 2024, 2026	EDFN 737	School Culture and Change	3
Summer 2022, 2024, 2026	EDFN 765	Differentiated Instruction and Classroom Engagement	3
		Total Credits for Degree	33

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
DENTAL HYGIENE
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 Dental Hygiene.
E.   encourage students to graduate from both the AS (BHSU) and Bachelor of Science with a major in Dental Hygiene (USD) program and work collaboratively on marketing and admissions guidance.

III.   **Academic Program**

Graduation Requirements for the Bachelor of Science degree with a major in Dental Hygiene at USD

DH major requirements	61
General Education Requirements	32
Foundational Course Requirements	27
Total credits required:	**120**

A.   Requirements to be completed at USD for the major in Dental Hygiene 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 delivered under the current General Education agreement with the Board of Regents. General education courses required for the AS degree in Applied Health Sciences are identified in the chart below. Additional general education coursework may be transferred if the Regental System General Education transfer requirements are met. The general education requirements for the BS in DH 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
	Advanced Comp from SGR 1 list	3	ENGL 201	3
SGR 2 **Oral Communication**	CMST 101 Fundamentals of Speech	3	CMST 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 and Fine Arts from SGR 4 list	6	Approved hum (3) and approved fine arts (3)	6
SGR 5 **Mathematics**	Any course from SGR 5 list	3	Approved course	3
SGR 6 **Natural Sciences**	CHEM 106 plus 106L CHEM 107 plus 107L	8	CHEM 106/106L CHEM 107/107L	8
Total General Education Credits		**32**		**32**

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 with a major in Dental Hygiene are identified in the chart below. Additional foundational coursework may be transferred if the Regental System General Education transfer requirements are met. The foundational course requirements for the BS in DH 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*	
PHGY 220 Human Anatomy/Physiology I	4	BIOL 121/121L (4) or BIOL 381/381L (4)	4
PHGY 230 Human Anatomy/Physiology I	4	BIOL 123/123L (4) or BIOL 325/325L (4)	4
MICR 230	3	BIOL 231	3
MICR 232	1	BIOL 231L	1
Second Math (Any SGR#5 course in addition to course taken or BADM 220, SOC 309, TET 200, PSYC 371, CSC 105 or any STAT course	3	Any SGR#5 course in addition to course taken or CIS 105 or STAT 320	3
Professional Interest Electives- any course relating to health or that which could assist with patient management (i.e. ACP, ANTH, DJUS, DCOM, EPSY, HLTH, HSC, INED, LDR, MSL, NATV, PHIL, POLS, REL, SOCW, SPAN, SPED, WMST, PSYC, SOC, CMST or other as approved)	12	Approved electives*	12
Total General Education Credits	**27**		**27**

*Additional elective credits may be transferred if they meet Regental System General Education transfer requirements and have been approved by the pre-DH advisor.

IV. **Pathway: Forward Articulation (completing AS degree in Applied Health Sciences at BHSU and transferring to USD to complete the Bachelor of Science with a major in Dental Hygiene)**
   A.   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 with a major in Dental Hygiene. Students should work jointly with their BHSU and USD advisors to ensure they have met the requirements for the BHSU AS in Applied Health Sciences and all application requirements for the USD Bachelor of Science with a major in Dental Hygiene, including completing shadowing hours for dental office experience.
   B.   Students are eligible to apply to the USD Department of Dental Hygiene when they have completed, or have enrolled in, all requirements of the AS in Applied Health Sciences program at BHSU as defined in this agreement, by the application deadline. If accepted to 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-dental hygiene requirements will be accepted.
      a.   **General education credits from BHSU curriculum: 32**
      b.   **Foundational Course credits from BHSU curriculum: 27**
      c.   **Total USD DH major credits: 61**
      d.   **Total Credits Required for BS in DH: 120**
   C.   If accepted into the USD Dental Hygiene program, students will complete the requirements for the Dental Hygiene (DH) major. All SGR and DH foundational requirements must be met prior to beginning the DH professional curriculum.
   D.   Students must meet all Board of Regents policies and university graduation requirements at both institutions 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. The most up to date selection criteria for the Dental Hygiene program can be found at https://www.usd.edu/health-sciences/dental-hygiene/selection-criteria.   USD will waive the application fee for BHSU Applied Health Sciences students applying for admission to the Dental Hygiene program.

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 s 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: _____
Dr. Greg Farley
Dean of College of Business and Natural Sciences
Black Hills State University

_____ Date: _____
Dr. Laurie S. Nichols
President
Black Hills State University

BHSU-USD
Applied Health Sciences/Pre-Dental Hygiene Advising Guide

Black Hills State University and The University of South Dakota are excited to offer a collaborative transfer program for students interested in pursuing a dental hygiene degree. Students may take the first two years of their curriculum as BHSU Applied Health Sciences students before applying to the USD Bachelor of Science in Dental Hygiene program.

Students **must** graduate from the BHSU Applied Health Sciences program for courses to be applied toward the USD Bachelor of Science in Dental Hygiene program as listed below.

Semester 1	USD Requirement	BHSU Course	BHSU Course Title	Credits
	CHEM 106/L□*	CHEM 106/L□*	Chemistry Survey/Lab	3-1
	ENGL 101□*	ENGL 101□*	Composition I	3
	Gen. Ed. Goal 4*	Gen. Ed. Goal 4*	Gen. Ed. Goal (*humanities*)	3
	Gen. Ed. Goal 5□*	Gen. Ed. Goal 5□*	Gen. Ed. Goal 5 (*math*)	3
		GS 100^	University Experience	1

Semester 2	USD Requirement	BHSU Course	BHSU Course Title	Credits
	Second Math	*Second Math*	Any SGR#5 course in addition to course taken or CIS 105 or STAT 320	3
	CHEM 107/L□*	CHEM 107/L□*	Organic/Biochemistry/L	3-1
	PHGY 220/L□	BIOL 121/L□ BIOL 381/L□	Basic Anatomy/Lab	3-1
	Professional Interest Elective^	Professional Interest Elective^	*Work individually with your advisor for guidance*	3

Students should meet with their advisor every semester for assistance registering.
Students can review the full articulation agreement and further guidance at BHSU.edu/WRHSC.

□*Indicates course will be used in calculating GPA for scored prerequisite courses as part of the DH application.*
Only the SGR#5- Mathematics course with the highest grade is included.
**Indicates course will also fill a System General Education Requirement*
^*Indicates course will fill a BHSU Applied Health Sciences Elective*

WEST RIVER HEALTH SCIENCES CENTER — BHSU-Rapid City

BHSU-USD
Applied Health Sciences/Pre-Dental Hygiene Advising Guide

UNIVERSITY OF SOUTH DAKOTA

Black Hills State University

Students should consult with USD starting their third semester about admission requirements and deadlines for the Bachelor of Science in Dental Hygiene application. More information can be found at BHSU.edu/WRHSC.

Semester 3	USD Requirement	BHSU Course	BHSU Course Title	Credits
	Professional Interest Elective	HLTH 315 or 422	Nutrition	3
	PHGY 230/L□	BIOL 123/L□ or BIOL 325/L□	Basic Physiology/Lab or Physiology/Lab	3-1 3-1
	CMST 101□*	CMST 101□*	Fundamentals of Speech	3
	PSYC 101□*	PSYC 101□*	General Psychology	3
	Gen Ed Goal #1*	ENGL 201*	Composition II	3

Semester 4	USD Requirement	BHSU Course	BHSU Course Title	Credits
	MICR 230□ and MICR 232□	BIOL 231/L□	General Microbiology/Lab	3-1
	SOC 100□*	SOC 100□*	Intro to Sociology	3
	Professional Interest Elective	PSYC 221	Lifespan Development	3
	Professional Interest Elective^	Professional Interest Elective^	*Work individually with your advisor for guidance*	3
	Gen. Ed. Goal 4*	Gen. Ed. Goal 4*	Gen. Ed. Goal (*fine arts*)	3

The professional interest elective (PIE) requirement is a 12-credit requirement and can be fulfilled with courses that will be useful to you as a dental hygienist or in a career beyond a clinical hygienist. Psychology, speech communication, Spanish, child development, addiction studies, public health, and health science courses can all be helpful to you as a hygienist working with patients. Business or business administration courses will help someone that would like to work for a major dental company or management in a larger clinic. Health services administration classes would be good for someone who would like to work in hospital or nursing home administration. There is a wide range of courses that can be used for this requirement. Students are encouraged to reach out to Julie Fallan (julie.fallan@usd.edu) through the dual advisement program for more information about potential PIE courses.

WEST RIVER HEALTH SCIENCES CENTER — BHSU-Rapid City

PROGRAM TO PROGRAM ARTICULATION AGREEMENT
SISSETON WAHPETON COLLEGE (SWC)
and
THE UNIVERSITY OF SOUTH DAKOTA (USD)

Agreement with Respect to Applying the
BUSINESS ADMINISTRATION
Associate of Science Degree Program in Business Administration at SWC
Towards the
Bachelor of Business Administration Degree Program at USD

I.   Parties

The parties to this agreement are The University of South Dakota (USD) and Sisseton Wahpeton College (SWC).

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 SWC students who have completed the AS degree in Business Administration a seamless transition to the Bachelor of Business Administration Degree Program at USD.
E.   encourage students to graduate from both the AS (SWC) and Bachelor of Business Administration (USD) program and work collaboratively on marketing and admissions guidance.

III.   Academic Program

A. SWC A.S. Business Administration to all USD B.B.A. majors

Upon successful completion of the USD requirements specified in III.C., III.D., and III.E. below, USD will accept up to 41 course credits from SWC's A.S. degree in Business Administration for students in the Bachelor of Business Administration degree program at USD. Students must successfully complete the A.S. degree in Business Administration from SWC prior to transferring to USD for the block transfer course credits to be accepted.

General Education coursework at SWC must include BUS 214 and BUS 217 which will satisfy USD SGR#5. Students must meet all S.D. Board of Regents policies and university graduation requirements in order to receive a degree.

For students who do not complete BUS 214 and BSU 217 as part of the SWC A.S. degree in Business Administration, USD will accept up to 35 course credits from SWC's A.S. degree in Business Administration for students in the Bachelor of Business Administration degree program at USD. Students must successfully complete the A.S. degree in Business Administration from SWC prior to transferring to USD for the block transfer course credits to be accepted.

B. SWC A.S. in Business Administration with Accounting Emphasis to all USD B.B.A. majors

Upon successful completion of the USD requirements specified in III.C., III.D., and III.E. below, USD will accept up to 47 course credits from SWC's A.S. degree in Business Administration with Accounting Emphasis for students in the Bachelor of Business Administration degree program at USD. Accounting Emphasis coursework must include BUS 215 and BUS 216 as part of the 12 credits of accounting coursework that replaces electives. Students must successfully complete the A.S. degree in Business Administration with Accounting Emphasis from SWC prior to transferring to USD for the block transfer course credits to be accepted.

General Education coursework at SWC must include BUS 214 and BUS 217 which will satisfy USD SGR#5. Students must meet all S.D. Board of Regents policies and university graduation requirements in order to receive a degree.

For students who do not complete BUS 214 and BUS 217 as part of the SWC A.S. degree in Business Administration with Accounting Emphasis, USD will accept up to 41 course credits from SWC's A.S. degree in Business Administration for students in the Bachelor of Business Administration degree program at USD. Students must successfully complete the A.S. degree in Business Administration from SWC prior to transferring to USD for the block transfer course credits to be accepted.

C. Requirements to be completed at USD to earn a Bachelor of Business Administration degree are outlined below as are courses to be taken at SWC.

USD BBA Major	To Be Taken at USD			To Be Taken at SWC	
	Major Credits	Upper Level Credits in order to meet the 60 required	Pre-major Support Credits	Block Transfer of Pre-major Support Credits upon A.S. completion	Block Transfer of credits toward meeting the general education requirements at USD
The following USD BBA majors are open to students who completed a A.S. in Business Administration at SWC. **					
Accounting	51	9	16-22	3-9	32
Business Administration	48	12	16-22	3-9	32
Economics	51	9	16-22	3-9	32

USD BBA Major	To Be Taken at USD			To Be Taken at SWC	
	Major Credits	Upper Level Credits in order to meet the 60 required	Pre-major Support Credits	Block Transfer of Pre-major Support Credits upon A.S. completion	Block Transfer of credits toward meeting the general education requirements at USD
Finance	48	12	16-22	3-9	32
Human Resource Management	48	12	16-22	3-9	32
Health Services Administration	48	12	16-22	3-9	32
Innovation & Entrepreneurship	57	3	16-22	3-9	32
Management	48	12	16-22	3-9	32
Marketing	48	12	16-22	3-9	32
Operational Analytics	48	12	16-22	3-9	32

* A.S. degree requirements are sufficient for completion of BADM, ECON 201, and ECON 202 at USD if the student's coursework at SWC includes BUS 214 and BUS 217. Block transfer on completion of the A.S. in Business Administration and appropriate general education courses. Pre-major coursework includes CMST 210-3cr., BADM 220-3 cr., ACCT 210-3 cr., ACCT 211-3 cr., and MATH 121-4 cr. for a total of 16 credits. If a student has not completed BUS 214 and BUS 217, pre-major coursework includes 6 additional credits for ECON 201-3 cr. and ECON 202-3 cr.

USD BBA Major	To Be Taken at USD			To Be Taken at SWC	
	Major Credits	Upper Level Credits in order to meet the 60 required	Pre-major Support Credits	Block Transfer of Pre-major Support Credits upon A.S. completion**	Block Transfer of credits toward meeting the general education requirements at USD
The following majors are open to students with conferred A.S. in Business Administration at SWC with Accounting Emphasis					
Accounting	51	9	10-16	9-15	32
Business Administration	48	12	10-16	9-15	32
Economics	51	9	10-16	9-15	32
Finance	48	12	10-16	9-15	32
Human Resource Management	48	12	10-16	9-15	32
Health Services Administration	57	3	10-16	9-15	32

USD BBA Major	To Be Taken at USD			To Be Taken at SWC	
	Major Credits	Upper Level Credits in order to meet the 60 required	Pre-major Support Credits	Block Transfer of Pre-major Support Credits upon A.S. completion**	Block Transfer of credits toward meeting the general education requirements at USD
Innovation & Entrepreneurship	48	12	10-16	9-15	32
Management	48	12	10-16	9-15	32
Marketing	48	12	10-16	9-15	32
Operational Analytics	51	9	10-16	9-15	32

** A.S. degree requirements are sufficient for completion of BADM 101, ECON 201, ECON 202, ACCT 210, and ACCT 211 at USD if the student's coursework at SWC include BUS 214, BUS 215, BUS 216, and BUS 217. Block transfer on completion of the A.S. in Business Administration with Accounting Emphasis and appropriate general education courses. Pre-major coursework includes CMST 210-3cr., BADM 220-3 cr., and MATH 121-4 cr. for a total of 10 credits. If a student has not completed BUS 214 and BUS 217, pre-major coursework includes 6 additional credits for ECON 201-3 cr. and ECON 202-3 cr.

D. Additional Requirements for Bachelor of Business Administration Majors
1. Students must take ENGL 205 Business Writing (3 cr) as part of the B.B.A. degree. Students taking BUS 128 at SWC will satisfy the composition course requirement however they will need to also complete a senior research paper on a business topic.
2. Students must have a cumulative GPA of 2.5 (on a 4.0 scale), a GPA of 2.5 in business, accounting, marketing, business and technical coursework, and no course grade below a "C" (2.0 on a 4.0 scale) for admission to their major.
3. Students must complete a minimum of 60 credits of upper level (300 or 400) coursework. B.B.A. major coursework credit is included in this requirement.
4. No more than two business courses (ACCT, BADM, BLAW, DSCI, ECON, ENTR, FIN, HRM, HSAD, MKTG, MGMT) with grades of D, F, or WDF are permitted.
5. No more than 6 credit hours may be counted toward a business major from any of the following four categories: (1) internships/practicums, (2) study tour, (3) independent studies/readings and (4) service learning activities. In addition, no more than 6 credits total from the list may be applied to any business major (i.e., business electives), and no more than 12 credits total from the list can be applied toward a business degree (i.e., business and/or free electives). No more than 6 credits of Satisfactory/Unsatisfactory graded business coursework may be applied toward a business major.
6. Students must pass an exit examination.

ATTACHMENT VI   46

E. 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 SWC. Additional general education coursework may be transferred if the Regental System General Education transfer requirements are met. Note the ability to use BUS 214 and BUS 217 to satisfy general education as well as pre-major support credits as part of the block transfer.

General Education Course Requirements

USD General Education Requirement			SWC Equivalent	Cr Hrs
SGR 1 Written Communication and Literacy Skills	ENGL 101 Composition	3	ENG 112 Composition I	3
	Advanced Comp from SGR 1 list	3	ENG 212 Composition II	3
SGR 2 Oral Communication	CMST 101 Fundamentals of Speech	3	ENG 110 Speech Communications	3

USD General Education Requirement			SWC Equivalent	Cr Hrs
SGR 3 **Social Sciences**	6 credit hours of SGR #3	6	**Approved social sciences options (need to choose 2):** BUS 214 Macroeconomics BUS 217 Microeconomics DKT 130 Dakota History DKT 265 American Indian Sovereignty GEO 120 World Geography HPS 120 United States Government (3) HPS 150 Current Events HPS 160 Western Civilization 1 HPS 165 Western Civilization II HPS 210 State and Local Government HPS 230 American History I HPS 232 American History II HPS 250 Introduction to Tribal Government HPS 275 Introduction to Tribal Law PSY 110 General Psychology PSY 205 Life Span Development PSY 230 Pseudoscience & Controversy SS 110 Introduction to Sociology SS 120 Introduction to Criminal Justice SS 135 Social Problems SS 210 The Family in Society SS 241 Introduction to Criminology	6

SGR 4
Humanities &
Fine Arts
	1 Humanities course and Fine Arts from SGR 4 list	6	**Approved humanities (3)**
			  DKT 110 Dakota Language I
			  DKT 113 Dakota Language II
			  ENG 210 Native American Literature
			  DKT 240 Dakota Religious Traditions & Movements
			  ENG 114 Introduction to Literature
			Approved fine arts (3)
			  ART 118 Introduction to Art
			  ART 120 Introduction to Native American Art
			  DKT 216 Images of Indians in Art & Film
				6

SGR 5 **Mathematics**	Any course from SGR 5 list	3	MATH 130: College Algebra	3

USD General Education Requirement		Cr Hrs	SWC Equivalent	Cr Hrs
SGR 6 Natural Sciences	Any 2 approved SGR #6 courses	8	**Choose 2 laboratory science courses:** NS 140 Principles of Chemistry I NS 170: Traditional Plants and Herbs NS 212 General Biology NS225: Environmental Science NS 245 Organic Chemistry	8
Total General Education Credits		**32**		**32**

IV. **Additional requirements**

To be eligible for application to USD, students transferring coursework from SWC must meet all necessary minimum GPA requirements.

V. **Obligations**

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved in this articulation agreement.

VI. **Modification**

This agreement may be modified from time to time by the South Dakota Board of Regents. 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.

VII. **Termination**

This agreement may be terminated by either party upon one year's written notice to the other. Student(s) enrolled in the program at that time shall be allowed to complete the program.

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate or grant expenditure authority or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the University of South Dakota. Termination for any of these reasons s not a default by the University of South Dakota nor does it give rise to a claim against the University of South Dakota.

VIII. **Effective Date of Agreement:**

This agreement applies to students who graduated from SWC after 2021 or later with an AS in Business Administration degree.

For University of South Dakota:

_____ Date: _____
Dr. Venky Venkatachalam
Dean, Beacom School of Business
University of South Dakota

_____ Date: _____
Sheila K. Gestring
President
University of South Dakota

For Sisseton Wahpeton College:

_____ Date: _____
Dr. Francis Arpan
Dean of Academics
Sisseton Wahpeton College

_____ Date: _____
Dr. Lane Azure
President
Sisseton Wahpeton College

PROGRAM TO PROGRAM ARTICULATION AGREEMENT
SISSETON WAHPETON COLLEGE (SWC)
and
THE UNIVERSITY OF SOUTH DAKOTA (USD)

Agreement with Respect to Applying the
ADDICTION AND DIVERSITY COUNSELING
Associate of Science Degree Program at SWC
Towards the
ADDICTION COUNSELING AND PREVENTION
Bachelor of Science Degree Program at USD

I.   **Parties**

The parties to this agreement are The University of South Dakota (USD) and Sisseton Wahpeton College (SWC).

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 SWC students who have completed the AS degree in Addiction and Diversity Counseling a seamless transition to the Bachelor of Science degree with a major in Addiction Counseling and Prevention.
E.   encourage students to graduate from both the AS (SWC) and Bachelor of Science with a major in Addiction Counseling and Prevention (USD) program and work collaboratively on marketing and admissions guidance.

III.   **Academic Program**

A. USD will accept up to 65 course credits from SWC's Associate of Science degree in Addiction and Diversity Counseling for students majoring in USD's Addiction Counseling and Prevention program. Students must successfully complete the A.S. degree in Addiction and Diversity Counseling from SWC prior to applying to the USD ACP program for this agreement to apply. Students must meet all South Dakota Board of Regents' (SDBOR) policies and university graduation requirements to receive a degree.

B. Requirements to be completed at USD for the major in Addiction Counseling and Prevention are reflected in the catalog website: BS in Addiction Counseling and Prevention

C. 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 SWC. Required general education coursework required for the AS degree in Addiction and Diversity Counseling are identified in the chart below. Additional general education coursework may be transferred if the Regental System General Education transfer requirements are met.

General Education Course Requirements

USD General Education Requirement			SWC Equivalent	Credit Hours
SGR 1 Written Communication and Literacy Skills	ENGL 101 Composition	3	ENG 112 Composition I	3
	Advanced Comp from SGR 1 list	3	ENG 212 Composition II	3
SGR 2 Oral Communication	CMST 101 Fundamentals of Speech	3	ENG 110 Speech Communications	3
SGR 3 Social Sciences	6 credit hours of SGR #3	6	**Approved social sciences options (need to choose 2):** DKT 130 Dakota History DKT 265 American Indian Sovereignty GEO 120 World Geography HPS 120 United States Government (3) HPS 150 Current Events HPS 160 Western Civilization 1 HPS 165 Western Civilization II HPS 210 State and Local Government HPS 230 American History I HPS 232 American History II HPS 250 Introduction to Tribal Government HPS 275 Introduction to Tribal Law BUS 214 Macroeconomics BUS 217 Microeconomics PSY 110 General Psychology PSY 205 Life Span Development PSY 230 Pseudoscience & Controversy SS 110 Introduction to Sociology SS 120 Introduction to Criminal Justice SS 135 Social Problems SS 210 The Family in Society SS 241 Introduction to Criminology	6

SGR 4 **Humanities & Fine Arts**	1 Humanities course and 1 Fine Arts from SGR 4 list	6	**Approved humanities (3)** DKT 110 Dakota Language I DKT 113 Dakota Language II ENG 210 Native American Literature DKT 240 Dakota Religious Traditions & Movements ENG 114 Introduction to Literature **Approved fine arts (3)** ART 118 Introduction to Art ART 120 Introduction to Native American Art DKT 216 Images of Indians in Art & Film	6
SGR 5 **Mathematics**	Any course from SGR 5 list	3	MATH 130: College Algebra	3
SGR 6 **Natural Sciences**	Any 2 approved SGR #6 courses	8	**Choose 2 laboratory science courses:** NS 140 Principles of Chemistry I NS 170: Traditional Plants and Herbs NS 212 General Biology NS225: Environmental Science NS 245 Organic Chemistry	8
	Total General Education Credits	**32**		**32**

D. The Foundational Course Requirements for the Major must also be completed as outlined below. This coursework may be taken at SWC 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 with a major in Addiction Counseling and Prevention are listed below and be transferred if the Regental System General Education transfer requirements are met. Equivalent courses are identified below:

Foundational Course Requirements for Major

USD Foundational Course Requirements for Major		SWC Equivalent*	
ACP 116: Study of Alcohol Use & Addiction	3	ADC 115: Introduction to Alcohol Use and Abuse	3
ACP 117: Study of Drug Use & Addiction	3	ADC 116: Introduction to Drug Use and Abuse	3
ACP 220: Fundamental Skills of Individual Counseling for Addiction	3	ADC 220: Addiction Helping Skills	3
ACP 222: Fundamental Skills of Group Counseling for Addiction	3	ADC 227: Alcohol and Drug Group Counseling	3
ACP 315: Ethical & Legal Issues in the Addiction Profession	3	ADC 223: Ethics for the Alcohol and Drug Professional	3
ACP 292: Special Topics	3	ADC 234: Native American and Substance Abuse	3
Total Foundational Course Credits	**18**		**18**

*Additional elective credits may be transferred if they meet Regental System General Education transfer requirements.

IV. Pathway: Forward Articulation (completing AS degree in Addiction and Diversity Counseling at SWC and transferring to USD to complete the Bachelor of Science degree with a major in Addiction Counseling and Prevention)

A.   Students may elect to participate in dual advising from SWC and USD while completing the AS in Addiction and Diversity Counseling in preparation for the USD ACP program. Students should work jointly with their advisors to ensure all requirements are met for the BS degree from USD.

B.   Students are eligible to apply to the USD Addiction Counseling and Prevention Department for admission into the program when they have completed all the course requirements for the AS in Addiction and Diversity Counseling from SWC and have met all additional program admission criteria. Once accepted into the ACP program, USD will accept all General Education (32 cr hrs) and Foundational Course credits (18 cr hrs) from this AS degree. Students must successfully complete the AS degree from SWC prior to transferring to USD. A BS degree with a major in Addiction Counseling and Prevention will be conferred when all remaining courses are completed.

C.   Students must meet all Board of Regents policies and USD graduation requirements to receive a degree.

Additional Courses Required for the ACP Major Delivered by USD

Course	Course Title	
ACP 410	Addictive Family Systems and Family Counseling	3
ACP 417L	Individual Addiction Counseling Practicum	3
ACP 418L	Group Addiction Counseling Practicum	3
ACP 494	Internship in Prevention or Treatment	3
		12

Students must select at <u>least one</u> of the following specialization areas. Both may be selected to reach the 15 remaining hours needed for a major in Addiction Counseling and Prevention.

ACP SPECIALIZATION REQUIREMENTS (6 CREDIT HOURS - CHOOSE ONE OR BOTH OF THE SPECIALIZATION AREAS)

(I) TREATMENT

Course	Course Title	
ACP 422L	Substance Use and Addiction Treatment Continuum	3
ACP 424	Psychopharmacology of Addiction	3

(II) PREVENTION

ACP 421	Foundations of Substance Use & Addiction Prevention	3
ACP 426	Theory & Practice of Alcohol/Drug Prev. in Communities	3

ACP ELECTIVE REQUIREMENTS (MINIMUM OF 9 CREDIT HOURS - CHOOSE THREE OF THE FOLLOWING COURSES). Students selecting both specialization areas will need <u>one</u> of the following 3 credit hour courses to fulfill the electives requirements.

Course	Course Title	
ACP 320	Adolescents and Substance Use & Addiction	3
ACP 412	Substance Use & Addiction in Diverse Populations	3
ACP 415	Native Americans & Substance Use and Addiction	3
ACP 421	Foundations of Substance Use & Addiction Prevention	3
ACP 424	Psychopharmacology of Addiction	3
ACP 426	Theory & Practice of Alc./Drug Prev. in Communities	3
ACP 452	Addiction and Substance Use Counseling Theories	3

The University requires at least 30 credit hours at the 300/400 level.

Major Total 45 credit hours

IV.   Additional requirements

A.   All Board of Regents policies regarding instructor credentials must be met for general education courses to transfer. For courses taught in the Addiction and Diversity Counseling program to transfer, instructors must possess a minimum of a master's degree in a counseling profession.

B.   To be eligible for application to many USD School of Health Sciences programs, students transferring coursework from SWC must meet specific admission criteria. Minimum GPA and grade acceptance vary among programs.

V.   Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved in this articulation agreement.

VI.   Modification

This agreement may be modified from time to time by the South Dakota Board of Regents.

VII.   Termination

This agreement may be terminated by either party upon one year's written notice to the other. Student(s) enrolled in the program at that time shall be allowed to complete the program.

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate or grant expenditure authority or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the University of South Dakota. Termination for any of these reasons s not a default by the University of South Dakota nor does it give rise to a claim against the University of South Dakota.

VIII.   Effective Date of Agreement:

This agreement applies to students who graduated from SWC after 2021 or later with an AS in Addiction and Diversity Counseling 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 Sisseton Wahpeton College:

_____ Date: _____
Dr. Francis Arpan
Dean of Academics
Sisseton Wahpeton College

_____ Date: _____
Dr. Lane Azure
President
Sisseton Wahpeton College

APPENDIX A

Students will transfer in 65 credits towards the 120 BS degree total.

Transfers in 32 General Educational Requirements credits - USD Requirement Met.

Transfer in 18 ACP credit hours - 27 credits hours still needed to meet 45 credit hour ACP program.

Third year-Fall	Credits	Major
ACP 424 or ACP 421	3	Major
ACP Elective	3	Major
Electives	6	
Total credits	**12**	

Third Year-Spring		Credits	Major
ACP 410		3	Major
ACP 422L or ACP 426		3	Major
ACP 412 or ACP 415 (or take ACP during Su)		3	Major
Electives		3	
Total credits		**12**	

Fourth year-Fall	Credits	Major
ACP 417L	3	Major
Electives	12	
Total credits	**15**	

Fourth year- Spring	Credits	/Major
ACP 418L	3	Major
ACP Elective	3	Major
Electives	6	
Total Credits	**12**	

Fourth Year Summer	Credits	Major
ACP 494	4	Major
Total Credits	**4**	

The University requires at least 30 credit hours at the 300/400 level.

Credit Hours Transferred in   = 65

USD Credit Hours Needed   = 55

Total Hours = 120

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

THE UNIVERSITY OF SOUTH DAKOTA (USD)
and
SOUTHEAST TECHNICAL COLLEGE (STC)

Agreement with Respect to Applying the
NURSING (RN)
Associates of Applied Science (AAS), Nursing at STC
Towards the
NURSING (RN-BSN)
Bachelor of Science Degree Program at USD

I.   **Parties**

The parties to this agreement are The University of South Dakota (USD) and Southeast Technical College (STC).

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 STC students who have completed the AAS degree (RN) an opportunity to earn a Bachelor of Science degree (BSN) with a major in Nursing.

III.   **Academic Program**

A.   Requirements to be completed at USD for the major in Nursing are reflected in the catalog website: RN - BSN major

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 STC 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 BSN degree (RN-BSN) are identified in the chart below. Additional general education coursework may be transferred if the Regental System General Education transfer requirements are met. The general education requirements for the BSN program may be completed at STC while the student completes AAS degree (RN) if desired.

General Education (SGR) Course Requirements

USD General Education Requirement			STC Equivalent	Cr Hrs
SGR 1 **Written Communication and Literacy Skills**	ENGL 101 Composition	3	ENGL 101*	3*
	ENGL 201 Composition II	3		
SGR 2 **Oral Communication**	SPCM 101 Fundamentals of Speech	3	*SPCM 101** Or CMST 101***	
SGR 3 **Social Sciences**	PSYC 101 General Psychology	3	PSYC 101*	3*
	SOC 100 Introduction to Sociology *or* SOC 150 Social Problems	3	SOC 150* *or* SOC 250	3*
SGR 4 **Humanities & Fine Arts**	Humanities	3		
	Fine Arts	3		
SGR 5 **Mathematics**	Approved SGR 5 mathematics course	3	*MATH 114** Or MATH 120***	
SGR 6 **Natural Sciences**	PHGY 220 Human Anatomy/Physiology I PHGY 230 Human Anatomy/Physiology I	8	HC 118/118L PHGY 215/215L[2]	4[1] 4[2]
Total General Education Credits		**32**		**17**

*SDBOR approved transfers included in the STC AAS (RN) curriculum.

**STC courses that meet USD requirements but <u>not</u> included in AAS (RN) curriculum.

[1] STC AAS (RN) courses included in block credit (meets SGR 6).

[2] USD course and credits reflected on USD transcript

C. The Foundational Course Requirements for the Major must also be completed as outlined below. This coursework may be taken at STC if equivalent courses are available and if delivered under the current General Education agreement with the Board of Regents. Foundational coursework required for the BSN degree (RN-BSN) are identified in the chart below. Additional foundational coursework may be transferred if the Regental System General Education transfer requirements are met. The foundational course requirements for the BSN program may be completed at STC while the student completes the AAS (RN) degree if desired.

Foundational Course Requirements for Major

USD Foundational Course Requirements for Major		STC Equivalent	STC Cr Hrs
CHEM 106 or CHEM 112	4	*CHEM 106/L***	
MICR 230[3]	3	MICR 231	3[1]
PHIL 320	3		
PSYC 451[3]	3		
Elective credits	13		13[1]
ASN conferred degree	35		35[1]
RN-BSN Major coursework	27		
Total General Education Credits	**88**		**51**

**STC course that meets USD requirements but <u>not</u> included in AAS (RN) curriculum.

[1] STC AAS (RN) courses included in block credits.

IV. **Pathway: Forward Articulation (completing the AAS (RN) degree at STC and transferring to USD to complete the Bachelor of Science in Nursing.**

    A.   Upon successful completion of the requirements of the AAS (RN) degree at STC, and RN licensure, they are eligible to apply to the USD Department of Nursing. Upon successful completion of the requirements of the AAS (RN) degree program, students may transfer to USD to complete the BS in Nursing. At that time, USD will accept a block of 56 technical course credits from the AAS (RN) degree. Students must successfully complete the AAS (RN) degree from STC, and obtain RN licensure, prior to transferring to USD for the technical course credits to be accepted. Transferable general education coursework in addition to the 56 technical course block credits will also be accepted.

        a. **General education credits from STC AAS curriculum: 17**
        b. **Foundational Course Requirements from STC AAS curriculum: 51**
        c. **BSN Credits at USD: 52**
        d. **Total Credits Required for BSN: 120**

    B.   Students will complete the requirements for the Nursing 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 to receive a degree.

V. **Additional requirements**

To be eligible for application to many USD SHS programs, students transferring coursework from STC 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 and Southeast Technical College.

VIII. **Incorporation of terms in master agreement.**

This agreement shall be subject to all terms and conditions stated in the July 1, 2020 agreement.

IX. **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.

X. **Effective Date of Agreement:**

This agreement applies to students who graduated from STC after fall 2018 or later with an AAS (RN) 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 Southeast Technical College:

_____ Date: _____
Benjamin Valdez
Vice President of Academics
Southeast Technical College

_____ Date: _____
Robert J. Griggs
President
Southeast Technical College

PROGRAM TO PROGRAM ARTICULATION AGREEMENT
WITH SOUTH DAKOTA TECHNICAL INSTITUTES

ARTICULATION AGREEMENT WITH RESPECT TO
DENTAL HYGIENE EDUCATION

BETWEEN

THE UNIVERSITY OF SOUTH DAKOTA

AND

LAKE AREA TECHNICAL COLLEGE

I.   Parties: The parties to this agreement are the Department of Dental Hygiene at The University of South Dakota (USD) and the Dental Assisting Department of Lake Area Technical College (LATC)

II. Purpose: The purpose of this agreement is to provide for the articulation of courses between Lake Area Technical College and The University of South Dakota.

The professional subject areas being considered in this agreement are dental radiography, dental materials and nitrous oxide/oxygen sedation. Courses in these areas may be considered transferable under stated conditions.

III. Academic Program:

A. Courses with Dental Content

Students from the Program in Dental Assisting at the Lake Area Technical College will get credit and a grade a "P" (pass) for The University of South Dakota Department of Dental Hygiene courses indicated below:

LATC Courses	USD Courses	
DA 165 Dental Radiology I (2.5 cr)	DHYG 327	Principles of Radiography (2 cr)
DA 167 Dental Radiology II (2 cr)	DHYG 333	Radiography Practicum (2 cr)
DA 135 Dental Materials I (3cr) and DA 138 Clinical Skills (4cr) and DA 148 Advanced Clinical Skills (2 cr)	DHYG 422	Dental Materials (3cr)
DA 141 Pharmacology and Medical Emergencies (2 cr)	DHYG 351	Nitrous oxide/Oxygen Sedation (1 cr)

The following conditions must be met before credit can be awarded:

1. The student wishing transfer credit must have completed the dental assisting program satisfactorily and received a diploma from LATC.

2. The student wishing transfer credit must have completed the subject matter in these courses with the equivalent of a "B" grade or higher.

3. The courses must have been taken within three years of the request for transfer **OR** the student must have been in full-time employment as a dental assistant for the two years preceding the request for transfer. In addition, the student must have been using radiology and dental materials skills during the period of employment.

All procedures/skills and competency levels taught in the USD Dental Hygiene program must be met by the LATC courses and/or combination of courses. If at any time, procedures/skills and/or competency levels change at either institution, it will be the institution's responsibility to inform the other of the changes. For any and all skills that may apply to the courses for which transfer credit is given, The Chairperson of the University of South Dakota Dental Hygiene program will be the sole determiner of whether the transferring student's skills meet University standards. In the event that the Chairperson determines that the transferring student's skill levels may not meet proficiency standards, it is understood that the student will enroll in the University course for credit.

B.   General Education and Support Coursework

Credit for general education and other support courses will be awarded in accordance with Board of Regents polices as well as articulation Memorandum of Agreement approved by the South Dakota Board of Regents and the South Dakota Board of Education on December 14, 2004. Students must complete all university graduation requirements as stipulated in the relevant University of South Dakota Undergraduate Catalog.

IV.   Obligations of the Parties: Both parties agree to review the progress of this agreement on a yearly basis. The parties also agree to confer with each other regarding changes in courses involved in this articulation agreement.

V.   Third Party: No third party shall have the right to enforce any part of the agreement against any party of this agreement.

VI.   Relationship: The parties agree that the relationship between them is that of independent contractors. This agreement is not intended nor shall it be construed to create any employment relationship, agency, partnership, joint venture or any relationship other than that of independent contractors.

VII.   Termination: This agreement shall remain in effect until such time as circumstances related to the articulation require its revision or termination. Students who enroll in classes to be delivered after the termination will not be entitled to the benefits provided hereunder. Students who attended classes during the term of the agreement and who completed their coursework satisfactorily will continues to enjoy the benefits of this agreement notwithstanding its termination.

The agreement may be terminated if the Legislature fails to appropriate funds needed to support participation in the agreement by The University of South Dakota, or if the Lake Area Technical Colleges governing board fails to provide the necessary appropriations. Termination for failure of appropriation is not a breach of this agreement.

VIII.   Modification: This agreement may be modified from time to time upon written approval by the Board of Regents and the 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.

IX.   Review and Renewal: This agreement will be reviewed on an annual basis and may be amended from time to time by the parties hereto. No amendment shall be binding, however unless the same shall be in writing and signed by the parties subject to the approval of the Board of Regents and Board of Education. This Agreement can be terminated no later than six months prior to the opening session of any academic year upon written notice by either party. If the funding for the USD LATC program is not available, the program will be ended. In such event, students may complete the program at the Vermillion campus.

X. Liability: Neither party, by entering into and performing this agreement shall be or become liable for any existing for future obligation, liability or debt of the other. Each party shall be solely responsible for its employees' or agents' actions and for any claims or losses arising out of its performance of this agreement or the acts or omissions of its employees or agents in the performance thereof.

XI. Effective Date of the Agreement: May 1st, 2021

XII Acceptance of the Agreement.

For The University of South Dakota:

_____ DATE: _____

Erik Mutterer
Chairperson, Department of Dental Hygiene

_____ DATE: _____

Dr. Haifa AbouSamra
Dean, School of Health Sciences

_____ DATE: _____

Dr. Tim Ridgway
Vice President for Health Affairs

_____ DATE: _____

Sheila K. Gestring
President, The University of South Dakota

_____ DATE: _____

John W. Bastian
President, South Dakota Board of Regents

For Lake Area Technical College:

_____ DATE: 4/19/2021

Nicole Pahl
Dental Assisting Program Coordinator, Lake Area Technical College

_____ DATE: 4/26/2021

Mike Cartney
President, Lake Area Technical College

_____ DATE: 4/27/2021

Diane Stiles
Vice President, Lake Area Technical College

PROGRAM TO PROGRAM ARTICULATION AGREEMENT
WITH RESPECT TO
DENTAL HYGIENE EDUCATION

BETWEEN

THE UNIVERSITY OF SOUTH DAKOTA

AND

WESTERN IOWA TECH COMMUNITY COLLEGE

I. Parties: The parties to this agreement are the Department of Dental Hygiene at The University of South Dakota (USD) and the Dental Assisting Department of Western Iowa Tech Community College (WITCC)

II. Purpose: The purpose of this agreement is to provide for the articulation of courses between Western Iowa Tech Community College and The University of South Dakota.

The professional subject areas being considered in this agreement are dental radiography. Courses in these areas may be considered transferable under stated conditions.

III. Academic Program:

A. Courses with Dental Content

Students from the Program in Dental Assisting at the Western Iowa Tech Community College will get credit and a grade a "P" (pass) for The University of South Dakota Department of Dental Hygiene courses indicated below:

WITCC Courses	USD Courses	
DEA 303 (4 cr)	DHYG 327	Principles of Radiography (2 cr)
	DHYG 333	Radiography Practicum (2 cr)

The following conditions must be met before credit can be awarded:

1. The student wishing transfer credit must have completed the dental assisting program satisfactorily and received a diploma from WITCC.

2. The student wishing transfer credit must have completed the subject matter in these courses with the equivalent of a "B" grade or higher.

3. The courses must have been taken within three years of the request for transfer **OR** the student must have been in full-time employment as a dental assistant for the two years preceding the request for transfer. In addition, the student must have been using radiology skills during the period of employment.

All procedures/skills and competency levels taught in the USD Dental Hygiene program must be met by the WITCC courses and/or combination of courses. If at any time, procedures/skills and/or competency levels change at either institution, it will be the institution's responsibility to inform the other of the changes. For any and all skills that may apply to the courses for which transfer credit is given, The

Chairperson of the University of South Dakota Dental Hygiene program will be the sole determiner of whether the transferring student's skills meet University standards. In the event that the Chairperson determines that the transferring student's skill levels may not meet proficiency standards, it is understood that the student will enroll in the University course for credit.

B.   General Education and Support Coursework

Credit for general education and other support courses will be awarded in accordance with Board of Regents polices as well as articulation Memorandum of Agreement approved by the South Dakota Board of Regents and the South Dakota Board of Education on December 14, 2004. Students must complete all university graduation requirements as stipulated in the relevant University of South Dakota Undergraduate Catalog.

IV.   Obligations of the Parties: Both parties agree to review the progress of this agreement on a yearly basis. The parties also agree to confer with each other regarding changes in courses involved in this articulation agreement.

V.   Third Party: No third party shall have the right to enforce any part of the agreement against any party of this agreement.

VI.   Relationship: The parties agree that the relationship between them is that of independent contractors. This agreement is not intended nor shall it be construed to create any employment relationship, agency, partnership, joint venture or any relationship other than that of independent contractors.

VII.   Termination: This agreement shall remain in effect until such time as circumstances related to the articulation require its revision or termination. Students who enroll in classes to be delivered after the termination will not be entitled to the benefits provided hereunder. Students who attended classes during the term of the agreement and who completed their coursework satisfactorily will continues to enjoy the benefits of this agreement notwithstanding its termination.

The agreement may be terminated if the Legislature fails to appropriate funds needed to support participation in the agreement by The University of South Dakota, or if the Western Iowa Tech Community College governing board fails to provide the necessary appropriations. Termination for failure of appropriation is not a breach of this agreement.

VIII.   Modification: This agreement may be modified from time to time upon written approval by the Board of Regents. 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.

IX.   Review and Renewal: This agreement will be reviewed on an annual basis and may be amended from time to time by the parties hereto. No amendment shall be binding, however unless the same shall be in writing and signed by the parties subject to the approval of the Board of Regents. This Agreement can be terminated no later than six months prior to the opening session of any academic year upon written notice by either party. If the funding for the WITCC program is not available, the program will be ended. In such event, students may complete the program at the Vermillion campus.

X.   Liability: Neither party, by entering into and performing this agreement shall be or become liable for any existing for future obligation, liability or debt of the other. Each party shall be solely responsible for its employees' or agents' actions and for any claims or losses arising out of its performance of this agreement or the acts or omissions of its employees or agents in the performance thereof.

XI.   Effective Date of the Agreement: May 1, 2021

XII   Acceptance of the Agreement.

For The University of South Dakota:

Erik Mutterer   DATE: 3/29/2021

Erik Mutterer
Chairperson, Department of Dental Hygiene

_____   DATE:_____

Dr. Haifa AbouSamra
Dean, School of Health Sciences

_____   DATE:_____

Dr. Tim Ridgway
Vice President for Health Affairs

_____   DATE:_____

Sheila K. Gestring
President, The University of South Dakota

_____   DATE:_____

John W. Bastian
President, South Dakota Board of Regents

For Western Iowa Tech Community College

Joni Miller   DATE: 3/24/2021

Joni Miller
Dental Assisting Program Coordinator

Teri Peterson   DATE: 3/29/2021

Teri Peterson
Associate Dean of Health Sciences

Darin Moeller   DATE: 3/29/21

Darin Moeller
Executive Dean of Instruction

Terry Murrell   DATE: 3/26/2021

Terry Murrell
President, Western Iowa Tech Community College

SOUTH DAKOTA BOARD OF REGENTS
ACADEMIC AFFAIRS FORMS
Transfer of General Education Block Credit

University of South Dakota	**Sisseton Wahpeton College (SWC)**
Institution Performing Review	**Transfer Institution**

Institutional Chief Academic Officer Approval Signature	**Date**

Which requirements are being applied? ☐ BS/BA ☒ **AA: General Studies to system bachelor's degree program**

Transferring Institution Accrediting Agency: **Higher Learning Commission**

Number of Transfer Students in the Last 5 Years: _____

Identify general education goals at the transferring institution that correspond with current Regental System general education goals. If there is no corresponding goal, leave the box blank. Additionally, identify courses at the transferring institution that would fulfil the transferring institution's general education goals.

System Goals	Transferring Institutional Goals	Sample Courses	Number of Credit Hours Required for Goal
1. Student will write effectively and responsibly and will understand and interpret the written expression of others.	General Education at Sisseton Wahpeton College reflects a belief that for success, students must be exposed to principles, concepts, and methodologies from multiple disciplines. General Education is designed to create opportunities for students to build a foundation of knowledge and develop skills necessary for life-long learning. Students' life-quality is enhanced when they are encouraged to understand and value the world, and contribute to global well-being. General Education at Sisseton Wahpeton College provides students with opportunities to: • Integrate Dakota culture and values into personal	ENG 112 Composition I	3
		ENG 212 Composition II	3
2. Students will communicate effectively and responsibly through listening and speaking.		ENG 110 Speech Communications	3
3. Student will understand organization, potential, and diversity of human community through study of the social sciences		**Approved social sciences options (need to choose 2):** DKT 130 Dakota History DKT 265 American Indian Sovereignty GEO 120 World Geography HPS 120 United States Government (3) HPS 150 Current Events HPS 160 Western Civilization 1 HPS 165 Western Civilization II HPS 210 State and Local Government HPS 230 American History I HPS 232 American History II HPS 250 Introduction to Tribal Government HPS 275 Introduction to Tribal Law BUS 214 Macroeconomics BUS 217 Microeconomics PSY 110 General Psychology PSY 205 Life Span Development PSY 230 Pseudoscience & Controversy SS 110 Introduction to Sociology	6

AAC Form 8.6 – Transfer of General Education Block Credit
(Last Revised 04/2017)

		SS 120 Introduction to Criminal Justice SS 135 Social Problems SS 210 The Family in Society SS 241 Introduction to Criminology	
4. Students will understand the diversity and complexity of the human experience through study of the arts and humanities.	• Use effective written and verbal communication skills. • Utilize technology for research and communication. • Apply mathematical and critical thinking skills to solve real-world problems. SWC faculty are dedicated to supporting the mission of the College and promoting the skills and attitudes that every graduate should possess, thereby enriching the quality of life of our students, and contributing to economic development through the provision of human capital and other resources. Each program of study at Sisseton Wahpeton College is responsible for determining the appropriate platform for delivery of general education outcomes and establishing assessment measures and improvement plans to benefit student learning in their discipline. The Curriculum Committee evaluates the quality and validity of these programs as related to student learning.	**Approved humanities (3)** DKT 110 Dakota Language I DKT 113 Dakota Language II ENG 210 Native American Literature DKT 240 Dakota Religious Traditions & Movements ENG 114 Introduction to Literature **Approved fine arts (3)** ART 118 Introduction to Art ART 120 Introduction to Native American Art DKT 216 Images of Indians in Art & Film	6
5. Students will understand and apply fundamental mathematical process and reasoning.		MATH 130: College Algebra	3
6. Students will understand the fundamental principles of the natural sciences and apply scientific methods of inquiry to investigate the natural world.		**Choose 2 laboratory science courses:** NS 140 Principles of Chemistry I NS 212 General Biology NS 245 Organic Chemistry	8
Total General Education Credit Hours Required to Meet BOR Goals			**30**
Total General Education Credit Hours Required from Transferring Institution			**32**

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

****

SUBJECT
Research Park Reports

CONTROLLING STATUTE, RULE, OR POLICY
SDCL chapter 5-29

BACKGROUND / DISCUSSION
The USD Discovery District, Research Park at SDSU, DSU-Soar and Ascent Innovation will present to the Board, providing updates on the current status of operations and future plans of the respective entities.

IMPACT AND RECOMMENDATION
The annual reports of the research parks provide an opportunity for the Board to stay apprised of the activity underway, while also fulfilling various reporting requirements of the parks.

ATTACHMENTS
(Item will be supplemented with any written materials provided by the parks.)

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INFORMATIONAL ITEM

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

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SUBJECT
 USD Discovery District Annual Meeting

CONTROLLING STATUTE, RULE, OR POLICY
 SDCL chapter 5-29

BACKGROUND / DISCUSSION
 The Board's June meeting serves as the time and place for the USD Research Park, Inc. (dba USD Discovery District) annual meeting. The annual meeting is the time and place for the Board to appoint directors to the Board of Directors of the USD Discovery District. The current makeup of the Board of Directors is set forth in Attachment I. There are three terms set to expire in 2021, which are currently occupied by Ryan Pidde, Paul TenHaken, and Kim Patrick, all of which are seeking reappointment for their second 3-year term, and the Board of Directors recommends and requests Regent Stork be appointed as an additional director to represent BOR, and Mark Mickelson be appointed as an additional director. The foregoing would result in 13 members on the Board of Directors, which is within in the 10 – 15 members authorized in the by-laws. As such, there are five appointments pending before the Board at its meeting, which would become effective upon approval.

IMPACT AND RECOMMENDATION
 The Board of Directors recommends and requests the Member (BOR) take the following action:

 > **Reappoint Ryan Pidde, Paul TenHaken and Kim Patrick to serve three year terms on the Board of Directors of the USD Discovery District; and**

 > **Appoint Barb Stork, as a BOR representative, and Mark Mickelson to serve three year terms on the Board of Directors of the USD Discovery District.**

ATTACHMENTS
 Attachment I – USD Discovery District Board of Directors

****

DRAFT MOTION 20210623_6-F(2):
 I move to reappoint Ryan Pidde, Paul TenHaken and Kim Patrick, and appoint Barb Stork and Mark Mickelson, to serve three year terms on the Board of Directors of the USD Discovery District.

2021 Discovery District Board of Directors

3 Year Term – Expires 2023

Bob Sutton, Vice President/Vice Chair, Avera Health

Dr. Dave Kapaska, formerly Avera Health

Deb Peters, SD Association of Healthcare Organizations

3 Year Term – Expires 2022

Russell Olson, Sec./Treas., Heartland

Paul Hanson, Sanford USD

Kevin Schieffer

3 Year Term – Expires 2021

Ryan Pidde, Mickelson & Compay

Mayor Paul TenHaken, City of Sioux Falls

Kim Patrick, Sanford Health

Ex-Officio, Voting

Sheila Gestring, Chairman

Dr. Brian Maher, SD BOR

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

****

SUBJECT
   DSU-SOAR Annual Meeting

CONTROLLING STATUTE, RULE, OR POLICY
   SDCL chapter 5-29

BACKGROUND / DISCUSSION
   The Board's June meeting serves as the time and place for the DSU-SOAR annual meeting. The annual meeting is the time and place for the Board to appoint directors to the Board of Directors of DSU-SOAR. The current makeup of the Board of Directors consists of José-Marie Griffiths, Jim Moran, Richard Hanson, Stacy Krusemark, and Nathan Lukkes, all which have their initial 1-year term expiring in 2021. As such, the Member must reappoint and/or appoint additional directors to the Board of Directors.

IMPACT AND RECOMMENDATION
   As reflected in the Resolution of the Board of Directors set forth in Attachment I, the Board of Directors nominates the following slate of directors to the Member (BOR) for approval, which would increase the Board of Directors makeup from 5 to 8 directors:

   Reappoint José-Marie Griffiths to serve a 3-year term, Richard Hanson to serve a 3-year term, Nathan Lukkes to serve a 3-year term, Stacy Krusemark to serve a 2-year term, and Jim Moran to serve a 1-year term on the Board of Directors of DSU-SOAR; and

   Appoint Pat Engebretson, Dean of The Beacom College of Computer and Cyber Sciences, to serve a 3-year term, Dorine Bennett, Dean of the College of Business and Information Systems, to serve a 2-year term, and David Kenley, Dean of the College of Arts and Sciences, to serve a 1-year term on the Board of Directors of DSU-SOAR.

ATTACHMENTS
   Attachment I – Resolution of the DSU-SOAR Board of Directors

****

DRAFT MOTION 20210623_6-F(3):
   I move to reappoint and appoint the slate of directors to the board of DSU-SOAR as nominated in the Resolution set forth in Attachment I.

RESOLUTION OF THE
DSU-SOAR
BOARD OF DIRECTORS

WHEREAS, the annual meeting of the Board of Directors (the "Board") of DSU-SOAR (the "Company") was convened on April 26th, 2021;

WHEREAS, all members of the Board, entitled to notice of an annual meeting under the Company Bylaws, have waived all requirements of notice of the annual meeting;

WHEREAS, pursuant to the authority granted in the Bylaws, the Board must submit recommendations to the Member for the appointment of directors to staggered terms;

WHEREAS, the initial 1-year terms of directors José-Marie Griffiths, Jim Moran, Richard Hanson, Stacy Krusemark, and Nathan Lukkes will expire 2021;

WHEREAS, the Board approves and nominates the following directors for submission to the Member for final approval to serve the following terms:

1. José-Marie Griffiths to serve a 3-year term,
2. Jim Moran to serve a 1-year term,
3. Richard Hanson to serve a 3-year term,
4. Stacy Krusemark to serve a 2-year term,
5. Nathan Lukkes to serve a 3-year term,
6. Dorine Bennett to serve a 2-year term,
7. Pat Engebretson to serve a 3-year term,
8. David Kenley to serve a 1-year term,

AND

WHEREAS, the Board affirms and appoints the following officers of the Company for the subsequent year:

1. Richard Hanson – President,
2. Jim Moran – Vice President, and
3. Stacy Krusemark – Secretary/Treasurer

AND

WHEREAS, the Board reaffirms and ratifies all other decisions and actions of the Board for the preceding year.

NOW, THEREFORE, the foregoing resolution was adopted by the Board of Directors on April 26th,

2021 by unanimous vote.

Date:

_ April 26th, 2021_____

ATTEST:

_____
DSU-SOAR, Secretary

AGENDA ITEM: 6 – G
DATE: June 23-24, 2021

****

SUBJECT
Medical Marijuana Policy Revisions (First & Final Reading)

CONTROLLING STATUTE, RULE, OR POLICY
Controlled Substances Act
Drug-free Workplace Act
Drug-free Schools and Communities Act
SDCL chapter 34-20G (Medical Cannabis – Effective July 1, 2021)

BACKGROUND / DISCUSSION
In November of 2020, South Dakota voters approved Initiated Measure 26 ("IM 26"), which establishes a medical marijuana program in South Dakota, effective July 1, 2021. As a result, various BOR policies require revision to adjust for the legalized presence of medical marijuana in South Dakota. Notwithstanding the passage of IM 26, marijuana (TCH) remains a controlled substance in Schedule 1 of the Controlled Substances Act at the federal level, creating conflict between the state and federal authority on the topic, specifically the Drug-free Workplace Act and Drug-free Schools and Communities Act, which have federal funding implications for our institutions.

The proposed policy revisions solidify the Board's prohibition on the use or possession of marijuana, including medical marijuana, on property owned or controlled by the Board or at events hosted or sponsored by the Board or any of its institutions. The proposed policy revisions do not prohibit a student, employee or visitor with a validly issued written certification for medical marijuana from ingesting medical marijuana on property not controlled or owned by the Board, but the policies do place limitations or restrictions on the individuals when they are on campus or working. When an employee reports to work they must not be impaired or otherwise unable to perform the duties of their position and students attending class or participating in activities may not be impaired or otherwise disrupt academic or campus activities as a result of their off-campus medical marijuana use. Students and employees found in violation of the foregoing are subject to disciplinary action.

(Continued)
****

DRAFT MOTION 20210623_6-G:
I move to approve the first and final reading of the proposed revisions to BOR Policies 3:4, 3:6, 4:4, 4:14, 4:27 and 6:13, as presented.

The proposed revisions to BOR Policy 4:27 squarely address the federal requirements/implications and the Board's position as it relates thereto. The proposed revisions to BOR Policies 3:4, 3:6, 4:4, 4:14 and 6:13 operationalize the Board's position in the pertinent areas with overlap with, or applicability to, medical marijuana use or possession and the actions or consequences related thereto, whether with respect to students, employees or visitors on campus. Of note, the proposed revisions to BOR Policy 3:6 would recognize a student holding a currently valid written certification for the medical use of cannabis as a circumstance for which an exception to the on-campus housing requirement would ordinarily be waived.

IMPACT AND RECOMMENDATION

The proposed policy revisions set forth in Attachments I – VI ensure compliance with applicable federal authority by prohibiting the use and possession of marijuana, including medical marijuana, on property owned or controlled by the Board or at events hosted or sponsored by the Board or any of its institutions. Additionally, the proposed revisions provide for the appropriate enforcement and/or disciplinary framework to effectively carryout the aforementioned prohibitions.

Staff recommends approval.

ATTACHMENTS

Attachment I – Proposed Revisions to BOR Policy 3:4
Attachment II – Proposed Revisions to BOR Policy 3:6
Attachment III – Proposed Revisions to BOR Policy 4:4
Attachment IV – Proposed Revisions to BOR Policy 4:14
Attachment V – Proposed Revisions to BOR Policy 4:27
Attachment VI – Proposed Revisions to BOR Policy 6:13

SOUTH DAKOTA BOARD OF REGENTS

<u>Policy Manual</u>

SUBJECT: Student Code of Conduct

<u>**NUMBER:**</u> 3:4

A. <u>PURPOSE</u>

To establish the expectations of student conduct, the process for determining when there is a violation of the conduct code, and the appeals process available when a violation is found.

B. <u>DEFINITIONS</u>

1. **Advisor**: A person of the student's choosing who has agreed to advise a student throughout the student conduct process. The advisor may be a faculty member, staff member, student, attorney, family member, or anyone else. The advisor is limited to advising the student directly, and is not permitted to speak to anyone else, or participate directly, in any hearing. Students should choose an advisor who is available to attend any scheduled meetings or hearings because advisor availability is not considered in scheduling meetings or hearings.

2. **Appellate Board**: Any person or persons authorized by the institutional president to consider an appeal from the chair's determination that a respondent has or has not violated the Student Code or from the conduct sanctions imposed by the Student Conduct Officer.

3. **Board Policy**: The written policies of the South Dakota Board of Regents contained in the policy manual.

4. **Chair**: The Student Conduct Officer or the senior student affairs officer who:

    4.1. Is a member of the Student Conduct Panel;

    4.2. Is responsible for the proper operation of the hearing; and

    4.3. Has sole discretion to determine whether a Respondent has violated the Student Code, and if so, to impose appropriate sanctions.

5. **Complainant**: An individual who was allegedly injured by an alleged violation of the Student Code by a respondent.

6. **Day**: Monday through Friday, except for holidays and other times when the Institution's administrative offices are closed.

7. **Faculty Member**: Any person hired by the institution to conduct classroom or other academic activities.

8. **FERPA**: the Family Educational Rights and Privacy Act of 1974, as amended.

9. **Human Rights Violations**: Violence, Harassment, Stalking, Discrimination, and Retaliation under this Student Code not constituting Sexual Harassment as defined by section 2.4.6 below.

10. **Institution**: 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.

11. **Institutional Official**: Any person employed by the institution, performing assigned administrative or professional responsibilities.

12. **Institutional Premises**: All land, buildings, facilities, and other property in the possession of, or owned, used, or controlled by, the Institution, including adjacent streets and sidewalks.

13. **Member of the Institutional Community**: Any person who is a student, faculty member, institutional official, any person employed by the institution, a volunteer, or guest. A person's status in a particular situation shall be determined by the senior student affairs officer.

14. **Notice**: Notice required by this Student Code shall be provided in writing via email to the student's official institutional email account. Notice is deemed received the Day after it is sent by email.

15. **Organization**: Any student group that has been granted institutional registration or recognition.

16. **Policy**: The written regulations of the institution as found in, but not limited to, this Student Code, the Residence Life Handbook, the Graduate and Undergraduate Catalogs, and other official publications.

17. **Reasonable Person**: A reasonable person under similar circumstances and with similar identities as the complainant.

18. **Respondent**: A student or organization that is alleged to have violated the Student Code.

19. **Senior Student Affairs Officer**: That institutional official exercising primary authority over institutional student affairs programs and operations, or designee.

20. **Student**: All persons taking courses from the institution, both full-time and part-time, enrolled in undergraduate, graduate, professional or special topic courses, whether credit-bearing or not.

21. **Student Code**: The Student Code of Conduct contained in this Board Policy 3:4.

22. **Student Conduct Panel**: The panel that hears formal hearings.

    22.1. This panel can take the following forms:

        22.1.1. Option 1 – only the Student Conduct Officer;

        22.1.2. Option 2 – the Student Conduct Officer and any institutional employee or employees or independent contractor authorized by the senior student affairs officer to determine whether a student has violated the Student Code and to recommend imposition of conduct sanctions;

22.2. For matters involving allegations of academic misconduct, the student conduct panel must include at least one faculty member or academic administrator appointed by the Provost in the form described in Option 2 above.

23. **Student Conduct Officer**: Any institutional official authorized by the Senior Student Affairs Officer to:

23.1. Informally resolve an allegation by determining the facts and, if a violation is found, imposing a conduct sanction without the assistance of a Student Conduct Panel;

OR

23.2. Serve as chair of the Student Conduct Panel;

23.3. Receive and consider the findings and recommendations of a Student Conduct Panel; and

23.4. Determine whether a respondent has violated the Student Code, and if so, to impose appropriate sanctions.

C. <u>POLICY</u>

1. Introduction

The Board of Regents and its institutions are committed to creating and maintaining a productive living-and-learning community that fosters the intellectual, personal, cultural, and ethical development of its students. Self-discipline and respect for the rights and privileges of others are essential to the educational process and to good citizenship.

1.1. Purpose of the Student Code of Conduct

The purpose of the Student Code is to educate students about their civic and social responsibilities as members of the institutional community. The primary focus of the student conduct process is on educational and corrective outcomes; however, conduct sanctions such as suspension or expulsion from an Institution may be necessary to uphold community standards and to protect the campus community. Extensive, organized, serious, or repeated violations of this Student Code are taken into account when determining conduct sanctions.

1.2. Standards of Behavior

Attendance at an institution is optional and voluntary. When students enroll at an institution, they voluntarily accept obligations of performance and behavior that are consistent with the institution's lawful mission, processes, and functions. In general, these obligations are considered much higher than the obligations imposed by civil and criminal law for all citizens.

By enrolling at an institution, students voluntarily accept responsibility for compliance with all Board of Regents and Institutional Policies, including but not limited to this Student Code.

1.3. Authority of an Institution over its Students and Organizations

1.3.1. Student conduct proceedings may be initiated in response to conduct prohibited by the Student Code:

    1.3.1.1. That occurs on institutional premises

    1.3.1.2. That occurs at events official sponsored by an institution

    1.3.1.3. That arises out of membership in the Institutional community: or

    1.3.1.4. That occurs elsewhere and that adversely affects an Institution, any Organizations, members or the Institutional community, or the pursuit of their lawful objectives.

1.3.2. Notwithstanding this Student Code, an institution reserves the right to take necessary and appropriate action to protect the safety and well-being of the campus community. The institution also reserves the right to extend any deadline contained in this Student Code for good cause with written notice to the parties of the delay and the reason for the delay.

1.3.3. For purposes of the Student Code, the default authority over the student for student conduct purposes will be determined as follows:

    1.3.3.1. For alleged misconduct that occurs on institutional premises, the institution where the alleged misconduct occurred;

    1.3.3.2. For alleged misconduct that occurs at events officially sponsored by an institution, the institution that sponsored the event;

    1.3.3.3. For alleged misconduct that occurs elsewhere and that adversely affects an institution, the institution adversely affected;

    1.3.3.4. For alleged instances of Academic Misconduct, the institution that offered the course.

1.3.4. For instances where multiple Institutions have a reasonable claim to authority over the student for student conduct purposes, the Senior Student Affairs Officer at the institutions with a reasonable claim to authority shall determine the appropriate institution to proceed with the Student conduct process. The decision should consider the location of the alleged incident, complainant, respondent, witnesses, and the practicality of conducting the student conduct process at the different Institutions having a reasonable claim to authority. If the Senior Student Affairs Officers cannot agree, the System Director of Student Affairs will make a final decision.

1.3.5. Where students are also employees, they may be subject to concurrent authority. Student conduct proceedings under this Student Code may be initiated irrespective of any action taken by an institutional employer. However, when the student employee has been subject to conduct proceedings as an employee, the findings that resulted from such proceedings will be considered in the student conduct process as long as the standard used in such proceedings was preponderance of the evidence or higher.

1.4. Alcohol Amnesty

This section aims to remove the barriers that may prevent any student from seeking emergency medical attention by providing an opportunity for the institution to intervene in a caring and non-punitive manner. The goal is to reduce the potential risk of alcohol-related injuries or deaths, and increase the likelihood that students will seek medical attention in crisis situations.

1.4.1. A student who seeks emergency medical attention (or who has emergency medical attention sought on his/her behalf) for alcohol-related consumption, will not be sanctioned for violating alcohol consumption prohibitions found in the Student Code related to that incident, as long as the student completes the following requirements:

- Participates in an initial meeting with the Senior Student Affairs Officer; and

- Completes all recommendations from the Senior Student Affairs Officer; and

- Submits proof of completion of all recommendations, within the time frame designated by the Senior Student Affairs Officer at the initial meeting.

1.4.2. A bystander student who has engaged in alcohol consumption and who seeks emergency medical attention for someone else or tries to actively engage in assistance for someone else for that person's alcohol-related consumption, will not be sanctioned for violating alcohol consumption prohibitions found in the Student Code related to his/her own consumption but will be invited to meet with the Senior Student Affairs Officer.

1.4.3. The institution will not pursue any disciplinary action related to any alcohol or drug consumption against any student who has been sexually assaulted or sexually harassed, for his/her use of alcohol or drugs at the time of the sexual assault or sexual harassment.

1.4.4. Subsections C.1.4.1 and C.1.4.2 of this section will only apply to a student who seeks emergency medical attention before police or institutional employees or agents take any official action or intervention related to the alcohol consumption.

1.4.5. Alcohol amnesty does not preclude disciplinary action regarding other violations of the Student Code.

1.4.6. Alcohol amnesty only applies to the institution's student conduct process. It does not apply to any criminal, civil or other legal consequence for violations under federal, state or local law.

1.4.7. Alcohol amnesty is not designed to protect or shield those students who repeatedly violate the Student Code. The Senior Student Affairs Officer may assess each situation on a case-by-case basis, denying the safeguards of alcohol amnesty if serious or repeated incidents prompt a higher degree of concern or response, which may include disciplinary action under this Student Code.

1.5. Relationship Between the Student Conduct Process and the Criminal Law Process

1.5.1. The student conduct process is independent of any criminal or civil process. Therefore, a student alleged to have engaged in conduct that would be a violation of this Student Code (whether such conduct could also be a violation of criminal or civil law) may face student disciplinary action regardless of any criminal or civil process or their outcomes.

1.5.2. When the alleged misconduct includes allegations of Human Rights Violations, the disciplinary process will not be delayed except when law enforcement requests a delay to conduct the fact-finding portion of its investigation.

1.5.3. Determinations made or conduct sanctions imposed under this Student Code shall not be subject to change because criminal charges arising out of the same facts giving rise to violation of this Student Code were dismissed, reduced, or resolved in favor of, or against, the criminal law defendant.

1.5.4. When a student is charged by federal, state, or local authorities with a violation of law, the Institution will not request or agree to special consideration for that student because of his or her status as a student.

1.5.5. If the alleged violation of law also gives rise to student disciplinary action under this Student Code, the institution may advise off-campus authorities of the existence of the Student Code and of how such matters are typically handled under the Student Code.

1.5.6. The institution will attempt to cooperate with law enforcement and other agencies in the enforcement of criminal law and in the conditions imposed by criminal courts for the rehabilitation of Student violators provided that the conditions do not conflict with any conduct sanctions imposed as a result of the student conduct process, this Student Code, or Institutional Policies.

1.5.7. Where the student has been found guilty in a court of law or has declined to contest such charges, although not actually admitting guilt (e.g., "no contest" or "nolo contendere"), the alleged facts that formed the basis of the criminal charges shall be deemed established for purposes of any student conduct process.

1.5.8. Individual students and other members of the institutional community, acting in their personal capacities, remain free to interact with governmental representatives as they deem appropriate.

1.5.9. When an employee of the institution knows that a felony was committed and that knowledge is not privileged, such employee shall report the known facts and circumstances to law enforcement officials who have jurisdiction over the matter.

1.6. Interpretation and Revision

1.6.1. No provision of this Student Code shall be interpreted to deprive students of rights guaranteed them under state or federal law.

1.6.2. Institutions must ensure that institutional interests do not interfere with the impartiality of the student conduct process.

1.6.3. Any question of interpretation regarding the Student Code shall be referred to the Senior Student Affairs Officer for final determination.

1.6.4. The Student Code should be reviewed periodically under the direction of the Senior Student Affairs Officers.

1.6.4.1. If the review leads to a recommendation that Board Policy be modified, that recommendation and its supporting rationale shall be provided to the institutional presidents and, if approved, forwarded to the Executive Director.

1.7. Institutions may choose to adopt institutional policies that are consistent with this Student Code.

2. Prohibited Conduct

The following list describes actions that detract from the effectiveness of an institution's productive living-and-learning community. Any student found to have engaged, attempted to engage, or allowed or assisted another in engaging, in the following prohibited conduct is subject to the student conduct process and conduct sanctions outlined in this Student Code. In instances where prohibited conduct contained in this policy is defined differently in another Board Policy or Institutional Policy, the definition contained in this policy shall be used to address prohibited conduct by a student.

2.1. Acts of Academic Misconduct or Dishonesty

Honesty and integrity are core values at all institutions. Faculty members and students are jointly responsible for maintaining academic standards and integrity in institutional courses. In addition to any conduct sanctions imposed under this Student Code, academic consequences for academic misconduct may be imposed by the faculty member, including issuing a failing grade in the course. Any grade issued by the faculty member, whether as a result of academic misconduct or not, constitutes an academic evaluation and is not a conduct sanction imposed under this Student Code. All faculty members should report incidents of Academic Misconduct to the Student Conduct Officer.

2.1.1. Engaging in acts of Academic Misconduct, which means Cheating or Plagiarism.

2.1.1.1. Cheating includes, but is not limited to, the following:

- Using any unauthorized assistance in, or having unauthorized materials while, taking quizzes, tests, examinations or other assignments, including copying from another's quiz, test, examination, or other assignment or allowing another to copy from one's own quiz, test, examination, or other assignment;

- Using sources beyond those authorized by the instructor in writing papers, preparing reports, solving problems, or carrying out other assignments;

- Acquiring, without permission, tests or other academic material belonging to the instructor or another member of the institutional faculty or staff;

- Engaging in any behavior prohibited by the instructor in the course syllabus or in class discussion;

- Falsifying or misrepresenting data or results from a laboratory or experiment; or

- Engaging in other behavior that a reasonable person would consider to be cheating.

2.1.1.2. Plagiarism includes, but is not limited to, the following:

- Using, by paraphrase or direct quotation, the published or unpublished work of another person without full and clear acknowledgment;

- Using materials prepared by another person or agency engaged in the selling of term papers or other academic materials without prior authorization by the instructor; or

- Engaging in other behavior that a reasonable person would consider plagiarism.

2.1.2. Engaging in other conduct that a reasonable person would consider dishonesty relating to academic achievement, research results or academically related public service.

2.1.3. Furnishing false information or false representations to any institutional official, instructor, or office. Submission of false information or withholding information at the time of admission or readmission may make an individual ineligible for admission to, or continuation at, an Institution.

2.1.4. Forging, fabricating, altering, misrepresenting, or misusing any document, record, or identification, including misrepresentations of degrees awarded or honors received.

2.1.5. Tampering with the election of any organization.

2.1.6. Claiming to represent, or act on behalf of, the institution when not authorized to do so.

2.2. Disruption, Obstruction, or Interference with Institutional Activities

2.2.1. Disrupting or obstructing institutional activities.

2.2.2. Classroom disruption, which is behavior that a reasonable person would view as significantly or repeatedly interfering with the instructor's ability to teach the class or the ability of other students to benefit from the instructional program.

2.2.3. Failure to comply with directions of institutional, law enforcement, fire department, public safety contractors, or other government officials acting in performance of their duties and/or failure to identify oneself to these persons when requested to do so.

2.2.4. Obstruction of the free flow of pedestrian or vehicular traffic.

2.2.5. Abuse of the student conduct process, which includes, but is not limited to, any of the following:

- Falsifying, distorting, or misrepresenting information provided;

- Making false allegations;

- Attempting to discourage an individual's proper participation in, or use of, the Student conduct process;

- Harassment (verbal or physical) or intimidation of any person participating in the Student conduct process;

- Failure to comply with any conduct sanctions imposed pursuant to this Student Code.

2.3. Misuse of Institutional Resources or Property, or Personal Property of Others

2.3.1. Tampering with fire and life safety equipment including, without limitation, fire alarms, sprinkler systems, first aid equipment, and laboratory safety apparatus.

2.3.2. Unauthorized taking of, damage to, or possession of property belonging to the Institution, another member of the institutional community, or another person.

2.3.3. Unauthorized possession, duplication, or use of keys, access cards, or access codes to any institutional premises.

2.3.4. Unauthorized entry into, or use of, institutional premises.

2.3.5. Unauthorized possession, entry into, or use of institutional equipment, software systems, or information.

2.3.6. Possession of firearms, stun guns, tasers, BB guns, switchblade knives, fixed-blade knives with a blade length of five (5) inches or greater, or any item that is designed or used to injure or harm another person, fireworks, explosives, or dangerous chemicals on institutional premises or at institutional events, except as explicitly permitted by a Board Policy or an Institutional Policy;

2.3.7. Unauthorized use or abuse of technology, including, but not limited to:

- Unauthorized entry into a file or program to use, copy, read, delete, or change the contents, or for any other purpose;

- Unauthorized transfer of a file;

- Unauthorized use of another individual's identification or account;

- Use of technology to interfere with the work of another student, faculty member, or institutional official;

- Use of an Institution's technology to engage in Harassment.

- Use of technology to engage in unlawful activities, including those involving uses that infringe intellectual property rights;

- Use of technology to interfere with normal operation of an institution's technology or other system;

- Making, acquiring, or using unauthorized copies of computer files, violating terms of applicable software license agreements, or using the Institution's technology network or system to download files in violation of copyright laws;

- Attempting to circumvent data protection schemes or tampering with security;

- Violating institutional or board computer use or internet policies.

2.4. Threat of Harm or Actual Harm to a Person's Physical or Mental Health or Safety

2.4.1. Violence, which includes, but is not limited to, using or threatening to use physical force on or towards another person without that person's permission, except in reasonable self-defense. The use of physical force includes both using one's own body parts as well as using other items.

2.4.2. Brandishing, pointing, or using a knife, gun, or other weapon towards another person, except in reasonable self-defense.

2.4.3. Restraining or transporting another person without that person's permission.

2.4.4. Making bomb threats.

2.4.5. Harassment, which includes, but is not limited to: Conduct towards another person that is so severe, pervasive, and objectively offensive that it effectively denies the individual's ability to participate in or to realize the intended benefits of an Institutional activity or resource; and

2.4.6. Sexual Harassment, which is conduct on the basis of sex that satisfies one or more of the following:

2.4.6.1. An employee of an institutional conditioning the provision of education benefits on participation in unwelcome sexual conduct (i.e., quid pro quo); or

2.4.6.2. Unwelcome conduct that a reasonable person would determine is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the institution's education program or activity; or

2.4.6.3. Sexual assault (as defined in the Clery Act), dating violence, domestic violence, or stalking as defined in the Violence Against Women Act (VAWA), the definitions of which are set forth in BOR Policy 1:17.1.

2.4.7. Stalking, which is engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's safety or the safety of others, or suffer substantial emotional distress.

2.4.7.1. "Course of conduct" means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by

any action, method, device or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property.

2.4.7.2. "Substantial emotional distress" means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling

2.4.8. Hazing, which includes, but is not limited to, an act that, as an explicit or implicit condition for initiation to, admission into, affiliation with, or as a condition for continued membership in a group or an organization:

- Is likely to, or would be perceived by a reasonable person as likely to, endanger the physical health of an individual or cause psychological discomfort or distress through treatment that a reasonable person would consider to be humiliating, intimidating, or demeaning;

- Destroys or removes public or private property;

- Involves the consumption of alcohol or other substances to excess; or

- Violates any Board Policy or Institutional Policy.

2.4.8.1. The express or implied permission of the individual being hazed does not make the behavior acceptable. It is also a violation of this provision to solicit, aid, or attempt to aid another person in planning or committing Hazing.

2.4.8.2. Voyeurism includes, but is not limited to, any use of electronic or other devices to make an audio, video, or photographic record of another person without that person's prior knowledge and without that person's prior authorization when such a recording is likely to cause that person or a Reasonable Person injury or distress, or involves that person's intimate parts or sexual conduct involving that person.

2.4.8.3. Invasion of Privacy occurs when:

- An individual views another person, without that person's prior knowledge and permission, under circumstances in which the other person has a reasonable expectation of privacy; or

- An individual uses an audio recording device to record another person, without that person's prior knowledge and permission, under circumstances in which the other person has a reasonable expectation of privacy.

2.5. Discrimination and Retaliation

2.5.1. Discrimination is excluding from, or treating another person differently than others in, institutional activities on the basis of sex, race, color, creed, religion, national origin, ancestry, gender, gender identity, transgender, sexual orientation, age, disability, genetic information, or veteran status. However, social fraternities and sororities that are exempt from taxation under federal law

may maintain single-sex membership practices without violating antidiscrimination policies, as recognized by 20 U.S.C. 1681(a)(6), and the enforcement of such single-sex membership practices by students does not violate this provision.

2.5.2. Retaliation is conduct that would make a reasonable person feel intimidated, or that interferes with, threatens, coerces, or otherwise discriminates against any individual because that individual reports or files a complaint alleging a violation of law, Board Policy, or Institutional Policy, or participates in any process in which the individual has a right to participate.

2.6. Housing and Living Groups

Violations of any rules imposed by institutional housing or living groups are also violations of this Student Code.

2.7. Use and Misuse of Substances

2.7.1. The unauthorized manufacture, sale, possession, use, or consumption of alcohol, marijuana (including cannabis used or possessed for medical purposes), or controlled substances by students.

2.7.2. However, possession, use, or distribution of alcohol, marijuana, or controlled substances is permitted on premises controlled by the Board of Regents when:

2.7.2.1. Needed in conjunction with approved research activities;

2.7.2.2. Alcohol is possessed, used, or distributed in a lawful manner inside a designated residence hall facility occupied exclusively by upper-division and/or non-traditional students who are at least twenty-one (21) years of age;

2.7.2.3. Alcohol is possessed, used, or distributed in a lawful manner on premises controlled by the Board of Regents that have been designated by the Institution's president as places where such possession, use, and distribution may be permitted, subject to such conditions as the Institution's president may also prescribe, provided that a notice of such designation and conditions have been filed previously with the executive director of the Board of Regents; or

2.7.2.4. The possession, use, or distribution of the controlled substance is prescribed by a licensed health care professional authorized to prescribe such substances. For purposes of this section, a prescription does not include a written certification for use of medical marijuana, pursuant to SDCL 34-20G-1(23). Students who use medical marijuana pursuant to a validly issued written certification when not on property controlled by the Board may subsequently report to class or participate in activities as long as such use does not cause impairment or disrupt academic or campus activities.

2.7.2.5. Alcohol is possessed, used, or distributed in a manner that is expressly approved by a Board Policy.

2.7.3. The unauthorized possession of any drug paraphernalia.

2.8. Violation of Policy or Laws

    2.8.1. Violation of published Board of Regents or Institutional Policies, rules, or regulations.

    2.8.2. Violation of federal, state, or local law.

2.9. RESERVED

2.10. Conduct by Organizations

    2.10.1. Organizations that, formally or informally through repeated practice, initiate, encourage, support, or tolerate conduct by members, associates, or invitees that violates the provisions of this Student Code shall be subject to conduct sanctions.

    2.10.2. The privileges of official recognition by an institution may be extended to organizations, including those that maintain residences for their members, only if such organizations agree to adopt and to enforce policies that, at minimum:

        2.10.2.1. Prohibit the manufacture, possession, use, dispensing, or provisions of alcoholic beverages at organizational functions or in the organizational residence by persons under the age of 21 (or the legal age of use and possession in the applicable jurisdiction);

        2.10.2.2. Prohibit the manufacture, possession, use, or dispensing of marijuana (including cannabis used or possessed for medical purposes) or unauthorized controlled substances at organizational functions or in the organizational residence;

        2.10.2.3. Prohibit the expenditure of organizational funds on alcoholic beverages, marijuana (including cannabis used or possessed for medical purposes), or controlled substances;

        2.10.2.4. Prohibit the informal collection of monies from members, associates, or invitees to be spent on alcoholic beverages, marijuana (including cannabis used or possessed for medical purposes), or controlled substances;

        2.10.2.5. Prohibit the possession, use, or distribution of alcohol, marijuana (including cannabis used or possessed for medical purposes), or controlled substances on premises controlled by the Board of Regents, except as explicitly permitted by Section C.2.6.2 of this Student Code;

        2.10.2.6. Establish conduct policies and sanctions regarding violations by individual members no less stringent than those set forth under Board Policies, except that limited use of alcoholic beverages is permissible as set out above; and

        2.10.2.7. Require that a report be filed with the Senior Student Affairs Officer each semester identifying all actions taken pursuant to the student conduct policies required in this Student Code;

2.11. Institutions may impose additional or more restrictive conditions on official recognition.

2.12. Organizations are also subject to the Board of Regents' antidiscrimination policies set forth in Board Policy 1:18. However, social fraternities and sororities that are exempt from taxation under federal law may maintain single-sex membership practices without violating antidiscrimination policies, as recognized by 20 U.S.C. 1681(a)(6).

3. Student Conduct Process

3.1. Allegations of Sexual Harassment

3.1.1. Allegations of sexual harassment against a student shall be addressed exclusively through BOR Policy 1:17.

3.2. Allegations other than Sexual Harassment

3.2.1. All allegations other than sexual harassment against a student shall be addressed as set forth herein. Allegations of misconduct may be reported against any student by anyone. Allegations shall be directed to the Student Conduct Officer in the Office of the Dean of Students. The reporting party will disclose the facts that form the basis for the allegation, the identities of any other witnesses, and any other relevant information regarding the alleged misconduct.

3.2.1.1. Allegations of Academic Misconduct will be reported to the Student Conduct Officer but are initially addressed through Board Policy 2:33.

3.2.1.2. Allegations of Human Rights Violations shall follow the process outlined in Board Policy 1:18.

3.2.1.2.1. The investigator assigned must not have any actual or reasonably perceived conflicts of interest and biases for or against any party involved in the initial complaint. If the institution determines that an actual or reasonably perceived conflict of interest does exist, another individual must lead the investigation on behalf of the institution.

3.2.1.2.2. The investigator assigned must be trained to analyze and document the available evidence to support reliable decisions, objectively evaluate the credibility of parties and witnesses, synthesize all available evidence, including both evidence that tends to suggest a violation and evidence that tends to suggest no violation, and take into account the unique and complex circumstances of each case.

3.2.1.2.3. The investigator assigned should avoid using any investigative techniques or approaches that apply sex stereotypes or generalizations.

3.2.1.2.4. Each party should be provided written notice in advance of any interview or hearing with sufficient time to prepare for meaningful participation.

3.2.1.2.5. The investigation should result in a written report summarizing the relevant evidence that tends to suggest a violation and evidence that tends to suggest no violation.

3.2.1.2.6. The investigator assigned must make findings of fact and conclusions as to whether the facts support a Human Rights violation.

3.2.2. The Student Conduct Officer shall make an initial determination whether the allegations, if true, would violate the Student Code. If the Student Conduct Officer determines that the allegations, if true, would violate the Student Code, the Student Conduct Officer shall conduct a pre-investigation inquiry to determine whether the allegations are credible. This process may include speaking with witnesses and reviewing any documentation.

3.2.2.1. The Student Conduct Officer must not have any actual or reasonably perceived conflicts of interest and biases for or against any party involved in the initial complaint. If the institution determines that an actual or reasonably perceived conflict of interest does exist, another individual must lead the investigation on behalf of the institution.

3.2.2.2. As to off-campus conduct, the Student Conduct Officer shall determine whether the incident adversely affects the institution, any organizations, members of the institutional community, or the pursuit of their lawful objectives.

3.2.2.3. Allegations of Academic Misconduct that are not informally resolved pursuant to Board Policy 2:33 will enter the student conduct process here.

3.2.2.4. Allegations of Human Rights Violations that are not informally resolved pursuant to Board Policy 1:18 will enter the student conduct process here.

3.2.3. If the Student Conduct Officer determines that either (i) the allegations, if true, would not violate the Student Code or (ii) that the allegations are not credible, then the Student Conduct Officer should inform the complainant of this determination and inform the complainant that the allegations may be re-submitted should additional information become available.

3.2.4. If the Student Conduct Officer determines that the allegations, if true, would violate the Student Code and determines that the allegations are credible and will be investigated, the Student Conduct Officer shall provide written notice to the respondent within fifteen (15) days of receiving the report of alleged misconduct or notification from the Faculty Member of the need to address alleged Academic Misconduct through the Student Code.

3.2.5. The written notice to the respondent must include the following:

- The alleged behavior that would be a violation of the Student Code;

- The date and location of the alleged behavior;

- The section(s) of the Student Code alleged to have been violated;

- The name of the complainant;

- A time to meet with the Student Conduct Officer to provide the respondent with the opportunity to give his/her account of the incident leading to the allegation of misconduct;

- Information about the right to have an advisor present throughout the student conduct process;

- Information about both the informal and formal resolution processes;

- A time for a hearing to occur no earlier than ten (10), and no later than twenty (20), days after this written notice is deemed received to address any alleged violations that are not informally resolved;

    o The minimum time limit may be waived by the respondent.

    o The maximum time limit may be extended at the discretion of the Student Conduct Officer.

3.2.6. At the time that the written notice to the respondent is sent, a written notice shall also be sent to the complainant containing information about the right to have an advisor present throughout the student conduct process, information about both the informal and formal resolution processes, and the time for the hearing to address any alleged violations that are not informally resolved.

3.2.7. The Student Conduct Officer will conduct an investigation of the allegations, which may include speaking with witnesses and reviewing any documentation. Only in instances where the Student Conduct Officer determines that there is sufficient evidence to establish that the respondent violated the Student Code by a preponderance of the evidence will the allegations proceed to informal or formal resolution.

    3.2.7.1. For matters involving Human Rights Violations where an investigation was conducted pursuant to Board Policy 1:18, no additional investigation is required.

    3.2.7.2. If the Student Conduct Officer determines that there is insufficient evidence to establish that the respondent violated the Student Code by a preponderance of the evidence, the Student Conduct Officer will inform both parties of this fact and will cancel the hearing. This notification should also inform that parties that the investigation may be re-opened should additional information become available.

3.3. Interim Measures

In certain circumstances, the Senior Student Affairs Officer, or a designee, may impose interim measures that go into effect immediately, prior to a hearing before a Student Conduct Panel, and remain in effect until no longer needed.

3.3.1. Interim measures are intended to protect the interests of both the complainant and the respondent prior to a hearing. Interim measures may include, but are not limited to, no-contact directives, residence modifications, academic modifications and support, institutional work schedule modifications, interim residence suspension, or interim suspension. Interim measures that restrict the

ability of either party to discuss the investigation should be avoided, as they may inhibit the ability of either party to obtain and present evidence or otherwise to defend their interests. Written notice of interim measures shall be provided to the party to whom the interim measures are directed.

3.3.1.1. In circumstances involving allegations of stalking, interim measures must be provided upon the request of a complainant if such measures are reasonably available.

3.3.1.2. In fairly assessing the need for a party to receive interim measures, the Senior Student Affairs Officer, or a designee, may not rely on fixed rules or operating assumptions that favor one party over another, nor make such measures available only to one party.

3.3.1.3. Interim measures should be individualized and appropriate based on the information gathered by the institution, making every effort to avoid depriving any student of his/her education.

3.3.1.4. The interim measures needed by each student may change over time, and the Senior Student Affairs Officer, or a designee, should communicate with each student throughout the student conduct process to ensure that any interim measures are necessary and effective based on each student's evolving needs.

3.3.2. Interim suspension may be imposed only for one or more of the following purposes:

3.3.2.1. To ensure the safety and well-being of members of the institutional community or preservation of institutional property or other property located on premises controlled by the institution;

3.3.2.2. To ensure a student's own physical or emotional safety and well-being; or

3.3.2.3. To ensure the normal operations of the institution where a student poses an ongoing threat of disruption or, or interference with, the normal operations of the institution.

3.3.3. During the interim suspension, the student may be denied access to residence facilities, the campus (including classes), and all other institutional activities or privileges.

3.3.4. A student placed on interim suspension shall be given written notice of interim measures, which shall include:

3.3.4.1. The reasons for the interim suspension;

3.3.4.2. The parameters of the interim suspension; and

3.3.4.3. Information concerning the right to appeal the interim suspension.

3.3.5. Interim Suspension Appeal Process

3.3.5.1. The student must submit a written request for a meeting to the Senior Student Affairs Officer.

3.3.5.2. The Senior Student Affairs Officer will schedule a meeting with the student as soon as practical and no later than three (3) days after receiving the written request. At this meeting, the student is provided the opportunity to raise any objections to the interim suspension or to request alternative interim measures.

3.3.5.3. The Senior Student Affairs Officer has sole discretion regarding interim measures.

3.4. Informal Resolution

3.4.1. The Student Conduct Officer may speak separately and individually with the complainant and the respondent to determine whether the alleged misconduct can be resolved through informal resolution.

3.4.1.1. In matters involving allegations of Human Rights violations, informal resolution may not take the form of having the complainant and the respondent be in the same room at the same time, unless both parties agree in writing.

3.4.1.2. In matters involving allegations of Human Rights violations, the Student Conduct Officer should consider whether the informal resolution is equitable and will end the misconduct, prevent its recurrence, and address its effects.

3.4.2. Informal resolution may be reached where:

3.4.2.1. The parties involved mutually agree to a full resolution of the alleged misconduct that is acceptable to the Student Conduct Officer.

3.4.2.1.1. This must be documented in writing and signed by the complainant, respondent, and Student Conduct Officer.

3.4.2.2. The respondent waives a formal hearing by admitting to the misconduct and accepting the proposed conduct sanctions.

3.4.2.2.1. This must be documented in writing and signed by the respondent and the Student Conduct Officer.

3.4.2.2.2. This type of informal resolution is not available in matters involving allegations of Human Rights violations.

3.4.3. Partial informal resolution may be reached where the respondent admits to the misconduct but does not accept the proposed conduct sanctions. When this occurs, the process moves to formal resolution with the hearing being limited to the question of appropriate conduct sanctions.

3.4.3.1. This must be documented in writing and signed by the respondent and the Student Conduct Officer.

3.4.3.2. In matters involving allegations of Human Rights violations, the complainant must also agree in writing to this partial informal resolution.

3.4.4. Informal resolution shall be final and the parties who agreed in writing to informal resolution waive any right to appeal otherwise available under Board Policy 3:4.

3.4.5. The Student Conduct Officer's involvement in attempting to informally resolve the allegation of misconduct does not impact the Student Conduct Officer's ability to later serve as the Student Conduct Panel or a member thereof in the formal resolution process.

3.4.6. Informal resolution may be reached at any time before the Chair issues any findings, conclusions, and, when a violation is found, conduct sanctions it determines to be appropriate through the Formal Resolution process.

   3.4.6.1. If an informal resolution is reached, the Student Conduct Officer shall prepare written findings and conclusions, and any sanctions resulting from a violation during the informal resolution process. If the complaint included more than one allegation of misconduct, each allegation must have a separate decision.

3.5. Formal Resolution

3.5.1. If the alleged misconduct is not fully resolved through informal resolution, any unresolved matter proceeds to a hearing.

3.5.2. The composition of the Student Conduct Panel shall be determined as follows:

   3.5.2.1. For matters where the Student Conduct Officer serves as Chair of the Student Conduct Panel, the Student Conduct Officer shall have sole discretion regarding whether the Student Conduct Panel includes:

      3.5.2.1.1. Option 1 – only the Student Conduct Officer; or

      3.5.2.1.2. Option 2 – the Student Conduct Officer and any institutional employee or employees or independent contractor authorized by the Senior Student Affairs Officer to determine whether a student has violated the Student Code and to recommend imposition of conduct sanctions,

   3.5.2.2. For matters involving allegations of Academic Misconduct, the Student Conduct Panel must include at least one faculty member or academic administrator appointed by the Provost in the form described in Option 2 above.

   3.5.2.3. Both the Complainant and the respondent will be provided notice of the identity of the member(s) of the Student Conduct Panel. Both parties may request in writing (and must include supporting information) that (i) the Student Conduct Panel include additional members (Option 2), and/or (ii) a Student Conduct Panel member be replaced due to an actual or reasonably perceived conflict of interest. Such requests must be submitted, in writing to the Senior Student Affairs Officer no later than twenty-four (24) hours after the notice is provided to the party. The Senior Student Affairs Officer shall make a final decision as to these requests and will provide notice to both parties of the decision.

3.5.3. Hearings shall be conducted by a Student Conduct Panel according to the following guidelines:

    3.5.3.1. Hearings shall be conducted in private. Witnesses other than the complainant and the respondent may only be present during the hearing while presenting their information.

    3.5.3.2. The Chair shall have sole discretion and final decision-making authority over the following:

- Whether an individual's conduct interferes with the hearing and requires that individual's removal;

- Whether written information, materials, documents, and statements submitted are relevant and will be accepted for consideration by the Student Conduct Panel;

- All questions about the interpretation of the student conduct process; and

- Whether to have separate or joint hearings when a hearing would involve more than one respondent;

3.5.4. Neither the complainant nor the respondent are required to attend or participate in the hearing, and such decision will have no bearing on the question of whether the respondent violated the Student Code.

3.5.5. The respondent has no obligation to provide any information, materials, documents, or witnesses, or answer any questions and is presumed to not have violated the Student Code. The burden is on the Institution to gather sufficient evidence to reach a fair, impartial determination as to whether the alleged violation of the Student Code occurred.

3.5.6. If the complainant or respondent wants the Student Conduct Panel to review any materials or documents or wants to present any witnesses at the hearing, such materials and documents and/or witness lists must be submitted to the Chair by the following deadlines in order to be considered:

- In matters alleging Human Rights violations, all materials and documents and/or witness lists must be submitted at least seventy-two (72) hours before the hearing. Additionally, a copy of the final report prepared by the EEO Coordinator will be provided to the complainant, respondent, and the Student Conduct Panel members.

- For all other matters, all materials and documents and/or witness lists must be submitted at least twenty-four (24) hours before the hearing.

The Chair will promptly provide the other party and the Student Conduct Panel members a copy of any materials, documents, and witness lists submitted.

3.5.7. The complainant and the respondent have the right to be assisted by an advisor of their choice, at their own expense. Ordinarily, no more than two advisors for each student shall be permitted. The advisor is limited to advising the student

directly, and is not permitted to speak to anyone else, or participate directly, in any hearing.

3.5.8. The Student Conduct Officer shall record the audio of the hearing.

3.5.9. Generally, the hearing will be conducted in the following order:

3.5.9.1. The Chair will ask each individual present at the hearing to identify him/herself by providing his/her name and role at the hearing (e.g., complainant, respondent, member of the Student Conduct Panel, etc.).

3.5.9.2. The Chair will remind the respondent:

- Of the materials that the Student Conduct Panel received prior to the hearing;

- Of the right to have an advisor present;

- Of the right to refuse to speak as a witness against him/herself;

- That the refusal to speak as a witness against him/herself will have no bearing on the question of whether the respondent violated the Student Code;

- Of the alleged behavior that would be a violation of the Student Code; and

- Of the section(s) of the Student Code alleged to have been violated.

3.5.9.3. The Chair will provide the complainant with the opportunity to engage in the hearing. If the complainant agrees to engage, then:

3.5.9.3.1. The Chair will provide the complainant the opportunity to provide any additional relevant factual details that were not previously provided. The complainant may choose to do so or may decline and maintain the right to not provide information, materials, documents, or answer questions. The complainant may decline but still present witnesses.

3.5.9.3.2. The Chair will ask the complainant to present any witnesses, who will be brought to the hearing one at a time, and ask questions of the witness.

3.5.9.3.3. The Student Conduct Panel will then ask questions of the witness.

3.5.9.3.4. The Chair will ask the respondent for any questions for the witness. The Respondent will provide the Chair any questions in writing.

3.5.9.3.5. The Chair will ask the witness any questions provided by the respondent that the Chair determines to be relevant.

3.5.9.3.6. The Chair will ask the complainant to present the next witness. The process described above shall repeat for each witness until the complainant has presented all of its witnesses.

3.5.9.4. The Chair will provide the respondent the opportunity to engage in the hearing. If the respondent agrees to engage, then:

    3.5.9.4.1. The Chair will provide the respondent the opportunity to provide any additional relevant factual details that were not previously provided. The respondent may choose to do so or may decline and maintain the right to not provide information, materials, documents, or answer questions. The respondent may decline but still present witnesses.

    3.5.9.4.2. The Chair will ask the respondent to present any witnesses, who will be brought to the hearing one at a time, and ask questions of the witness.

    3.5.9.4.3. The Student Conduct Panel will then ask questions of the witness.

    3.5.9.4.4. The Chair will ask the complainant for any questions for the witness. The complainant will provide the Chair any questions in writing.

    3.5.9.4.5. The Chair will ask the witness any questions provided by the complainant that the Chair determines to be relevant.

    3.5.9.4.6. The Chair will ask the respondent to present the next witness. The process described above shall repeat for each witness until the respondent has presented all of its witnesses.

3.5.9.5. The Student Conduct Panel may ask the complainant and/or the Respondent whether s/he agrees to answer questions. The Student Conduct Panel may then ask questions of either or both parties who agree to answer questions.

3.5.9.6. The Student Conduct Panel will meet in a closed session to discuss and make its recommendation, which closed session shall not be audio recorded.

3.5.10. The Student Conduct Panel shall review all information and materials presented to it and shall decide by majority vote whether the respondent violated the Student Code by a preponderance of the evidence (i.e., more likely than not). Decision-making techniques or approaches that apply sex stereotypes or generalizations should be avoided so that the hearing process proceeds objectively and impartially.

3.5.11. The Student Conduct Panel shall prepare written findings to support its determination. If multiple allegations of misconduct exist, a decision should be reached separately for each allegation. These written findings shall include:

- Concise statements of each factual finding;

- Brief explanations of whether and why the factual findings support a conclusion that the conduct either violated or did not violate the Student Code;

    o These must address each factual element that must be satisfied to establish that conduct has violated the Student Code.

- Any initial, interim, or final decisions by the institution; and

- If a violation is found, recommendations of appropriate conduct sanctions and supporting rationale for the conduct sanctions.

3.5.12. The Student Conduct Panel shall forward its written findings to the Chair. The Chair has sole discretion to adopt or reject any portion of the written findings.

   3.5.12.1. If any portion of the written findings are rejected, the Chair shall issue new written findings it determines to be appropriate for such portion(s), and will provide the Student Conduct Panel with an explanation for its decision.

   3.5.12.2. The Chair shall determine the effective date of any conduct sanctions imposed, which effective date should be on or after the exhaustion of the appeal as a matter of right. However, interim measures may remain in place, or be instituted, until the effective date of any conduct sanctions.

3.5.13. The Chair's written findings and information about appeal rights, shall be provided to the respondent. When FERPA allows, the complainant will receive the permitted information simultaneously. See Section C.3.5.1 below for more information.

   3.5.13.1. In matters involving allegations of Academic Misconduct, the Chair's written findings shall also be provided to the faculty member.

   3.5.13.2. In matters involving allegations of Human Rights violations, the complainant must also be provided information about appeal rights.

3.5.14. The audio record of the hearing shall be the property of the institution and shall be maintained by the Student Conduct Officer. No other person may record the hearing.

   3.5.14.1. The audio record and its contents shall be confidential and may only be used for purposes of any appeals. Any person who discloses the contents of the audio record to parties not involved in the appeal shall be subject to conduct sanction.

   3.5.14.2. In the event of an appeal, the respondent shall be given access to the audio record for purposes of preparing an appeal. When the alleged misconduct involves allegations of Human Rights violations, the complainant shall be given access to the audio record for purposes of preparing an appeal. Access shall be provided at such places and times as the Senior Student Affairs Officer may direct

   3.5.14.3. Except as required by law, the institution shall not be required to change the form in which the record is maintained.

3.6. Sanctions

   3.6.1. Individual Conduct Sanctions

      3.6.1.1. In each case in which the Chair determines that a respondent has violated the Student Code, the Chair shall determine and impose appropriate

conduct sanction(s). Where a violation of Board Policy is established, and where a conduct sanction is mandated under Board Policy, that conduct sanction shall be imposed.

3.6.1.1.1. Conduct sanction decisions must be made for the purpose of deciding how best to enforce the Student Code and should reflect a proportionate response to the violation.

3.6.1.1.2. In matters involving Human Rights Violations, the Chair should consider whether the sanctions are equitable and will end the misconduct, prevent its recurrence, and address its effects.

3.6.1.1.3. In matters involving Human Rights violations, the Chair should consider the impact of separating the respondent from his/her education before imposing a conduct sanction of suspension or expulsion.

3.6.1.2. In matters involving allegations of Academic Misconduct that are informally resolved pursuant to Board Policy 2:33, the Student Conduct Officer will receive the information from the faculty member and shall determine and impose appropriate conduct sanction(s).

3.6.1.3. Complainants shall be informed in writing and at the same time as the respondent of any outcome and conduct sanctions imposed in the following circumstances:

3.6.1.3.1. When the conduct sanction involves remedial action that directly relates to the complainant (e.g., a directive requiring the respondent to not have contact with the complainant)

3.6.1.3.2. Where the allegations against the respondent would also constitute a crime of violence or non-forcible sex offense as defined by FERPA; or

3.6.1.3.3. Where the allegations against the respondent would also constitute Human Rights violations. In this circumstance, the rationale for the result must also be included.

3.6.1.3.4. Where the institution finds that a hostile environment exists, the Institution shall also inform the complainant of other steps the institution has taken to eliminate the hostile environment.

3.6.1.4. FERPA allows institutions to disclose the final results of a conduct proceeding when the Chair determines that the respondent violated the Student Code and that violation falls within the definition of a crime of violence or a non-forcible sex offense as defined by FERPA. For purposes of this subsection, "final results" means the name of the respondent, the violation committed, and any conduct sanction(s) imposed by the institution.

3.6.1.5. FERPA allows institutions to inform the parents or legal guardians of a respondent younger than twenty-one (21) years of age that the respondent

has violated Institutional Policies concerning the use or possession of alcohol or controlled substances.

3.6.1.6. The following conduct sanctions may be imposed upon any respondent found to have violated the Student Code. More than one of the conduct sanctions listed below may be imposed for any single violation. Imposition of a conduct sanction may be delayed or suspended on such conditions as the Student Conduct Officer may prescribe.

- Warning – A statement to the respondent that the respondent has violated the Student Code of Conduct.

- Probation – Probation is for a designated period of time and includes the probability of more severe conduct sanctions if the respondent is later found to have engaged in any additional violation(s) the Student Code during the probationary period.

- Loss of Privileges – Denial of specified privileges for a designated period of time. The privileges of continued participation in Institutional activities, access to Institutional facilities or residences may be conditioned upon participation in or completion of educational programming at the student's expense.

- Fines – Monetary payments.

- Restitution – Compensation for loss, damage, or injury. This may take the form of appropriate service, money, or material replacement.

- Educational Sanction – work assignments, essays, service to the Institution, community service, workshops, or other related educational activities.

- Residence Suspension – Separation of the respondent from the Institution's residence facilities for a definite period of time, after which the respondent is eligible to return. Conditions for return to the residence facilities may be specified.

- Residence Expulsion – Permanent separation of the respondent from the institution's residence facilities. A sanction of residence expulsion will take the form of residence suspension pending completion of the appeals process.

- Suspension – Separation of the respondent from the institution for a definite period of time, after which the respondent is eligible to return. Conditions for return may be specified. A respondent who has been suspended from one Institution may not enroll at another institution until the period of suspension has ended.

- Expulsion – Permanent separation of the respondent from the Institution. A respondent who has been expelled from one institution may not enroll at another institution. A sanction of expulsion will take the form of suspension pending completion of the appeals process.

- Withholding Degree – the institution may withhold awarding a degree otherwise earned until the completion of the student conduct process or the completion of all conduct sanctions imposed.

- Revoking Admission and/or Degree – the institution may revoke admission to, or a degree awarded from, the institution for violation of Institutional standards for obtaining admission or the degree, or for other serious violations of the Student Code committed by the respondent prior to graduation.

3.6.1.7. Conduct sanctions shall not be made part of the respondent's permanent academic record, but shall become part of the respondent's conduct record. The respondent's conduct record containing conduct sanctions other than suspension, expulsion, revoking admission and/or a degree, or withholding a degree, will be expunged seven (7) years after the date of the original finding of a violation of the Student Code. The respondent's conduct record containing any of the four conduct sanctions above shall be maintained permanently. Where restitution is required of a respondent, the institution reserves the right to disclose all portions of the conduct file as may be necessary to obtain a judgment in a court of competent jurisdiction. Such files shall be preserved at least until all necessary compensation has been obtained.

3.6.1.8. Students enrolled in one institution shall be held accountable for their conduct while visiting or enrolled at other institutions. Students may be required, as a condition of continued enrollment, reenrollment, or transfer or admission to another institution, to appear at the institution where the alleged misconduct took place, at their own expense, for a conduct hearing and to answer allegations based on their conduct while at that institution.

3.6.1.8.1. Any conduct sanction imposed by one institution shall be effective at all other institutions. A respondent suspended at one institution shall not be able to enroll at another institution until the period of suspension has ended. A respondent who has been expelled from one Institution may not enroll at another institution.

3.6.1.8.2. When a respondent is brought forward on allegations of misconduct by another institution, any conduct sanction issued after a finding of a violation shall be determined by the institution that brought forward the allegations of misconduct. Suspension or expulsion may only be imposed after first consulting with the Senior Student Affairs Officer from the institution where the respondent is enrolled.

3.6.2. Organizational Conduct Sanctions

3.6.2.1. The following conduct sanctions may be imposed upon organizations:

- Those conduct sanctions listed above in Section C.3.5.1.

3.7. Appeals

3.7.1. Appeal as a Matter of Right

3.7.1.1. The respondent may appeal a decision reached by the Chair. In matters involving allegations of Human Rights violations, the complainant may also appeal a decision reached by the Chair. The appeal must be in writing and must be submitted to the Senior Student Affairs Officer no later than five (5) days after notice of the Chair's decision is deemed received.

3.7.1.2. The written appeal must cite at least one (1) of the following reasons for review and must include supporting arguments and documentation as to why an appeal should be granted on those grounds.

   3.7.1.2.1. The original hearing was conducted unfairly to the point that it substantially and materially affected the outcome;

   3.7.1.2.2. Using the facts found by the Chair, the conclusion regarding whether there was a violation(s) of the Student Code was incorrect;

   3.7.1.2.3. The conduct sanction(s) imposed were not appropriate for the violation of the student Code that the respondent was found to have committed; and/or

   3.7.1.2.4. New information that was unavailable at the time of the hearing has been discovered and could substantially and materially affect the outcome.

3.7.1.3. An appeal shall be limited to a review of:

   - The verbatim record of the initial hearing;

   - Supporting documents submitted as part of the initial hearing; and

   - Supporting documents submitted in support of the appeal reason(s)

3.7.1.4. The Senior Student Affairs Officer will provide the other party a copy of the appeal and a reasonable amount of time to submit any materials to be considered.

3.7.1.5. The Senior Student Affairs Officer will provide the Appellate Board with the materials submitted. The Appellate Board will review the materials submitted and provide a written recommendation to the Senior Student Affairs Officer as soon as practicable. The Senior Student Affairs Officer has sole discretion to adopt or reject the recommendation.

   3.7.1.5.1. In instances where the respondent appeals a decision reached by the Chair, sanctions or conditions may not be increased, introduced for the first time, or extended.

   3.7.1.5.2. If the recommendation is rejected, the Senior Student Affairs Officer will provide the Appellate Board with a written explanation for his/her decision.

   3.7.1.5.3. The Senior Student Affairs Officer shall determine the effective date of any conduct sanctions imposed. The effective date of any conduct sanctions shall not be delayed pending any further appeals.

3.7.1.6. The Senior Student Affair Officer's written decision shall be provided to the parties, along with the Appellate Board's recommendation and, if rejected, the Senior Student Affairs Officer's written explanation.

    3.7.1.6.1. The Senior Student Affairs Officer may return the matter to the hearing panel for reconsideration or to the Title IX/EEO Coordinator for additional investigation, in light of the written decision.

3.7.2. Appeal to the President of the Institution

    3.7.2.1. The respondent may appeal a decision reached by the Senior Student Affairs Officer. In matters involving allegations of Human Rights violations, the complainant may also appeal a decision reached by the Senior Student Affairs Officer.

    3.7.2.2. The appeal must be in writing and must be submitted to the President's Office no later than five (5) days after notice of the Senior Student Affairs Officer's decision is deemed received.

    3.7.2.3. The written appeal must cite at least one (1) of the following reasons for review and must include supporting arguments and documentation as to why an appeal should be granted on those grounds.

        3.7.2.3.1. The original hearing was conducted unfairly to the point that it substantially and materially affected the outcome;

        3.7.2.3.2. Using the facts found by the Chair, the conclusion regarding whether there was a violation(s) of the Student Code was incorrect;

        3.7.2.3.3. The conduct sanction(s) imposed were not appropriate for the violation of the student Code that the respondent was found to have committed; and/or

        3.7.2.3.4. New information that was unavailable at the time of the hearing has been discovered and could substantially and materially affect the outcome.

    3.7.2.4. The President has sole and complete discretion as to whether to agree to review an appeal, including what materials to consider. However, the President will not consider any reasons for review that were not previously raised in the appeal to the Appellate Board.

    3.7.2.5. If the President agrees to review an appeal, the President will provide the other party/parties a copy of the appeal and a reasonable amount of time to submit any materials to be considered.

    3.7.2.6. The President will provide a written decision to the parties, and to the Senior Student Affairs Officer. The decision may be a substantive one, or may merely indicate that the President has declined to review the appeal.

        3.7.2.6.1. The President may return the matter to the Senior Student Affairs Officer or hearing panel for reconsideration, or to the Title IX/EEO

Coordinator for additional investigation, in light of the written decision.

3.7.3. Appeal to the Board of Regents

3.7.3.1. After exercising and exhausting all appeals available at the institutional level, the respondent may appeal a decision reached by the President. In matters involving allegations of Human Rights violations, the complainant may also appeal a decision reached by the President after exercising and exhausting all appeals available at the Institutional level.

3.7.3.2. The appeal must be in writing and must be submitted to the Executive Director of the Board of Regents no later than thirty (30) days after notice of the President's decision is deemed received. The appeal must include the following:

- Supporting arguments and documentation;

- All documentation provided by the institution, including, at a minimum, the President's decision, the Senior Student Affairs Officer's decision, and the Chair's decision.

3.7.3.3. Written appeals that fail to include supporting arguments and documents, and the documentation provided by the institution will be rejected.

3.7.3.4. An appeal submitted to the Executive Director that is not covered by subsection e) below may be considered by the Executive Director. In these instances, the Executive Director has sole and complete discretion as to whether to agree to review an appeal, including what materials to consider.

3.7.3.4.1. If the Executive Director agrees to review an appeal, the Executive Director will provide the other party a copy of the appeal and a reasonable amount of time to submit any materials to be considered.

3.7.3.4.2. The Executive Director will provide a written decision to the parties, and to the President.

3.7.3.4.3. The Executive Director may return the matter to the President, Senior Student Affairs Officer, or hearing panel for reconsideration or to the Title IX/EEO Coordinator for additional investigation, in light of the written decision.

3.7.3.5. An appeal submitted to the Executive Director must be considered by the Board of Regents where a student has been expelled or suspended based upon alleged violations of Board Policy 3:4; or a disciplinary action allegedly deprived the student of a right or privilege protected by a specific term or provision of Board Policy or state or federal constitution, law, or regulation.

3.7.3.5.1. The Executive Director will have fifteen (15) working days within which to attempt, at his or her discretion, a resolution through informal means.

3.7.3.5.2. If no informal resolution has been effected within the fifteen (15) working days, the Executive Director will refer the matter to a hearing examiner for reconsideration pursuant to SDCL § 1-26 using the contested case proceedings. At the conclusion of the contested case proceedings, the hearing examiner will provide a recommendation to the Executive Director for the disposition of the matter by the Board.

3.7.3.5.2.1. Contested case proceedings may be conducted under protective orders entered pursuant to SDCL §§ 1-26-19 and 15-6-26(c).

3.7.3.5.2.2. The Board may return the matter to the President, Senior Student Affairs Officer, or hearing panel for reconsideration or to the Title IX/EEO Coordinator for additional investigation, in light of the written decision.

FORMS / APPENDICES:

None

SOURCE:

BOR February 1969; RR, 12:06, 1977; BOR 1980; BOR April 1987; BOR June 1990; BOR December 1994; BOR October 1996; BOR December 1999; BOR March 2006; BOR December 2006; BOR August 2009; BOR August 2011; BOR December 2013; BOR June 2014; BOR August 2015; BOR May 2016; BOR August 2016; BOR December 2017; BOR December 2018; September 2019 (Clerical); BOR August 2020; BOR June 2021.

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Housing & Meal Plan Requirements

NUMBER: 3:6

A. PURPOSE

To establish the expectations of student participation in institutional housing and meal plans as well as to set up a framework for conduct and safety requirements in the residence facilities.

B. DEFINITIONS

1. **Student**: All persons taking courses from the institution, both full-time and part-time, enrolled in undergraduate, graduate, professional or special topic courses, whether credit-bearing or not.

C. POLICY

1. **Student Housing Requirement**

   1.1. Live On-Campus Requirement

   Students who are enrolled at a university for a minimum of six (6) on-campus credits are required to live in on-campus housing during the first two (2) years following their high school graduation. Institutions may grant waiver exceptions to the housing requirement based on the waiver exceptions.

   1.2. Waiver Exceptions

   Waiver exceptions to the housing requirement will ordinarily be granted:

   - To students who are married
   - To students with dependent children who reside with them
   - To students who reside full-time during the academic year at the primary residence of the parent(s) or legal guardian(s) within a designated radius determined by each institution
   - To students living in Greek housing who have met campus housing release requirements
   - To students who are non-degree seeking
   - When residence hall occupancy exceeds manageable capacity

- To students who hold a currently valid written certification regarding the medical use of cannabis. For purposes of this section, a written certification is a document dated and signed by an authorized practitioner, stating that in the practitioner's professional opinion the patient (student) is likely to receive therapeutic or palliative benefit from the medical use of cannabis to treat or alleviate the patient's debilitating medical condition or symptom associated with the debilitating medical condition.

- At the discretion of the institution, after considering the individualized circumstances and determining that the circumstances merit a waiver

2. Meal Plan Requirement

2.1. Meal Plan Requirement

All students living in on-campus housing are required to have a meal plan. Institutions may grant waiver exceptions to dine elsewhere.

2.2. Waiver Exceptions

    2.2.1. Waiver exceptions to the meal plan requirement may be granted at the discretion of the institution, after considering the individualized circumstances and determining that the circumstances merit a waiver.

3. Process for Requesting Waiver from the Housing Requirement, Meal Plan Requirement, or Both

Each institution shall create a process through which students can request a waiver from the housing requirement, meal plan requirement, or both.

4. Disclosure Requirements

4.1. Disclosure of Criminal History, Including Sex Offender Status

Each student, student's spouse, dependents or household members, who reside in a housing facility operated by the institution shall disclose on the application form the following:

- Whether he or she is required to register as a sex offender pursuant to law

- Whether he or she has a criminal history of a felony offense that includes a conviction, guilty plea, no contest plea, or suspended imposition of sentence that has not been discharged

  o For each felony offense, provide details identifying any jurisdiction, date of the offense, circumstances of the offense, the sentence or parole conditions and other facts or circumstance that he or she believes to be relevant

  o Disclosure is not required if the felony offense resulted in adjudication as a delinquent child or as a child in need of supervision

5. Criminal History Resulting in the Loss of Privilege to Live in Institutional Housing

The following typically result in the loss of an individual's privilege to live in institutional housing:

5.1. No person who is required by law to register as a sex offender may reside in any housing facility operated by the institution

5.2. When a person has been found to have committed a felony offense involving use or sale of illegal drugs or involvement in a crime of violence which did or could have resulted in injury to a person

5.3. When a person has been found to have committed a felony offense where the circumstances of the offense otherwise reasonably suggest that placement within a housing facility operated by the institution may place the individual into settings that are similar to those in which the original offense occurred

6. Denial of Institutional Housing

The director of housing of each institution may deny an applicant for institutional housing. The denial notice shall identify the process to request a review of the determination.

7. Review of Denial to Reside in Institutional Housing Facilities

Any person, other than a registered sex offender, who has been denied residence in a housing facility operated by the institution may request a review of the determination by the Senior Student Affairs Officer or their designee and shall be provided an opportunity to submit such writings as the person deems necessary and helpful to explain why the institution should permit the person to reside in one of its housing facilities.

8. Residence Hall Rooms and Apartments Private Places

The students' individual residence hall rooms and individual apartments constitute private places to which the general public does not have an unrestricted access right.

9. Institution Carries No Liability for Personal Effects

The institution shall not carry insurance covering loss or damage to those students' personal effects and does not assume responsibility for such loss or damage. As such, it is suggested that students purchase renter's insurance to cover their personal belongings.

10. Alternative Housing During Official Institutional Breaks

Housing office staff shall make reasonable efforts to assist students who are unable to leave the campus during official institutional vacations to locate housing alternatives.

11. Conduct Expectations

The institutions shall establish and publish institutional conduct or behavior regulations that ensure responsible and orderly campus life and promote the general welfare.

11.1. Alleged violations of these regulations shall be processed through the established institutional disciplinary procedures.

12. Residence Hall Security

Each institution shall develop and implement residence hall security policy statements that are designed to provide the reasonable security of residents and institutional property. Institutional security measures must include the following:

12.1. Signage that designates that residence halls are for the exclusive use of residents and their guests.

12.2. Designation of public and restricted areas and access regulations related thereto.

12.3. Planned educational programs aimed at education of residents regarding their security responsibilities.

12.4. One or more of the following security monitoring measures during all hours when access to public areas is unrestricted:

- Locked entryways to restricted areas

- Staff or mechanical monitoring of public entryways

- A consistently applied and enforced escort policy

12.5. Other measures deemed necessary and appropriate by the President of each institution.

FORMS / APPENDICES:

None

SOURCE:

RR, 12:04, 1977; BOR, June 1978, September 1979; April 1987; March 1993; December 1995; May 2006; December 2010; August 2019; June 2021.

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Non-Faculty Exempt Employment Provisions

NUMBER: 4:4

A. PURPOSE

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

B. DEFINITIONS

1. **Day:** Calendar days

2. **Executive Director:** The chief executive officer of the SD Board of Regents.

3. **Grievance:** An alleged misinterpretation, misapplication or violation of a specific term or provision of Board policy, or other agreements, contracts, policies, rules, regulations or statutes that directly affect terms and conditions of employment for the individual employee.

4. **Institution:** Black Hills State University, Dakota State University, Northern State University, South Dakota School of Mines & Technology, South Dakota State University, South Dakota School for the Blind and the Visually Impaired, South Dakota School for the Deaf, University of South Dakota, and the Office of the Executive Director.

5. **Internal Equity Adjustment:** A salary adjustment to reduce or eliminate an internal pay rate disparity within an Institution or defined Institutional department.

6. **Market Equity Adjustment:** A salary adjustment to reduce or eliminate an external pay rate disparity using recognized market data and peer groups.

7. **Non-Faculty Exempt (NFE):** Employees who are exempt from the Civil Service Act by virtue of their administrative and professional functions.

8. **Performance Adjustment:** A salary adjustment made in recognition of work performance that meets or exceeds performance standards documented through an established review process.

9. **President:** The chief executive officer of a South Dakota Board of Regents University.

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

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

C. POLICY

1. Appointment

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

1.1. If an Institution wishes to hire a candidate who was previously terminated for cause, or who resigned in lieu of termination, the President or their delegate, and the Office of the Executive Director shall be advised of the circumstances surrounding the termination. The President, Superintendent, or Executive Director will approve or deny the rehire based upon legitimate business and position related reasons.

1.2. If an Institution appoints a candidate who is employed by another Institution, the Institutions shall share position related information with the requesting academic or human resource office, and the appointing authority will consider that legitimate business and position related information in the hiring process prior to appointment.

2. Employment Contracts

2.1. Upon appointment of a benefit-eligible employee, the University or Special School will issue an employment contract, which may be renewed annually at the discretion of the University President or Superintendent.

2.2. NFE employment contracts shall not be more than one year in length, unless otherwise specified in, and issued pursuant to, BOR Policy 4:49.

2.3. During a valid contract term, NFE employees may be reassigned for non-discriminatory purposes without cause to any position, so long as the salary is not decreased during the term of the current contract.

2.4. NFE Employment contracts may be non-renewed without cause by providing written notice of the non-renewal to the NFE employee prior to the expiration of the current contract term.

2.5. An NFE employment contract creates no obligation of the Institution for continued employment beyond the term of the contract and non-renewal of the contract is not an action which can be grieved under BOR or Institutional policy.

2.6. NFE employment contracts may be terminated for cause, or as a part of a reduction in force in conformity with this policy and applicable law.

3. Compensation Administration

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

3.2. Compensation upon Hire or Transfer

3.2.1. Compensation for employees at hire or transfer will be set comparative to the market value of the position as well as the internal equity of the Institution.

3.2.2. Institutional hiring authorities shall consult with human resources on compensation decisions at hire or transfer, and the Institution shall consider the

position requirements, institutional priorities and the candidate's education, experience, skills, and abilities.

3.3. Annual Salary Adjustments

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

3.3.1. Administrators responsible for making individual salary recommendations will follow approved guidelines:

3.3.1.1. The Legislature will identify the salary pool and the Board will approve a total salary policy pool for which Institutions can distribute based on market, performance or institutional priorities.

3.3.1.2. The President, Superintendent or Executive Director can apply institutional priorities to a specific department or area of concentration so long as it is a portion of the total salary policy pool.

3.3.1.3. Administrator recommendations will be reviewed by the appropriate Vice President and/or President.

3.3.1.4. All annual salary policy for benefit eligible employees must be applied through the HRFIS system, those meeting the criteria for Board approval in BOR Policy 1:5 or 1:6 must be report to the Board for approval at its regularly scheduled meeting in May.

3.4. Other Base Salary Adjustments

3.4.1. Additional Duty Pay: An increase, permanent or temporary, to base salary not exceeding ten percent (10%) may be granted based on a documented additional workload.

3.4.2. Duties and Responsibilities Changes: An increase based upon significant change in the duties, scope and responsibility of a position as documented in an approved position description.

3.4.2.1. The adjustment shall be consistent with previous institutional priority decisions of the Institution and must be made in light of internal equity.

3.4.3. Internal Equity Adjustment: An increase to base salary to reduce or eliminate documented institutional internal salary disparities that are found after an analyses of position duties, individual qualifications, experience, longevity, work performance or institutional priorities.

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

3.5. Instruction of Academic Courses

3.5.1. An NFE employee may be allowed to instruct an undergraduate or graduate course with the appropriate approval process at the Institution.

3.5.2. Compensation for the instructional work should be comparable to the rates provided to temporary faculty for comparable instruction.

3.5.3. If the instructional workload is assigned as an overload, the work related to course instruction should be completed outside of the scope of the employee's regular position.

4. Reduction in Force

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

4.1.1. Legislative action;

4.1.2. Loss of grant, contract or other funding;

4.1.3. Governor's executive order; or

4.1.4. Reorganization. An Institution may only use this as a means to lay off an employee for such occasions as privatization, the movement of a function to another state agency, the elimination of an organizational function, the consolidation of departments or functions, or a reduction in a program's activities.

4.2. Layoff Notification

4.2.1. An employee shall be given a minimum of fourteen (14) calendar day's written notice prior to the effective date of the layoff or reduction in percent time. The notice shall include:

4.2.1.1. The effective date and reason(s) for the layoff;

4.2.1.2. Information concerning the right to appeal;

4.2.1.3. The timeline in which the employee may present reasons in writing why the layoff should not take place;

4.2.1.4. Notice is effective the day of deposit in the mail of a certified notice, the date electronically sent, or the date personally delivered to the employee.

4.2.2. A copy of the layoff notification should be forwarded to the system human resources officer at the time the action is taken.

4.3. Priorities for Layoff

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

4.3.1.1. Performance;

4.3.1.2. Longevity with the Institution and employment status;

4.3.1.3. Special knowledge, skills, abilities and potential of the employee;

4.3.1.4. Type and mixture of funding for position and fund status;

4.3.1.5. Future needs of the department;

4.3.1.6. Geographic location.

4.4. Benefits

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

5. Code of Conduct

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

5.1. Professional Conduct/Misconduct Defined

5.1.1. Disciplinary action, up to and including termination, may be taken, upon notice and a right to respond, for conduct within or outside the scope of employment. Disciplinary action may be taken for just cause, including, but not limited to the reasons listed below:

5.1.1.1. The employee has violated any Board of Regents or institutional policy;

5.1.1.2. The employee violated a confidentiality agreement, non-disclosure agreement, policy, regulation, or law;

5.1.1.3. The employee disrupts the efficiency or morale of the department;

5.1.1.4. The employee is careless or negligent with the money or other property of the state or property belonging to any person receiving services from the state or has stolen or attempted to steal money or property of the state or property belonging to any person receiving services from the state;

5.1.1.5. The employee has failed to maintain a satisfactory attendance record based on the established working hours or has had unreported or unauthorized absences;

5.1.1.6. The employee has made a false or misleading statement or intentionally omitted relevant information during the application and selection process;

5.1.1.7. The employee has intentionally falsified a state record or document;

5.1.1.8. The employee has violated statutes or standard work rules established for the safe, efficient, or effective operation of the campus;

5.1.1.9. A failure to correct deficiencies in performance;

5.1.1.10. A breach of recognized published standards of professional ethics for the employee's profession;

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

5.1.1.12. The unlawful or unauthorized manufacture, distribution, dispensing, possession or use of alcohol, marijuana (including cannabis used or possessed for medicinal purposes), or other controlled substances while on duty or while on premises owned and controlled by the Board of

Regents or used by the Board of Regents for educational, research, service or other official functions.

5.1.1.13. Insubordination,

5.1.1.14. The use of alcohol, marijuana (including cannabis used or possessed for medicinal purposes), or other controlled substances, which impairs performance of duties.

5.1.1.14.1. An employee has a duty to report to work able to perform the duties of their position, notifying their supervisor when they are not able to perform the duties of their position, and notifying their supervisor when they observe a colleague who is not able to perform their duties.

5.1.1.14.2. Impairment in the performance of duties may be indicated by, but is not limited to, the following: employee self-reports, interactions with supervisors or co-workers, interactions with students, manual dexterity, coordination, alertness, speech, vision acuity, concentration, response to feedback, suicidal or threatening statements, changes in personal hygiene, memory, excessive absenteeism, a pattern of absenteeism, and/or the odor of alcohol or marijuana.

5.1.1.14.3. In the event of an employee self-report, a report of suspected impairment by a co-worker or student, or a supervisor's observation of indicia of impairment, the supervisor will assess the impairment of the employee and risk of safety to the employee and others.

5.1.1.14.3.1. If the supervisor determines there is no impairment or risk, the supervisor will keep a record of the event and take no further action.

5.1.1.14.3.2. If the supervisor determines there is a risk to the employee or others, in that the employee is unable to perform the essential functions of their position or poses a safety risk to the employee and others, the supervisor will keep a record of the event and:

5.1.1.14.3.2.1. Notify the institution's human resources department;

5.1.1.14.3.2.2. Refer the employee to the Employee Assistance Program;

5.1.1.14.3.2.3. Require the employee to undergo drug testing at the employee's expense;

5.1.1.14.3.2.4. Contact university police, if appropriate;

5.1.1.14.3.2.5. Place the employee on a leave of absence as needed; and/or

5.1.1.14.3.2.6. Implement disciplinary measures.

~~5.1.1.14.~~

    5.1.1.15. Theft of state owned or controlled property.

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

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

5.2. Termination of Faculty Appointment

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

6. Grievance Procedures

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

6.1. General Provisions

6.1.1.   Grievance procedures are available to NFE employees.

6.1.2.   No offer of settlement of a grievance by either party shall be admissible as evidence in later grievance proceedings or elsewhere.

6.1.3.   No settlement of a grievance shall constitute a binding precedent in the settlement of similar grievances.

6.1.4.   If the grievant fails to act within the time limits provided herein, the administration will have no obligation to process the grievance and it will be deemed withdrawn.

    6.1.4.1.   The parties to any grievance may, by mutual written agreement, waive the time limits provided herein.

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

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

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

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

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

    6.1.9.1.   Notice will be effective on the date postmarked by the Postal Service, on the date delivered by hand or on the date sent electronically, provided that, where disruption of institutional electronic communications systems

interferes with delivery of an electronic notice, the effective date of notices sent electronically will be delayed until service has been restored**.**

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

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

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

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

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

6.2. Grievance Procedures

6.2.1.   Step One – Grievance to Immediate Supervisor

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

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

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

6.2.2.   Step Two – Grievance to Vice President

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

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

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

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

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

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

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

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

6.2.4.   Step 4 – Grievance to the Board

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

6.2.4.2. The Executive Director shall select a hearing examiner within fourteen (14) days following receipt of the grievance.

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

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

FORMS / APPENDICES:

None.

SOURCE:

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Faculty Discipline and Disciplinary Procedures

NUMBER: 4:14

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1.   Discipline and Disciplinary Procedures

A.   Preamble

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

B.   Alternative Measures

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

Taking into consideration the circumstances that warrant discipline, past service, scholarly achievements and other mitigating or aggravating circumstances, discipline may include any of the following alternative actions:

1)   Warnings;

2)   Warnings to be filed with the personnel file of the faculty member;

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3)   Required training or current substance abuse treatment at the cost of the faculty member;

4)   Suspension from duties with, or without, loss of pay commensurate therewith;

5)   Reassignment;

6)   Demotion;

7)   Discharge.

C.   Interim Suspension

Unlike a disciplinary suspension under paragraph B (4) above, an interim suspension from duties during the pendency of an active review of allegations of conduct warranting discipline is not deemed to be a discipline under this article.

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

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

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

D.   Procedures

The following procedures apply to all disciplinary measures other than warnings and warnings filed in the personnel file.

The disciplinary procedure comprises two stages. The first stage is designed to provide an initial check against mistaken decisions, by creating an opportunity to determine whether there are reasonable grounds to believe that the charges against the employee are true and support the proposed action. At the first stage, the faculty member will receive oral or written notice of the allegations, an explanation of the

evidence, and an opportunity to tell the faculty member's side of the story. At the close of the first stage conference the administration may impose the selected discipline. The second stage assures clear and actual notice of the reasons for the disciplinary action in sufficient detail to enable presentation of evidence relating to them; notice of both the names of those who have made allegations against the faculty member and the specific nature and factual basis for the charges; a reasonable time and opportunity to present testimony on any disputed issue of material fact; and a hearing before an impartial decision-maker.

1)   *Stage One: Pre-Discipline Conference*

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

2)   *Stage Two: Post-Discipline Hearing Rights*

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

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

2.   Unprofessional Conduct

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

governmental regulations and contractual restrictions that also establish or imply standards of conduct needed to protect the special interests that justify the regulations and restrictions.

Even standards published by professional organizations or conduct expectations grounded in statute, rule, policy or contract may be subject to change over time or may be extended to technological or social contexts that emerge following their original adoption. These circumstances preclude the establishment of comprehensive policy that catalogs each form of conduct that violates the essential principles recognized by professionals or established in statute, rule, or policy contract. Thus, the Board provides the following instances to illustrate, without limitation, forms of unacceptable conduct that expose faculty members to discipline, but this enumeration is neither intended, nor could be intended, to preclude disciplinary action for other conduct that violates accepted standards or emergent requirements of statute, rule, policy or contract:

A.   Neglect of duty, misconduct, incompetence, abuse of power or other actions that manifest an unfitness to discharge the trust reposed in public university faculty members or to perform assigned duties;

B.   A failure to correct deficiencies in performance in compliance with a constructive plan;

C.   A breach of recognized published standards of professional ethics;

D.   Conviction of any felony or the conviction of a misdemeanor involving moral turpitude;

E.   Unauthorized absence from duties without prior notification or justifiable cause or excuse for the absence;

F.   The manufacture, distribution, dispensing, possession or use of alcohol, marijuana (including cannabis used or possessed for medical purposes) or controlled substances shall be cause for discipline where:

1)   The conduct is unlawful or unauthorized and occurs while acting within the scope of employment; while on premises owned and controlled by the Board of Regents or used by the Board of Regents for educational, research, service or other official functions; or while participating in any capacity in activities sponsored by the Board; or

2)   The conduct has been authorized and is lawful, but the use significantly impairs the faculty member in the performance of his duties; or

a)   A faculty member has a duty to report to work able to perform the duties of their position, notifying their supervisor when they are not able to

perform the duties of their position, and notifying their supervisor when they observe a colleague who is not able to perform their duties.

b) Impairment in the performance of duties may be indicated by, but is not limited to, the following: employee self-reports, interactions with supervisors or co-workers, interactions with supervisors, manual dexterity, coordination, alertness, speech, vision acuity, concentration, response to feedback, suicidal or threatening statements, changes in personal hygiene, memory, excessive absenteeism, a pattern of absenteeism, and/or the odor of alcohol or marijuana.

c) In the event of an employee self-report, a report of suspected impairment by a co-worker or student, or a supervisor's observation of indicia of impairment, the supervisor will assess the impairment of the employee and risk of safety to the employee and others.

    a. If the supervisor determines there is no impairment or risk, the supervisor will keep a record of the event and take no further action.

    b. If the supervisor determines there is impairment or risk to the safety of the employee or others, in that the employee is unable to perform the essential functions of their position or poses a safety risk to the employee or others, the supervisor will keep a record of the event and:

        i. Notify the institution's human resources department;

        ii. Refer the employee to the Employee Assistance Program;

        iii. Require the employee to undergo drug testing at the employee's expense;

        iv. Contact university police, if appropriate;

        v. Place the employee on a leave of absence if needed; and/or

        vi. Implement disciplinary measures.

3) Other conduct that involves a failure to conform to laws regulating alcohol and controlled substances and that results in injury to the person or the rights of others.

G. The failure or refusal to follow or comply with Board or institutional policies, regulations or published work rules or with lawful orders or instruction of a superior;

H. Theft, misuse, abuse or wrongful destruction of state owned or controlled property controlled real, personal or intellectual property, including information systems, databases and similar resources;

I. Participation in strike activities proscribed by SDCL Chapter 3-18;

J. Violations of rights assured to students, employees or others under federal or state laws or regulations or Board or institutional policies and regulations;

K.   Use of the powers and prerogatives of a faculty member to coerce or to induce others to engage in unlawful conduct or conduct prohibited under Board or institutional policy;

L.   Failure to comply with health or safety regulations, to require compliance by students or others under a faculty member's supervision or to comply with duly issued emergency orders;

M.   Misrepresentation of authority or other conduct intended to deceive or to assist another to deceive others, irrespective of the motives;

N.   Interference with or disruption of the efficiency or morale of educational, research or service programs, workplaces or organizational units, including actions that violate expectations for civil conduct among professors and when working with students, as provided in Board Policy No. 4:38 (5), or failure at all times to be accurate, to exercise appropriate restraint and to show respect for the opinions of others, as required under Board Policy No. 1.11 (1)(C); or

O.   Any substantial or irremediable impairment of the ability of a faculty member to perform assigned duties.

FORMS/APPENDICES:

None.

SOURCE:

1991 BOR Policy Manual 5:4:2 and 5:4:3; BOR April 2009; BOR December 2010; BOR May 2021; June 2021.

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Drug Free Environment

NUMBER: 4:27

Drug Free ~~Workplace~~ Environment Policy

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

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

Nothing in this policy abrogates the applicable requirements of the Americans With Disabilities Act. ~~The South Dakota Board of Regents is committed to providing a drug free workplace. Additional regulations may be found in Board Policy 4:14 subsection 2.F. It is the intent of the Board that all employees regardless of their faculty, exempt or civil service status be subject to the policies set out in those provisions.~~

~~DRUG FREE WORKPLACE~~

Compliance with the Drug-Free Workplace Act of 1988

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

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

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

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

A.   The president or superintendent shall have primary responsibility for the implementation of this policy. Presidents and superintendents may delegate that responsibility to the extent that such delegation is usual and customary.

B.   Each Board employee who is assigned to perform services under a federal grant or pursuant to a federal contract shall be given a copy of the Board's drug-free workplace policy.

C.   Whenever an institution under the Board receives actual notice that an employee rendering services under a federal grant or contract has been convicted of a criminal drug statute violation that occurred in the workplace, the president or his designee shall notify the appropriate federal agency within ten (10) days after receipt of such notice.

D.   Within thirty (30) days of receipt of the notice specified in paragraph (c), an institution shall (i) take appropriate personnel action against the employee, up to and including termination and (ii) in the event that the personnel action stops short of termination, require such employee, at his or her own expense, to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by an appropriate agency.

Compliance with the Drug-Free Schools and Communities Act Amendments of 1989

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

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

-    when needed in conjunction with approved research activities;

-    when alcohol is possessed, used, or distributed in a lawful manner inside a dwelling occupied by an employee who, as a condition of employment, is required to maintain a residence on premises controlled by the Board;

-    when alcohol is possessed, used, or distributed in a lawful manner inside a designated residence hall facility occupied exclusively by upper-division and/or non-traditional students who are at least 21 years of age;

- when alcohol is possessed, used, or distributed in a lawful manner on premises controlled by the Board that have been designated by the institutional president as places where such possession, use, and distribution may be permitted, subject to such conditions as the institutional president may also prescribe and provided that a notice of such designation and conditions have been filed previously with the executive director;

- when the possession, use, or distribution of the controlled substance is incidental to treatment by a licensed health care professional authorized to prescribe such substances. For purposes of this section, a prescription does not include a written certification for use of medical marijuana, pursuant to SDCL 34-20G-1(23). Employees who use medical marijuana pursuant to a validly issued written certification when not on property controlled by the Board may subsequently report to work or participate in activities as long as such use does not cause impairment or inability to perform the duties of their position; or

- when alcohol is possessed, used, or distributed in a manner that is expressly approved by a Board Policy.

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

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

A.   Persons who violate the provisions of this policy will be disciplined.

1.   Each campus shall adopt and publish detailed procedures and regulations to govern student infractions of this policy and related policies. Minimum Regental standards may be found in Board Policy 3.4, which policy is also the default policy in the absence of institution-specific policies governing student conduct.

2.   Disciplinary procedures for employees vary according to the individual's status as a Civil Service Act employee, as a non-faculty employee who is exempt from the Civil Service Act, as a faculty member who is excluded from the bargaining unit, or as a faculty member who is within the Special Schools bargaining unit. Disciplinary measures shall be imposed pursuant to those procedures that are appropriate based on the employee's classification.

3.   Employees whose unlawful possession, use, or distribution of alcohol, marijuana or controlled substances violates this policy may be subject to those disciplinary measures set out in Board Policy 4.14, Board Policy 4.44, and ARSD 55:10:07:01; except that absent extraordinary circumstances, a second infraction will be deemed just cause for termination.

4.   Where the infraction constitutes a felony offense under South Dakota or federal law, the essential facts of the infraction will be referred to law enforcement authorities. Referral of a matter to law enforcement authorities will not require suspension of disciplinary proceedings nor delay imposition of discipline.

B.   Institutions may elect to use student fee collections to fund drug or alcohol assessment, counseling, treatment, rehabilitation, or re-entry programs for students. Employee entitlements to drug or alcohol assessment counseling, treatment, rehabilitation, or re-entry programs are governed by Bureau of Human Resources. Current information about such entitlements may be obtained from personnel officers.

C.   Each institution will prepare and will distribute annually to all higher education students, parents of students attending the special schools and employees written statements that set forth in detail the following:

1.   Institutional and Regental policies that regulate the possession, use, or distribution of alcohol, marijuana (including cannabis used or possessed for medical purposes), or controlled substances, together with the relevant disciplinary procedures and sanctions;

2.   Legal sanctions under local, state, or federal law for the unlawful possession or distribution of illicit drugs and alcohol;

3.   Health risks associated with the use of alcohol, marijuana, or controlled substances; and

4.   Any available programs for alcohol, marijuana, or controlled substances counseling, treatment, rehabilitation or re-entry.

5.   The special schools shall also:

a.   Maintain age-appropriate, developmentally based drug and alcohol education and prevention programs for students in all grades;

b.   Assure that the drug and alcohol education and prevention programs address the legal, social, and health consequences of drug and alcohol use, provide information about effective techniques for resisting peer pressure to use illicit drugs or alcohol and convey to students that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful;

c.   Provide students with a copy of the standards of conduct required under subsection C.1 above; and

d.   Notify parents and students that compliance with the standards of conduct required under subsection C.1 above is mandatory.

D.   At the June 1992 meeting of the Board, and biennially thereafter, each institution will report:

    1.   Evidence about the degree to which its alcohol, marijuana, and controlled substances programs have been effective in reducing academic, social, and employment problems associated with the use of such substances;

    2.   Any changes in institutional or Regental policies that might enhance program effectiveness; and

    3.   Data showing what disciplinary measures were imposed on students or employees pursuant to the foregoing policies.

        a.   The data provided in response should contain sufficient detail to demonstrate that sanctions were imposed consistently and equitably among those students and employees who became subject to discipline.

E.   Whenever an officially recognized organization is permitted under institutional policy to conduct a social function at which alcohol will be provided, it must adhere to the following guidelines:

    1.   If the function includes the sale of alcoholic beverages, appropriate permits must be obtained in compliance with all of the requirements of Board Policy 6:14.

    2.   The organization sponsoring the event should implement precautionary measures to ensure that alcoholic beverages are not accessible or served to persons under the legal drinking age or to persons who appear intoxicated.

    3.   Persons of legal age must be designated as servers. They must be trained to monitor alcohol consumption, and they alone may have direct access to alcoholic beverages.

    4.   Attractive nonalcoholic beverages must be equally available and on display.

    5.   The consumption of alcoholic beverages must be limited to the area designated for the event.

    6.   A reasonable portion of the budget for the event must be designated for the purchase of food items, and food must be available throughout the event.

        Officially recognized student organizations remain subject to the additional restrictions set forth in Board Policy 3.4 that prohibit expenditure of organizational funds for alcoholic beverages.

    7.   Alcohol service must be discontinued well before the event is expected to end.

    8.   Alcohol use should never be the primary focus of the event. Drinking contests and other activities that encourage consumption of alcohol are strictly prohibited.

9.   Advertising may not mention the availability of alcohol in a prominent way, nor may advertising mention the amount of alcoholic beverages available. If mention is made, equal attention must be given to the availability of nonalcoholic beverages.

10.   Officially recognized organizations will have the responsibility to provide those persons conducting the event with copies of these guidelines. They will also be responsible for implementing these guidelines.

11.   Officially recognized organizations must agree to abide by the foregoing guidelines as a condition of continued recognition.

~~SOURCE: Current Policy Manual 8.1.12; 15.1.1; 15.1.2; BOR, August 2011; BOR, August 2016.~~

Forms:

None

Source:

BOR Policy Manual 8.1.12; 15.1.1; 15.1.2; BOR August 2011; BOR August 2016; BOR June 2021

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Facilities Use by Private Parties

NUMBER: 6:13

A. PURPOSE

To establish policy and procedures pertaining to the use of institutional facilities by private parties.

B. DEFINITIONS

1. **Affiliated Entity:** organizations, such as institutional foundations, whose legal purpose includes support of the institution and its activities, organizations that have been authorized by the institution to use it name and marks, and student organizations recognized by the institutions, as well as the State of South Dakota and its political subdivisions, and their instrumentalities.

2. **Commercial Purposes:** activities that involve the exchange of goods or services for valuable consideration and speech that relates solely to the economic interests of the speaker and audience and proposes a commercial transaction.

3. **Disrupt:** any actions that infringe institutional rules, interrupt institutionally sponsored or authorized instructional, research or service activities, or substantially interfere with the opportunity of other persons to use institutional grounds or facilities for their intended or authorized purposes.

4. **Events:** speeches, presentations, social gatherings, religious ceremonies, entertainments, youth camps or other activities that pose no substantial risk of injury to persons and property and that are generally consistent with the kinds of activity sponsored by the institution itself.

5. **Facilities and Grounds:** buildings, structures, internal streets and sidewalks, parking facilities, athletic facilities, landscaping and grounds owned or occupied by the institution but excludes municipal streets or sidewalks or public highways or rights of way that abut or traverse a campus.

6. **Private Party:** any individual or group other than the institution, its affiliated entities, or their officers, agents, faculty, or staff when acting on their behalf.

7. **Working Days:** those days when the office of the institution are open for business.

C. POLICY

1. **Institutional Facilities**

Institutional facilities and grounds embody investments by students and taxpayers to advance the educational, research, and service missions of the institution. They are not open to the public for assembly, speech, or other activities as are the public streets, sidewalks, parks, or seats of government. Institutional facilities and grounds are selected, designed, and operated to balance aesthetic and utilitarian considerations, to provide settings conducive to learning and research, and to provide venues to expose students to high and popular cultural activities. These purposes define the priorities for their use by private parties.

1.1. Casual visitors may enter institutional facilities and grounds to conduct business with the institution, to attend institution sponsored events, exhibits or programs that are open to the public, to deliver goods ordered by residents or to traverse the grounds without stopping, or for purposes incidental to personal family or social matters involving students or institutional staff.

1.2. Private parties may request permission to use facilities or grounds for private meetings or events. Such requests may be granted to the extent that institutional program schedules permit if the requested use is lawful and otherwise consistent with this policy, poses no risk of harm to persons or property, and will not disrupt the intended use of the facilities or grounds by the institution, its students, staff, or other visitors.

1.3. Permission to use facilities or grounds for private meetings or events shall be contingent upon agreement to avoid disruption of institutional uses of the facilities or grounds, interference with students or employees, or damage, fouling or littering facilities, grounds or other property. Private users shall be responsible for the cleanliness and order of any facilities or grounds that they use.

1.4. Institutional facilities and grounds are tax exempt public facilities and, as such, are not generally available for use by private parties for commercial purposes. Institutions may contract with private parties to provide goods and services on its behalf, to provide access to dedicated advertising venues or to engage in limited mission-related testing, research or economic development activities. As part of their service to the state and their host communities, institutions may designate specific venues where third parties may schedule occasional activities that may have incidental commercial purposes.

1.5. Some institutional facilities and grounds may be restricted, and private parties may only venture there if specifically invited by a person with authority to invite them. Buildings or facilities that are ordinarily open during regular business hours shall be deemed to be restricted areas if they have been locked.

2. **Private Parties**

Private Parties must request prior authorization to use a facility or a portion of the institutional grounds. Each institution shall develop and shall make public practices and rules to implement this policy. In particular,

2.1. Each Institution shall appoint a person or persons to receive and to administer private party requests for permission to use institutional facilities or grounds for meetings or events.

2.2. Each institution shall designate those facilities, or portions thereof, or portions of the grounds that may be used by private parties for meetings or events, and shall specify whether, when and how private parties may use application in conjunction with their meetings or events. Each institution shall differentiate between meeting rooms and classrooms that are appropriate for meetings involving up to one hundred persons and lecture halls, auditoria, outdoor areas and other places that are appropriate for larger events and gatherings. If an institution elects to permit limited activities for commercial purposes, it shall identify which facilities are available for such purposes and shall indicate what kinds of commercial purposes may be pursued in the facilities.

2.3. Each institution shall designate those days, including finals week and the week preceding it, when facilities and grounds will not be available for private meetings or events.

2.4. Each institution shall establish and publicize local rules to implement this policy. These rules shall provide, at minimum, that

2.4.1. Private parties may request permission to use institutional facilities or grounds for meetings or events that will not interfere with the use of the facilities by the institution or institutionally affiliated organizations.

2.4.2. Private parties seeking permission to use institutional facilities or grounds shall complete and submit written applications on forms developed by the institution.

2.4.3. Private parties requesting permission to use facilities or grounds for events shall submit completed forms and all necessary attachments no less than three (3) working days prior to the date on which they wish to use the facilities or grounds

2.4.4. Private parties may not reserve facilities or grounds for regularly scheduled meetings, thereby precluding institutional uses of the facility.

2.4.5. Private parties who have been granted permission to use institutional facilities shall agree to abide by all institutional regulations and shall not publicize their meetings or events in ways that suggest co-sponsorship by the institution.

2.4.6. Private parties shall agree to restore facilities and grounds to the state of cleanliness and repair in which they found them or to pay for custodial or repair services at standard university rates and for extraordinary restoration or replacement expenses at cost.

2.4.7. Private parties shall agree to avoid actions that disrupt pedestrian or vehicular traffic on campus grounds, interfere with the instructional, research, service or administrative activities of the institution or disrupt meetings or events sponsored by the institution or other private parties.

2.4.8. Private parties seeking permission to use facilities for commercial purposes or to sponsor events with planned attendance of five hundred people or more shall provide security and shall purchase event insurance in the amount of one million dollars, naming the State of South Dakota, the Board, the institution and their officers, agents and employees as named insureds.

2.4.9.   Private parties may be charged fees at published rates to cover the costs institutions incur to provide private parties access to the selected facilities or grounds and to maintain and to repair such facilities; however, any such fee(s) must be based on definite and objective criteria that are not content-based.

2.4.10. Private parties may be allowed to purchase at published rates institutional services to prepare the facilities for private use, to monitor use of the facilities during meetings or events and to restore the facilities to the prior state.

2.4.11. Private parties wishing to serve, or to offer for sale, food or beverages shall make any necessary arrangements with the institutional food service provider, if applicable.

2.4.11. 2.4.12.   Private parties may not use, possess, distribute, or permit the use or possession of controlled substances or marijuana (including cannabis used or possessed for medical purposes) on institutional property. Possession of alcohol on institutional property is governed by Board Policy 4:27.

2.5.   Each institution shall establish procedures to implement its local rules. These procedures shall provide, at minimum, that

2.5.1.   Copies of the Board and institutional rules, information about institutional facilities and grounds available for use by private parties, schedules of fees and all forms needed to apply for permission shall be published, together with contact information to enable readers to obtain clarification of the meaning or application of rules or assistance in completing applications

2.5.2.   The institution shall act upon applications no later than the third (3rd) working day after receipt of a completed application.

2.5.3.   Except as provided in §2.5.5, below, the institution shall grant applications for meetings or events if,

2.5.3.1. The applications, and all required attachments, have been completed; and

2.5.3.2. The meetings or events will comply with the requirements and limitations contained in this policy and the institutional policy(ies) or rule(s) that implement it;

2.5.4.   If the institution denies an application for a meeting or event, it shall provide the private party with a written explanation for the denial.

2.5.5.   The institution may deny applications for meetings or events only if,

2.5.5.1. The private party has failed to comply with the requirements of § 2.5.3, above, or the meeting or event or the requested schedule otherwise does not meet the standards stated in that section.

2.5.5.1.1. If permission is denied due to a conflict with the academic calendar or with previously scheduled activities, the institution shall propose an alternative facility or place if available for the same time, or an alternative time, if available, for the same place.

2.5.5.2. The private party has on prior occasions made material misrepresentations regarding the nature or scope of a meeting or event previously permitted or has violated the terms of prior use agreements.

2.5.5.3. Any of the following grounds are present:

2.5.5.3.1. The application for permit contains a material falsehood or misrepresentation;

2.5.5.3.2. The applicant is legally incompetent to contract or to sue and be sued; or

2.5.5.3.3. The applicant has on prior occasions damaged institutional property and has not paid in full for such damage, or has other outstanding and unpaid debts to the institution.

2.5.5.4. Private parties whose prior conduct would justify denial of permission to use facilities or grounds may not avoid denial by creating new organizations, by associating themselves with other private organizations or by otherwise associating themselves with others for the purposes of avoiding denial of permission under this section.

2.5.6. A written denial shall advise private parties of their right to appeal the denial by filing a signed, written appeal with the official designated by the institutional chief executive officer to receive such appeals. Any denial issued pursuant to this policy shall be deemed effective upon the earlier of, actual communication to the applicant, transmission of an electronic message containing the written denial to the applicant, or deposit of the written denial in the United States mail.

2.5.6.1. The appeal must be presented on the approved form.

2.5.6.2. The person receiving the appeal shall not be the same official who issued the original denial

2.5.6.3. The completed written appeal must be presented within five (5) working days after the denial was issued.

2.5.6.4. The appeal shall state specifically facts that, if proven, would demonstrate

2.5.6.4.1. That the denial was based upon an incorrect assessment of material fact or

2.5.6.4.2. That it involved a misinterpretation, misapplication or violation of the requirements of Board or institutional policy.

Mere conclusions, general allegations and speculative statements cannot establish a factual ground for the claim that Board or institutional policy has been misinterpreted, misapplied or violated.

2.5.6.5. The institution will respond to such appeals via email within two (2) working days after their receipt by the institution. Should the institution deny the appeal, it shall provide in its response the procedure for appealing the decision to the institutional chief executive officer.

2.5.6.6. If the private party remains dissatisfied, the private person may appeal to the institutional chief executive officer by filing a written appeal on the same approved form within five working days after the institution issued its response.

2.5.6.7. The institutional chief executive officer shall have ten (10) working days after receipt of such an appeal to conduct such an investigation as may be warranted under the circumstances and to issue a written decision addressing the concerns raised by the private party, determining whether denial was proper under §2.5.3, and, if the appeal is denied, informing the private party of the discretionary appeal to the Executive Director of the Board of Regents.

2.5.6.8. After exhausting institutional appeals, the private party may appeal the determination of the institutional chief executive officer by submitting a written appeal to the Executive Director of the Board of Regents within ten (10) working days from the effective date in the institutional chief executive officer decision. Such an appeal shall include the application, the denial, the appeals and decisions exchanged at the institutional level, and the required appeal form.

2.5.6.9. The Executive Director of the Board of Regents shall have ten (10) working days after receipt of such an appeal to review the appeal and its documentation and to determine whether to attempt to mediate a resolution. Within five (5) working days thereafter, the Executive Director shall either issue a preliminary recommendation or refer the matter to a hearing examiner to determine whether the matter presents contested issues of material fact warranting a hearing or whether denial was proper under § 2.5.3, as a matter of law.

2.5.6.9.1. If the Executive Director issues a preliminary recommendation that would deny the private party relief, the private party shall be allowed ten (10) working days from the transmission or deposit in the mails of the Executive Director's written response to provide reasons why that response should not become final. The recommendation of the Executive Director and any responses by the private party will be forwarded to the Board at the next regularly scheduled meeting

2.5.6.9.2. If the Executive Director appoints a hearing examiner using the contested case proceedings pursuant to SDCL ch. 1-26, the hearing examiner shall contact the institution and the private party within ten (10) working days from the date of appointment to schedule any necessary exchanges of authorities, hearings or evidentiary hearings.

2.5.6.9.2.1. The hearing examiner will make a recommendation to the Board which will take the form of findings, conclusions and an order of disposition and will be issued within fifteen working days of the

hearing or of the expiration of any briefing schedule established by the hearing examiner. A copy of the recommendation will be provided to the institution and to the private party.   The recommendation must be based solely on the record, pertinent institutional and Board policies, this agreement and the law of the land.

2.5.6.9.3.   The Board will make a final decision based upon the recommendation of the hearing examiner or the Executive Director where a matter is to be resolved as a matter of law. In addition, it may review the record pertinent to the issues and may hear testimony from individuals as it deems appropriate. Such decision will be made at the next regularly scheduled Board meeting following receipt of the recommendation, provided the recommendation is received not less than ten (10) working days prior to the Board meeting. If not received in time, the recommendation will be acted upon at the subsequent meeting. If the Board rejects or modifies the recommendation of the hearing examiner or the Executive Director, the Board will provide the institution and the private party with the reasons for rejecting or modifying the recommendation.

2.5.6.10. Appeals from the decision of the Board are governed by SDCL ch. 1-26.

FORMS / APPENDICES:

None

SOURCE:

BOR August 2007; BOR April 2009; BOR December 2018; June 2021

SOUTH DAKOTA BOARD OF REGENTS

FY23 Informal Budget Hearings

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SUBJECT
   FY23 Institutional Budget Priorities

CONTROLLING STATUTE, RULE, OR POLICY
   SDCL 4-7-7 – Annual Budget Estimates Submitted by Budget Unit

BACKGROUND/DISCUSSION
   Each institution will individually present their three highest budget priorities.

IMPACT AND RECOMMENDATIONS
   During the presentations, the Board will discuss priorities and give direction on the development of the proposal for the FY23 budget request that will be approved at a special Board meeting on July 21, 2021.

FY23 Informal Budget Hearings	Thursday, June 24, 2021
SDSU/CES/AES	9:00 – 9:25 am
SDSD	9:25 – 9:30 am
SDSBVI	9:30 – 9:35 am
USD/Law School/SSOM	9:35 – 10:00 am
SDSM&T	10:00 – 10:20 am
DSU	10:20 – 10:40 am
NSU	10:40 – 11:00 am
BHSU	11:00 – 11:20 am
System Requests	11:20 – 11:30 am

ATTACHMENTS
   Attachment I – FY23 Institution Informal Budget Briefing
   Attachment II – FY23 Institution Budget Priorities Summary

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INFORMATIONAL ITEM

SOUTH DAKOTA STATE UNIVERSITY

FY23 Informal Budget Request Narrative

South Dakota State University
South Dakota Board of Regents
Submitted: June 9, 2021

The submission for the FY23 Informal Budget discussion includes priorities in the areas of workforce development, COVID-19 response, rural prosperity and research.

WORKFORCE DEVELOPMENT | PRIORITY #1

SOUTH DAKOTA STATE UNIVERSITY HEALTH SCIENCES BUILDING IN SIOUX FALLS
MEETING THE WORKFORCE NEEDS OF THE STATE

One-time funds	$7,500,000

South Dakota State University requests $7.5 million in one-time funds to cover remodeling costs for a health sciences facility for SDSU's nursing, pharmacy and respiratory care programs in Sioux Falls. This investment will position SDSU's health sciences programs to meet the state's projected health care workforce demand and do so while creating efficiencies by housing the health sciences programs in one Sioux Falls location. The revitalized facility will educate future nurses, pharmacists and respiratory care professionals in an interprofessional collaborative environment, including simulation and hands-on experiences, which will enhance the workforce readiness of program graduates.

Since 2002, SDSU nursing has been offering an active baccalaureate nursing education program in Sioux Falls. This program currently resides in approximately 11,000 net usable square feet of leased space at Southeast Technical College (STC). Since beginning operations at this location, program enrollment has increased in response to the state's workforce needs. Workforce studies indicate a growing demand for baccalaureate-prepared and graduate degree nurses in South Dakota. Currently, the STC site is home to an assistant dean, 15 faculty and six support staff.

Baccalaureate nursing programs offered by SDSU in Sioux Falls include an accelerated track and a standard track. In addition, Sioux Falls is the administrative home of the nurse practitioner program for the College of Nursing, including the Master of Science in family nurse practitioner, Doctor of Nursing Practice, family nurse practitioner, postgraduate DNP, and postgraduate certificates for psychiatric mental health nurse practitioner and family nurse practitioner. Each year, approximately 144 nursing students receive instruction and academic support in Sioux Falls. Many of the program's graduates extend their reach beyond the state's health care systems by becoming faculty in many of the other programs offered throughout the state, furthering the impact of SDSU nursing.
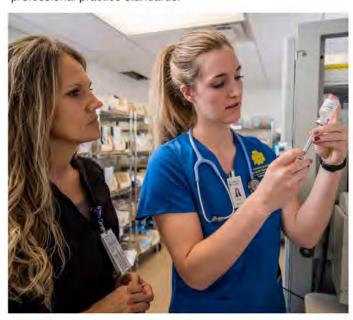
SDSU pharmacy started teaching the third year of the Doctor of Pharmacy curriculum in Sioux Falls in 1997 with current class sizes of 65-70 students. The home of SDSU's College of Pharmacy and Allied Health Professions in Sioux Falls is the Community College for Sioux Falls (CCSF). The program currently utilizes approximately 8,000 net usable square feet of space. In addition to serving as the instructional space for the P3 year of the Pharm.D. program, 10 full-time faculty and staff members are housed at CCSF, with an additional 15 faculty members located at Sioux Falls clinical sites that are being supported through the college's CCSF office. The Sioux Falls faculty and staff provide instruction and academic support services for approximately 150 Pharm.D. and respiratory care students.

Although CCSF has provided adequate instructional space for the college to date, additional academic spaces are needed to provide hands-on experiences in clinical simulation and clinical skills development to meet accreditation, regulatory and contemporary professional practice standards.

SDSU began offering the respiratory care program in fall 2020, which had been previously offered by Dakota State University. Respiratory care programs offered by SDSU in Sioux Falls include an associate and a baccalaureate program with cohort sizes of 16 students.

IMPACT OF THE INVESTMENT

Ensuring a vibrant health care workforce in South Dakota is critical to the future of our state. Recent space studies have identified a need of at least 26,000 net usable square feet of space for SDSU's Sioux Falls health sciences programs. Investment in a Sioux Falls health sciences facility will not only enable growth to address workforce demand, but will also support additional interprofessional and collaborative learning that will enhance student success. Housing students, faculty and staff from the SDSU College of Nursing and the SDSU College of Pharmacy and Allied Health Professions in a single building will increase interprofessional collaboration and learning in the classroom, clinical and simulation settings, which is invaluable to prepare the modern health care workforce.

COVID-19 REQUEST - HVAC SYSTEMS | PRIORITY #2

AGRICULTURAL ENGINEERING HALL RENOVATION

One-time funds	$2,820,000

Proper ventilation is critical to indoor air quality and human health, and it became even more important during the COVID-19 pandemic. The Centers for Disease Control and Prevention (CDC) and the American Society of Heating, Refrigerating and Air-Conditioning Engineers (AHSRAE) have recommended increased outdoor air ventilation inside buildings to help reduce the spread of SARS-CoV-2. They have determined that humidity control helps reduce the risk of contracting SARS-CoV-2 as the virus can survive and stay suspended longer in dryer air. Improving central air filtration has also been recommended to capture airborne viruses, dust and other irritants.

Removing harmful concentrations of contaminates is always in the best interest of the building occupants as poor indoor air quality can lead to respiratory issues, irritate asthma and cause eye irritation. Proper ventilation also removes volatile organic compounds (VOCS), which are released from carpet, furniture and finishes. Ventilation systems also reduce levels of carbon dioxide, where high levels have been shown to cause headaches, lethargy and reduced productivity. An additional benefit of good ventilation systems is the ability to control humidity. Maintaining humidity levels of 40 to 60% can reduce molds, mites, fungi, bacterial growth and viruses.

South Dakota State University strives for modern, high-quality learning, teaching and research programs and environments that are in the best interest of students, educators and staff. Given the proximity of the Agriculture Engineering Hall to other student-centered buildings, such as the Student Union and Briggs Library, it serves as a key building to remodel for academic programs currently housed in insufficient facilities located on the edge of campus. Upgrading and enhancing these spaces will provide the type of teaching, advising and programing imperative to student success.

Agricultural Engineering Hall was constructed in 1958 and consists of over 20,600 usable square feet. Much of the building's heating, ventilation and air conditioning (HVAC) system is original to the building. Over the years, window air conditioners and localized ventilation systems have been added incrementally to service localized spaces. There are currently four separate ventilation systems that serve the building and a central air handling unit that serves the remainder of the west and south wings. The central air handling unit is original to the building and is a heating-only unit.

Improving the building's HVAC is a critical component to address deferred maintenance in this facility. This improvement will ensure the building meets standards and is functional in the future.

South Dakota State University requests $2,820,000 for heating, ventilation and air conditioning and associated utilities. Maintenance and repair work that would be accomplished includes HVAC upgrades, chilled water utility connection, steam utility upgrades, water service and fire sprinklers. The HVAC upgrades to Agricultural Engineering Hall would allow the university to promote efficient use of resources by maximizing existing space, upgrading building performance, and enhancing opportunities for academic collaboration.

The HVAC scope of work includes adding ventilation and air conditioning to offices, classrooms, laboratories and common spaces throughout the building. The efficiency of the heating and cooling systems would be upgraded and connected to the campus steam and chilled water systems. Air filtration systems would be upgraded to meet the current campus standards as recommended by ASHRAE standards. Increased outdoor air ventilation and improved filtration would dilute and reduce quantities of airborne pathogens throughout the building.

RESEARCH DEVELOPMENT | PRIORITY #3

HIGH-PERFORMANCE COMPUTING AND STORAGE SYSTEMS

One-time funds	$1,935,993

As the state's 1862 land-grant university, our mission is to engage in research and innovation to improve the quality of life in South Dakota, the region, the nation and the world. Research directly leads to economic development, workforce development and technology commercialization.

High-performance computing (HPC) represents a strategic, game-changing technology with tremendous implications for economic competitiveness and scientific leadership in the state of South Dakota. It provides systems that, through a combination of processing capability and storage capacity, rapidly solve complex computational problems across a diverse range of scientific, engineering and industrial fields. HPC is essential for scientific researchers to generate discoveries and innovate breakthrough products and services.

SDSU's current HPC capacity has been effectively utilized and there is high demand for more, which would be made available to students, researchers and faculty across the state of South Dakota. Expansions of HPC capacity and storage are needed to ensure comprehensive access to data processing for numerous vital applications, including engineering, biotechnology, biomedical sciences and precision agriculture technology, as well as for general use by students and faculty to advance research at SDSU.

The demand for agricultural production will increase as the human population continues to expand. There is a finite amount of arable land available in South Dakota. HPC directly impacts precision agriculture, a modern scientific field that depends on compute-intensive methods. This would allow solutions to research problems for increasing high-performance agricultural productivity while minimizing environmental impacts. Precision agriculture is the result of big data technology and high performance computing. The result is aid in yield prediction, disease identification, weed detection, crop quality and species recognition. Livestock management includes animal health and livestock production applications. This enhanced computing capacity is needed to provide critical and essential systems and support to enable producers and managers to make informed decisions within their operations.

Increased HPC capacity at SDSU will have far reaching consequences for our regional and national economy; will be decisive in creating competitive scholars, research and output; and will impact the production of knowledge in the vital fields of agriculture, medicine, engineering and many others. These fields directly impact the life pathways, opportunities and well-being of the people of South Dakota and will in many ways determine the social health and economic competitiveness of our state and region.

Equipment	Cost
High-Performance Computing Cluster	$1,215,993
High-Velocity Data Storage	$720,000
Total Project Cost	**$1,935,993**

SOUTH DAKOTA STATE UNIVERSITY

SOUTH DAKOTA AGRICULTURE EXPERIMENT STATION

COTTONWOOD FIELD STATION RENOVATIONS AND UPGRADES

One-time funds	$6,000,000

The South Dakota State University Cottonwood Field Station near Philip was established in 1907 and consists of 2,640 acres at the home site and an additional 1,100 acres near Sturgis. It is home to the SDSU West River beef herd comprising around 175 head of commercial Angus cows. For more than 100 years, the location, size and scope of the SDSU Cottonwood Field Station have made it an ideal place to carry out impactful range beef cattle research. The Cottonwood Field Station is also home to a variety of wildlife, furthering its scope to include ecological and habitat management studies and activities.

The SDSU Cottonwood Field Station is one of the oldest working field stations in the nation and is home to a long-term grazing trial that has resulted in 80 years of recorded pasture stocking density data. While the station's age lends itself to a one-of-a-kind historical knowledge of grasslands and livestock production, it also means that the infrastructure of the station is outdated and in need of replacement or repair.

The Cottonwood Field Station underwent a smaller-scale renovation completed in 2013 that included a new office and shop, a hoop structure and remodel of the original barn. However, the calving barn, working barn, holding pens and feedlot remain in poor condition, causing safety concerns and limiting research capabilities. A severe windstorm in summer 2020 further weakened these structures and caused significant damage to windbreaks, calving sheds and fences. This windstorm also destroyed the hoop structure, one of the most recent and useable structures on site. The Cottonwood Field Station lacks a classroom for hosting educational and SDSU Extension events and activities for stakeholders (e.g., ranchers and landowners, general public, youth, industry) and students. Taken together, facilities at the Cottonwood Field Station are insufficient to safely carry out important, stakeholder-driven range beef cattle work and activities.

The SDSU Cottonwood Field Station has the potential to become a highly recognized center for range beef cattle systems research and education. SDSU is working toward incorporating precision technology into the station to transform it into a modern laboratory that will greatly enhance the ability to address challenges facing range beef cattle producers and grasslands managers in western South Dakota. The proposed renovations will enable the field station to become an innovative research and education site directly aligned with the land grant mission of SDSU in western South Dakota.

SDSU envisions the Cottonwood Field Station being known for excellence in range beef cattle research and education by marrying traditional livestock and grasslands management practices with innovative precision technologies to promote sustainable, regenerative and profitable range livestock production systems. The goal is to conduct impactful, relevant research for the benefit of western South Dakota range beef cow producers and provide educational and training opportunities for producers, students and industry to be able to apply that knowledge learned.

This proposal will update the SDSU Cottonwood Field Station into a modern range beef cattle operation by replacing outdated and deteriorating facilities, including a modern indoor facility with adjustable holding pens, new handling equipment and an adjacent classroom and viewing area. The proposal also includes an adjacent monoslope facility with adjustable pens and automated, precision feeding and watering systems essential for research. The monoslope facility design limits feedlot run-off and reduces environmental concerns, provides performance advantages and cover from the elements, optimizes limited space, and provides protection for precision equipment.

The Cottonwood Field Station has long benefitted ranchers and rangeland managers through impactful research and educational and training opportunities, and the proposed updates will position SDSU to become a leader in range beef cattle programming and ensure the legacy of the Cottonwood Field Station itself.

SOUTH DAKOTA STATE UNIVERSITY

PROPOSED UPGRADES:

Indoor Facility (8,650 square feet):

- Working area: 2,800 square feet
- Calving area: 3,600 square feet
- Classroom: 1,200 square feet
- Lab/sample prep: 150 square feet
- Lab/sample storage: 100 square feet
- Mechanical: 200 square feet
- Restrooms: 325 square feet
- Locker room: 75 square feet
- Mud room/storage: 200 square feet

Mono Slope Facility (17,150 square feet):
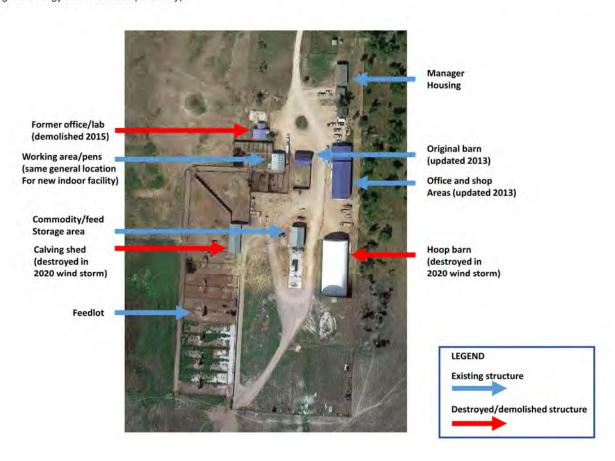
- Includes mono slope barn with feed mixing and mechanical/shop areas

Commodity storage (5,920 square feet):

- Includes three covered concrete storage bins

	Architecture and Design Fees	Site Development and Land Preparation	Construction Costs	Total
Indoor Facility	$315,000	$540,000	$2,645,000	$3,500,000
Mono Slope Facility	$225,000	$180,000	$2,095,000	$2,500,000
Total	**$540,000**	**$720,000**	**$4,740,000**	***$6,000,000**

*This includes construction expenses, as well as expenses for cattle working and holding equipment and research equipment (e.g., feeding and watering technology in the monoslope facility).

Manager Housing

Former office/lab (demolished 2015)

Working area/pens (same general location For new indoor facility)

Commodity/feed Storage area

Calving shed (destroyed in 2020 wind storm)

Feedlot

Original barn (updated 2013)

Office and shop Areas (updated 2013)

Hoop barn (destroyed in 2020 wind storm)

LEGEND

Existing structure

Destroyed/demolished structure

SOUTH DAKOTA
STATE UNIVERSITY

SOUTH DAKOTA AGRICULTURE EXPERIMENT STATION

ADDRESSING THE STATE'S NEED FOR INCREASED MEAT PROCESSING TRAINING AND EDUCATION

One-time funds $600,000

For over 40 years, the SDSU Meat Laboratory has provided a site for agricultural research in meat production, processing and marketing of animal protein in South Dakota. The Meat Laboratory has impacted generations of students and faculty, enhancing their education and research opportunities. Each year the meat laboratory serves as an education and research space for over 600 undergraduate students. It is visited by an additional 1,000 K-12 students annually through events such as Little International, the Southwest Minnesota Regional Meats Contest and the South Dakota FFA Annual Convention. The meat laboratory is the research home to three faculty and six graduate students, and serves as a collaborative research space for four to six additional faculty.

The COVID-19 pandemic created new challenges and intensified existing challenges with labor and capacity limitations in the meat processing sector. SDSU responded to the challenges of the pandemic by assisting the swine industry with the processing of pigs during summer 2020, resulting in pork donations throughout the state. SDSU Extension created a meat science field specialist position and worked with small processors to deliver short courses in meat cutting, meat safety, meat processing and operation management. The demand for processing in small lockers, something that had already gained momentum due to consumer desire for local foods, has been magnified by the COVID-19 pandemic.

Education and training capacity needs must be expanded to increase the labor pool and meet the challenges faced in the meat industry to sustain a viable workforce, both in large- and small-scale productions. More individuals skilled in butchering, meat cutting and abattoir operations are needed, in addition to high-demand jobs in meat facility operations, human resources, business operations, food safety and quality control.

Technology continues to expand operations with enhanced robotics and automation, creating even more opportunities to train and educate a future workforce with unique skill sets that combine robotics, engineering, meat cutting and food safety.

SDSU has a long-established, reputable program in meat science. However, the SDSU Meat Laboratory is over 40 years old with outdated equipment and undersized capacity. Facility limitations were highlighted during summer 2020 when SDSU personnel and students processed nearly 400 pigs in response to the COVID-19 pandemic.

Chilling units are deteriorating with maintenance and repair costs exceeding $100,000 over the last five years. In recent years, refrigeration system failures have negatively impacted nearly 30 research projects.

SDSU requests funding to plan for the renovation and expansion of the SDSU Meat Laboratory. An updated and expanded facility is needed for safe slaughtering, processing, handling and storing of meat animals and meat products. Adequate space is also needed for research, training and education of students and stakeholders.

This study will allow SDSU to describe the project in greater detail, confirm the space and equipment needs, and evaluate options for the construction of new space plus reuse of existing space. This study will also allow SDSU to complete space programming; evaluate the existing facilities, site and utilities; prepare a detailed schematic design; and estimate project costs. SDSU has the opportunity to not only have a larger meat processing facility with greater capacity, but to build a state-of-the-art facility that incorporates precision technologies—consistent with SDSU's precision agriculture initiative. Such a facility will allow SDSU to prepare students who are especially competitive to enter the skilled workforce and also enable us to serve as a "pilot plant" and partner with stakeholders and industry leaders for innovative research and development. The estimated cost for these comprehensive planning services is $600,000.

There are many benefits to the state of South Dakota with a renovated and expanded meat lab. Meat processing is an essential element in supporting the livestock industry in our state. A state-of-the art facility will allow SDSU to provide educational and training to cross disciplines at SDSU, including veterinary students in the professional program in veterinary medicine. It will support small- and medium-sized meat producers and processors across the state and enhance research efforts to advance livestock and meat production to include collaborative partnerships with industry.

SDSU AGRICULTURE EXPERIMENT STATION

FEED MILL RENOVATION
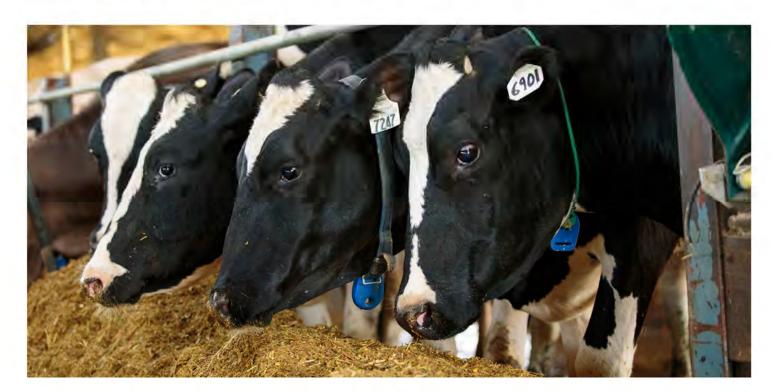
One-time funds	$2,894,000

The South Dakota State University feed mill is an integral part of our beef cattle, dairy cattle and swine research operations, allowing us to process the high-quality grains grown on SDSU land into specific blends needed for research trials. Each year 10 researchers and 25 graduate students conduct research dependent on rations built at the SDSU feed mill. This facility serves over 4,000 head of livestock located at 10 campus units including the horse unit, Swine Education and Research Facility, the Cow-calf Education and Research Facility, the Ruminant Nutrition Center, the sheep unit, beef breeding unit, Animal Science Complex, Animal Science Arena, dairy unit, the Southeast Research Farm in Beresford and, in the future, Cottonwood.

The feed mill is critical to the success of research in animal science at SDSU. Our research program is heavily weighted toward livestock nutrition. To conduct nutritional research, livestock rations must be created accurately and consistently. Any deviations from the experimental diet as designed or inconsistency in the mixing from one delivery to the next may result in a failure to meet the research project objectives.

To meet these research needs, SDSU must have a modern, dedicated feed mill. Research diets are often ordered as "small batches" of 1,000 pounds or less. Commercial feed mills certainly strive for accuracy and consistency, however, they are neither designed for, nor managed, in a manner consistent with the needs of a research program, which includes consistently generating 500- to 1,000-pound batches of feed accurately. Having the ability to use a uniform supply of grains is also critical to ensuring the validity of our research.

The current feed mill is more than 40 years old and in need of significant upgrades to enable operations to continue and address safety concerns. A professional engineering assessment was completed in FY21 by design ARC Group LLC. It was recommended that an investment of approximately $3.8 million was needed to bring the facility up to standards. Critically needed renovations include installing new bucket elevators and a distribution system, replacement of an existing grain bin and conveyor system, reworking platform decks, repairing roofs and installing an additional railing and safety equipment. Upgrades are also needed for electrical systems and lighting, plumbing, HVAC and ductwork, facility access points and bins. Additionally, there are needed improvements and repairs to site drainage, restrooms, concrete floor sections as well as tuckpointing of exterior block walls and general painting and maintenance. SDSU is committed to investing $883,000 for critical initial needs and requests support of $2,894,000 to complete the necessary repairs to maintain operation of the facility.

SDSU EXTENSION

EXTENSION TRAINING FOR SMALL MEAT PROCESSORS

One-time funds	$150,000

There were numerous delays in the food supply chain that were experienced during the COVID-19 pandemic. The small meat processing industry in South Dakota experienced a sudden expansion demand when large meat packers were shut down during the early days of the pandemic.

In order to respond to the initial disruption and provide a solution to the situation, SDSU Extension re-purposed a field specialist position to provide leadership to the development of training components in support of small meat processors in South Dakota. With this proposal, SDSU Extension provides a longer-term solution to supporting and enhancing the industry, while establishing workforce development strategies that prevents a crisis response from happening again.

SDSU Extension proposes the creation of a virtual training program for small meat processor employees and managers. The training will utilize technology tools that allow the employees to remain at the business, while experts train employees from the SDSU Meat Lab. This approach allows the employees to minimize their time away from the job to take the training, thus minimizing the potential of the business being closed while the employee(s) are taking the training. SDSU requests $150,000 to develop the training, curriculum, tools, application development and hardware.

Training hardware and software would be placed into kits that are checked out to specific plants that have registered for the training. These kits would be used for the duration of the training and then returned. Body cameras worn by employees and by the instructor would allow both participants and instructors to see what each other is doing during the virtual hands-on learning components of the curriculum. This approach allows for personalization of training based on the existing work environment present for each small meat processing operation.

This approach enhances the investment that has been made in broadband access by putting that investment to work in order to support rural businesses and communities. Metrics of success will focus on consumer confidence in food access and security.

SDSU EXTENSION

FRAMEWORK FOR A PARTNERSHIP | PRECISION AGRICULTURE AT SDSU AND CYBERSECURITY AT DSU

One-time funds   **$1,250,000**

Agricultural producers are becoming more vulnerable with advanced precision agriculture technology and farm information management systems in the crop and livestock sectors. There is the potential for an agricultural-based supply chain disruption similar to the recent ransomware attacks on Colonial Pipeline and JBS, manipulation of information that affects agricultural markets, such as yield projections, or tampering with automated agricultural platforms impacting planting, spraying and harvesting equipment.

A South Dakota State University and Dakota State University research group visited and interviewed several large farms and precision agriculture technology manufacturers located throughout the United States and identified that potential threats to precision agriculture were often not fully understood or were not being treated seriously enough by the frontline agriculture producers.

Key findings included:

- Threats to Confidentiality – Farmers are protective of their information, so data confidentiality/privacy is a top concern. Loss or misuse of the data (yield data, land prices and herd health) can have dramatic financial and emotional impacts on farmers. Specifically, we are talking about the intentional theft of data collected through decision support systems (DSS) or the unintentional leakage of data to third parties; intentional publishing of confidential information from within the industry such as from a supplier to damage the company or cause chaos; unauthorized foreign access to unmanned aerial systems; sale of confidential data.

- Threats to Integrity – Intentional data poisoning to disrupt crop or livestock sectors; introduction of rogue data into a sensor network, which damages a crop or herd; insufficiently vetted machine learning modeling, pointing to the importance of TEVV (Test and Evaluation, Verification and Validation).

- Threats to Availability – Threats to availability (equipment); disruption to positioning, navigation and timing (PNT) systems (space-based and ground-based); disruption to communication networks; foreign supply chain access to equipment used in precision agriculture; smart livestock production facility failure.

- Threats to Control – Similar to many other industrial sectors, agriculture is becoming increasingly interdependent on networks of communication devices to sense, perform and control operations on an automated basis. As farm machinery moves toward greater autonomy, the risks increase proportionately. For example, control systems for automated farm equipment could be hacked, resulting in danger to people, animals and property. Similarly, programming in variable rate planters, fertilizers or sprayers could be overridden, resulting in crop damage or failure.

SDSU Extension seeks to create a partnership between SDSU and DSU. The partnership would bring together the advantages offered by SDSU being a leading university for precision agriculture and DSU's special focus on the development, application, implications and impacts of computing, information technologies and cybersecurity. The partnership will impact:

- curriculum available to undergraduate and graduate students;
- information outreach concerning cyber threats impacting precision agriculture;
- research involving faculty, industry stakeholders and producers; and
- licensable technologies from the intellectual property generated.

SDSU and DSU are requesting $1.25 million to fund a Precision Agriculture Cybersecurity CyberAg Partnership Initiative. This initiative would consist of two key components: multiple national conferences hosted in locations across South Dakota and research funding to discover the latest knowledge on security threats to agriculture.

A National Academic-Industrial Conference on Cybersecurity and Precision Agriculture is a one-time request of $250,000 to be hosted by SDSU. It would include two, three-day conferences across the state of South Dakota. The conferences would present international speakers, on-site demonstrations, and research presentations. We anticipate total audience participation up to 1,000 people, bringing in national and international attendees, students, faculty and staff. This conference would also catalyze the recruitment of industry partners, financial support entities, and academic partners.

The Precision Agriculture Cybersecurity CyberAg Partnership Initiative includes a one-time cost of $1 million in research funding to establish the equivalent of an Industry-University Collaborative Research Center on Precision Ag – Cybersecurity. Companies would be invited to participate by identifying need areas and assisting in the selection of 15 funded projects. In year two, companies would pay annual membership dues ($10,000/small company, $50,000/ large company) to provide ongoing support for the research projects.

By bringing together leading experts in precision agriculture data and cybersecurity, we will identify researchable projects to benefit South Dakota stakeholders.

BENEFITS TO SOUTH DAKOTA:

- Expand the relationship between SDSU and DSU that began with the development of the joint Ph.D. program in computer science;

- Develop and have approved curricular elements at both the undergraduate and graduate levels. These elements may be joint minors, cyber ag certificates and badges, a joint undergraduate degree, joint graduate degrees;

- Develop messaging and marketing related to cyber ag issues with the assistance of SDSU Extension specialists. These messages might be directed at dealers, producers, consumers, legislators, educational and political leaders in South Dakota and beyond;

- Develop research networks and projects to examine basic and applied research questions in the area of cyber ag with supportive funding;

- Take the intellectual property generated and expand it entrepreneurially into licensable technologies as a result of research, messaging, response from producers and other stakeholders; and

- Develop and annually host an international symposium of producers, practitioners, scientists, engineers and other stakeholders to share information regarding cyber-safe agriculture.

South Dakota School for the Deaf

FY23 Budget Request
June 2021

One-Time Request for South Dakota School for the Deaf – Outreach Department

Language ENvironment Analysis (LENA) –   SDSD

"Early talk shapes a child's life. LENA shapes early talk."   https://www.lena.org/

We are requesting LENA, **talk pedometer**, to help families accelerate language development in children birth to 3, in order to improve their cognitive, social, and emotional health and to close the opportunity gaps.

Across the country, there are campaigns (i.e., Lead-K, Language Equality and Acquisition for Deaf Kids) regarding the alarming number of children who are Deaf or hard of hearing arriving at school without language. In the world of deaf education, we know language deprivation has irreparable catastrophic consequences on educational, social, and vocational development for children who are Deaf or hard of hearing. For families who have elected listening and spoken language, it is essential that children engage in meaningful interactions with their care providers in their first three years of life. This shapes the architecture of their brain by growing the connections needed for important life-long skills.

The LENA System uses a small recording device to collect, analyze, and sort a child's language environment into multiple categories and analyzes variables such as child vocalizations, adult words, and conversational turn taking. If SDSD Outreach Consultants could use the LENA, it would provide an innovative, objective way to help SDSD families add an increased focus on talk and positive interactions. It is research-based, evidence-informed, and has been developed through experience working with thousands of children and families, thus we know it is effective.

Year One

Set up and training - $5000
Subscription fee - $2400
3 devices - $897
6 clothing - $150
S&H - $60

Total Outreach Request - $8,507

Subsequent years – subscription fee - $2400. Additional devices and clothing as needed.

One-Time Request for South Dakota School for the Deaf - Audiology Department

We are requesting the following equipment for the purpose of replacing existing out of date items. This hearing screening and evaluation equipment is used as a means of assessing children birth to 21 years of age throughout the state of South Dakota. Approximately 15,000 individuals are served per year with this equipment.

Biologic AuDX Pro Flex screening and diagnostic hearing assessment equipment
The Biologic AuDX Pro Flex is a single piece of portable equipment that incorporates multiple devices into one unit. It includes Otoacaustic Emissions (OAE), Tympanometry, and Audiological Assessment.

    Costs:
3 Units AuDX Pro Flex Screening Tympanometry, Screening OAE and Screening Audiometer

Includes all accessories for each unit.
Total per unit: $9,103. Total for 3 units: $27,309.

2 Units AuDX Pro Flex Diagnostic Tympanometry, Diagnostic OAE, and Diagnostic Audiometer

Includes all accessories for each unit.
Total per unit: $15,748. Total for 2 units: $31,496.

Biologic Total $58,805

KUDU Wave
The KUDU Wave is a fully portable device capable of delivering multiple audiological screening and diagnostic assessments from a single piece of equipment utilizing a computer and software. With the capabilities of this equipment an Audiologist would be able to complete a full off-site audiological assessment in lieu of a sound proof booth.

    Cost:
1 Unit KUDU Wave Pro-Tymp with accessories $8,000

KUDU Wave Total $8,000

Total Audiology Request - $66,805

SD School for the Blind and Visually Impaired

FY23 Budget Request
June 2021

One-Time Request for South Dakota School for the Blind and Visually Impaired

The South Dakota School for the Blind and Visually Impaired proposes a one-time request for the purchase of a security camera system and installation at its Aberdeen campus. The school currently only has one internal camera. In order to provide proper coverage of the facility, SDSBVI is proposing a system consisting of 27 cameras to cover the internal and external areas of the campus. The proposal consists of all hardware, software, and installation of the system. SDSBVI will be responsible for any ongoing maintenance or data storage costs within its existing budget.

Our goals for the system are as follows:

Protect the Occupants

Camera systems protect the occupants both directly and indirectly. Camera systems can be used to monitor and record access and movement on campus. It allows users to monitor multiple locations from a safe, remote location in the event of an intruder situation. The camera system will allow users to use recordings to identify date, time, and location of specific events in case further investigation is warranted. The camera system can be utilized with our door lock management system to allow for entry access or denial from a remote location.

Protect the Company

The Installation of camera systems inside and outside the school building will be used to record criminals who vandalize or steal company property. The video images will help school administrators and law enforcement in the ensuing investigation. The camera system recordings will also be very valuable in the investigation of liability or safety concerns.

Productivity

Administrators can use the camera system to monitor employee productivity, determine job performance areas where the employee needs improvement and insure that employees follow company safety rules. Maintenance employees can use video footage to detect equipment that needs repair and equipment that is operating in an unsafe manner. Because administrators and supervisors cannot be everywhere at once, it allows individuals to monitor multiple locations from one location.

Total - $50,000

FLOOR PLANS

Department Legend

- ADMINISTRATION
- CIRCULATION - HORIZONTAL
- CIRCULATION - VERTICAL
- LEARNING SPACES
- MECH/ELEC
- MEDIA
- NSU
- SUPPORT

① M3206-LVE
② P3715-PLVE
③ M3206-LVE
④ P3807-PVE

Department Legend

- ADMINISTRATION
- ATHLETICS
- CIRCULATION - HORIZONTAL
- CIRCULATION - VERTICAL
- KITCHEN
- LEARNING SPACES
- RESIDENTIAL
- SUPPORT

SECOND FLOOR

FIRST FLOOR

SOUTH DAKOTA SCHOOL FOR THE BLIND AND VISUALLY IMPAIRED
SDSBVI NEW FACILITY

313

FY2023 INFORMAL BUDGET HEARING

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.

VISION & VALUES

As the oldest university in the state, the University of South Dakota serves as the flagship and the only public liberal arts university in the state. USD is regionally acclaimed and nationally recognized as a high-quality public liberal arts university with South Dakota's only schools of law, medicine and business. We are recognized for the quality of our faculty. Their excellent teaching, effective service and innovative research are valued at USD. Our faculty are dedicated, experts in their fields and accessible to our students. USD educates leaders of communities, states and nations.

USD's in-state and out-of-state education costs are **more affordable** than regional and national peers

USD's **graduation rate is higher** when compared to other SDBOR institutions and regional and national peer groups

Each year, USD enrolls the **most graduate students** in South Dakota

USD **spending is low** compared to peers

USD continuously focuses on identifying administrative efficiencies and delivering savings for students

USD'S EDUCATION IS MORE AFFORDABLE THAN PEERS

Total cost to students for in-state education has consistently been lower than our peers.

Trend for Cost & Aid: Total Price for In-State Students

	2014	2015	2016	2017	2018	2019
USD Peers*	$23,419	$24,072	$24,464	$25,362	$25,986	$26,864
Regional Comparison Group**	$21,709	$22,318	$22,471	$22,687	$23,181	$24,118
USD	$20,257	$20,974	$21,377	$22,274	$22,856	$23,399

https://www.sdbor.edu/dashboards/Pages/Peer-Analysis-Dashboard.aspx

Total cost to students for out-of-state education has consistently been lower than our peers.

Trend for Cost & Aid: Total Price for Out-of-State Students

	2014	2015	2016	2017	2018	2019
USD Peers*	$37,519	$38,724	$39,652	$41,224	$42,338	$43,324
Regional Comparison Group**	$32,131	$33,007	$33,583	$34,298	$34,038	$34,821
USD	$23,029	$23,855	$24,608	$25,521	$26,220	$26,874

https://www.sdbor.edu/dashboards/Pages/Peer-Analysis-Dashboard.aspx

*USD Peers
Southern Illinois University-Carbondale
The University of Montana
University of Idaho
University of Mississippi
University of Missouri-Kansas City
University of North Dakota
University of Rhode Island
University of Vermont

**Regional Comparison Group (Avg.)
Missouri University of Science and Technology
North Dakota State University-Main Campus
South Dakota State University
University of Missouri-Kansas City
University of Missouri-St. Louis
University of Nebraska at Omaha
University of North Dakota
Wichita State University

**The regional comparison group includes all public, four-year universities sharing USD's basic Carnegie definition (R2: Doctoral Universities - high research activity) and located in SD, ND, MN, IA, NE, KS or MO.

USD'S GRADUATION RATE IS BEST IN SYSTEM

USD has the highest graduation rate (59.0%) compared to other SDBOR institutions.

Graduation Rates, SD Universities

| BHSU | DSU | NSU | SDSMT | SDSU | USD |

https://www.sdbor.edu/dashboards/Pages/Peer-Analysis-Dashboard.aspx

Graduation Rates

USD Peers*   Regional Comparison Group**   USD

https://www.sdbor.edu/dashboards/Pages/Peer-Analysis-Dashboard.aspx

*USD Peers
Southern Illinois University-Carbondale
The University of Montana
University of Idaho
University of Mississippi
University of Missouri-Kansas City
University of North Dakota
University of Rhode Island
University of Vermont

**Regional Comparison Group (Avg.)
Missouri University of Science and Technology
North Dakota State University-Main Campus
South Dakota State University
University of Missouri-Kansas City
University of Missouri-St. Louis
University of Nebraska at Omaha
University of North Dakota
Wichita State University

**The regional comparison group includes all public, four-year universities sharing USD's basic Carnegie definition (R2: Doctoral Universities - high research activity) and located in SD, ND, MN, IA, NE, KS or MO.

USD ENROLLS THE MOST GRADUATE STUDENTS IN SOUTH DAKOTA
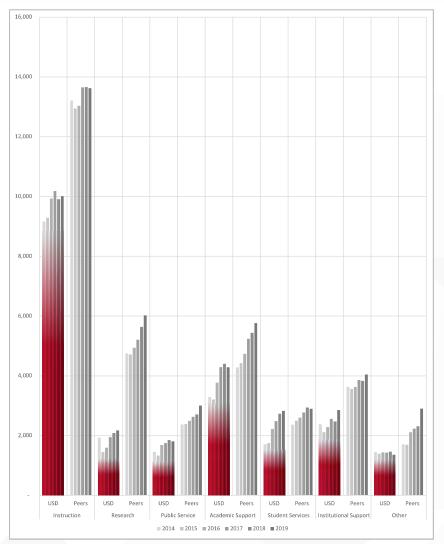
Graduate Degrees, FY2020 Graduates

818	USD
67	BHSU
139	DSU
66	NSU
99	SDSMT
548	SDSU

https://www.sdbor.edu/dashboards/Pages/Graduate-Production.aspx

USD offers a robust infrastructure for graduate education and enrolls more graduate students than any other institution in the state.

USD SPENDING IS LOW COMPARED TO PEERS

USD spending compared to USD peers is lower in all functional spending categories.

Spending per FTE by Expense Classification

Legend: 2014 2015 2016 2017 2018 2019

https://www.sdbor.edu/dashboards/Pages/Peer-Analysis-Dashboard.aspx

USD INNOVATION LEADS TO CONTINUOUS IMPROVEMENT, EFFICIENCIES & COST SAVINGS

Since July 2019, USD has produced **$1,449,782 in student savings** through its new online bookstore vendor, Akademos.

USD's Office of Research created a **time savings of 400 hours** per year by automating grants reporting.

In partnership with USD, the USD Foundation expects to save **$70,000 annually** by moving to an opt-in print subscription for The South Dakotan alumni magazine. These savings will be redirected to efforts to advance the university, including scholarship expansion.

Prior to COVID-19 and in response to declining enrollment trends, USD identified sources for a **$1.15 million** expense reduction representing **1%** of USD's general and tuition budget for FY21.

During FY21, an additional reduction of **$1.4 million** in administrative expenses was identified, effective for FY22. This represented an additional **1.29%** of USD's general and tuition budget.

OPEN TEXTBOOK FELLOWSHIP (OTF) BY THE NUMBERS

135% INCREASE IN TEXTBOOK COSTS FOR STUDENTS OVER THE LAST TWO DECADES

700 STUDENTS BENEFITED FINANCIALLY AND PEDAGOGICALLY FROM OPEN MATERIALS

$202K TOTAL SAVINGS TO STUDENTS DURING THE TWO YEARS OF THE OTF*

*based on lowest average cost to students, savings will be ongoing for many courses

INVEST IN
South Dakota's Future Today

Invest in innovation, entrepreneurship and economic development by transforming USD's Sioux Falls facilities

Invest in South Dakota's small businesses through Coyote Business Consulting

Invest in South Dakota's law enforcement training

Invest in South Dakota's economy by growing artificial intelligence capabilities

Invest in anatomy lab and medical school technology

Invest in the future of law for the state of South Dakota

Invest in the next generation of South Dakota leaders

UNIVERSITY OF
SOUTH DAKOTA

INVEST IN SOUTH DAKOTA'S FUTURE TODAY

REQUEST: $6.5 MILLION

Invest in innovation, entrepreneurship and economic development by transforming USD's Sioux Falls facilities

Since 2014, USD has continued to prioritize expansion of the Graduate Education and Applied Research (GEAR) Center. The Senate Bill 55 Task Force Auxiliary Sub-Committee was charged with evaluating the regental centers particularly as the Community College for Sioux Falls (CCSF) enrollment has shifted online and to dual enrollment in the Sioux Falls School District classrooms. A proposal under consideration is to transform the northern facility, referred to as the Administration building (which is already connected to the GEAR facility via a walkway) into space for bioscience companies in early-stage development.

Bioscience startups continually seek space to work alongside USD's biomedical engineering graduate students and use the GEAR grant funded equipment to advance their innovations. Additionally, tenants of the current Zeal building have been notified that they must move out by summer of 2022. All of these tenants would be an ideal fit for a second bioscience facility, and would fill the facility upon renovation completion. This investment would meet a growing need in Sioux Falls and will support innovation, entrepreneurship and economic development in the state.

REQUEST: $1.68 MILLION

Invest in South Dakota's small businesses through Coyote Business Consulting

One-time funding will provide seed capital for three years to sustain and grow USD Beacom School of Business' new venture, Coyote Business Consulting.

The economic impact of the COVID-19 pandemic left businesses in uncharted territories, many times struggling with the financial impact and outlook. To respond to this challenge, USD launched Coyote Business Consulting, with the specific goal of contributing to the economic development and sustainability of small business in the state of South Dakota.

The program enabled student teams, with the guidance of faculty advisors, to help analyze businesses, focusing on critical issues within the organization, creating solutions to maintain viability and enhance competitiveness.

Started as a pilot program in 2020, 138 small businesses throughout South Dakota requested access to the resources within Coyote Business Consulting, with 56 receiving critical business analytics and solutions.

$1.68 million in one-time funding will support the program for three years, laying the groundwork to sustain and build this venture, while supporting South Dakota's small business sector.
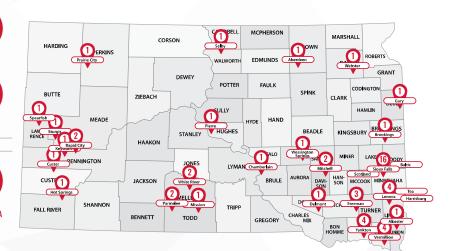
2020 & 2021 COYOTE BUSINESS CONSULTING MAP

138 ASKS

56 BUSINESSES

ACROSS

24 SOUTH DAKOTA COUNTIES

REQUEST: $8.25 MILLION

Invest in South Dakota's law enforcement training

USD proposes a new program to encourage law enforcement careers for criminal justice students by streamlining law enforcement training with their classroom education.

The Armstrong-McCandless Program, named for two Rapid City police officers killed in the line of duty in 2011, would create a classroom-to-agency pipeline by allowing USD undergraduates to complete South Dakota's Law Enforcement Training concurrently with their classroom education. Annually, the Criminal Justice Studies Program has 30-35 graduates, many of whom are interested in law enforcement. Currently, undergraduates interested in a career in policing must receive costly training (between $5,000-$7,000) in addition to the traditional liberal arts program of study. Through this new initiative, criminal justice studies students would complete South Dakota's Law Enforcement Training in the summer after their junior or senior year. The training received, coupled with the completed criminal justice degree at USD, would satisfy the educational component for certification.

This proposal seeks an endowment of $8.25 million to be given to the South Dakota Community Foundation, which will help support the recurring costs of the partnership and create a long-term commitment between USD and South Dakota police organizations. USD is uniquely suited in adding value to a traditional law enforcement academy experience by providing a liberal arts foundation that cultivates essential policing skills, including creative thinking, effective written and oral communication and teamwork.

Earnings from this endowment will create savings statewide by defraying training expenses to state and local agencies, align USD curriculum with state agency training schedules, and enhance the pipeline of well-trained officers.

REQUEST: $1.7 MILLION

Invest in South Dakota's economy by growing artificial intelligence capabilities

The proposed Institute for AI and Data Science (IAIDS) will allow USD to serve as the training ground for a new workforce dedicated to the continual advancement of AI and machine learning.

Given the increased need for and reliance on AI in a variety of fields, issues surrounding ethics and the potential impact of AI on human life are moving to the forefront of conversations about this technology. Grounded within USD's liberal arts programming, IAIDS will distinguish itself with an interdisciplinary approach to AI research that equips students and faculty with an ethical framework for interpreting data, visualization of outcomes and decision making. USD is uniquely positioned to advance ethical AI research and education, with expert staff already offering a professional ethics certificate, interdisciplinary ethics instruction and the only active philosophy major in the region. USD also offers an annual Artificial Intelligence Symposium, which last year attracted 868 total registrants from 14 countries; 98.5% of respondents indicated they see USD as a future collaborator for Artificial Intelligence programs.

With funding of $1.7 million, IAIDS will help grow the capacity for science and technology and develop tools that will be beneficial for student training and faculty research, as well as for commercial applications, contributing to economic development in the state.

322

SANFORD SCHOOL OF MEDICINE

REQUEST: $1.35 MILLION

Invest in anatomy lab and medical school technology

As the only medical school in the state, the USD Sanford School of Medicine plays an integral role in the development of South Dakota's health care workforce. In order to prepare future leaders for the innovative and rapidly growing field of health care and to position our faculty for federal funding opportunities, USD requires state-of-the-art technology and facilities, including an upgraded ultrasound system and a new dry anatomy lab.

This investment would create additional space for the anatomy lab, which would allow for enhanced medical student learning opportunities and as well as support increased class size for health sciences programs. The current anatomy lab space has both size and configuration limitations that prevent use in an efficient and effective manner and allow for the addition of new and enhanced education technology and equipment that would enhance our medical and health professional education. Equipment needs include additional Sectra (3-D) anatomy tables, x-ray illuminators, plastinated specimens, a plastinated donor, osteology models and ultrasound devices. Improving the anatomy lab's facilities would build upon the school's reputation in health science education throughout the region and allow us the ability to recruit/retain the best and brightest students in South Dakota to USD. This facility would also allow us to conduct continuing medical education experiences for our state's health professionals and first responders. Furthermore, investing in education and research equipment would enable the school to remain competitive for extramural funding and to recruit/retain outstanding faculty who are conducting cutting-edge research.

ATTACHMENT 1   28

16

17

KNUDSON SCHOOL OF LAW

REQUEST: $2.6 MILLION

Invest in the future of law for the state of South Dakota

A one-time investment of funds in facility updates and expansion within the USD Knudson School of Law would significantly accelerate an ongoing extension of legal clinical opportunities for students and the delivery of legal services in South Dakota, particularly in communities with shortages of legal services.

The one-time investment includes updating and furnishing underutilized spaces to create flexible spaces that can be used for clinical instruction, client meetings, advising, clinical instructor offices and remote court hearings. Through new remote conferencing technology, students can extend pro bono clinics and legal advice services to South Dakota's more rural counties, and they can have more opportunities to participate in judicial and legislative externships. USD currently offers a variety of "pop-up" clinics, including the Tribal Wills Clinic (drafting wills for Native citizens), Veteran's Legal Education Group (providing a variety of legal services to veterans and active military members), low income tax filing and a partnership with USD Sanford School of Medicine Coyote Clinic to prepare durable powers of attorney and living wills. Expanding these existing programs and adding new clinical opportunities will allow the USD Knudson School of Law to better prioritize and reach South Dakota's rural populations.

323

18

KNUDSON SCHOOL OF LAW

REQUEST: $2.7 MILLION

Invest in the next generation of South Dakota leaders

The Norbeck Family Civics Initiative seeks to cultivate student, faculty, and state and national leadership collaborations that promote civic engagement and preserve the history of civic culture in South Dakota. In doing so, this initiative will energize and enable young South Dakotans as they become civic-minded leaders.

The University of South Dakota is positioned to equip students with the tools and experiences they need to better understand, appreciate and document political and civic culture. The time is right for this effort; according to the Spring 2021 Survey of Young Americans' Attitudes towards Politics and Public Service administered by the Harvard Kennedy Institute of Politics, only 36% of 18- to 29-year-olds consider themselves to be politically engaged or politically active. Still, there is much promise in this cohort of young Americans, with 76% agreeing that we need more open-mindedness in politics, and 69% agreeing that they want to do what they can to help unite, not further divide, America.

USD has long served as a bridge between South Dakotans and the history and politics of their state, and its current experience, resources and capacity will form the foundation of the Norbeck Family Civics Initiative projects. Through the initiative, USD will be able to offer more scholarships and grants, teaching and research opportunities, and public outreach events. In addition, the university will extend the existing South Dakota Oral History Project to collect, catalog and house more oral histories from every county in the state to help current and future generations better understand the multi-faceted context of civic engagement and civic culture in South Dakota.

The Norbeck Family Civics Initiative will foster the thoughtful and respectful civic engagement needed for the next generation of leaders for South Dakota and the United States. USD requests $2.7 million in state funding over five years, with USD contributing an additional $1.3 million in institutional funds. Alternatively, the Norbeck Family Civics Institute could be supported by a $15 million endowment, which, at a 4% return, would generate a $600,000 annual payout. Payout beyond the budget would be reinvested in principle, allowing the Institute to exist in perpetuity.

19

UNIVERSITY OF
SOUTH DAKOTA

SOUTH DAKOTA MINES

An engineering, science and technology university

One-Time Funding

A New Website

South Dakota Mines relies heavily on the university's website to provide information to all stakeholders during crisis events like the COVID-19 pandemic. The website is also the number one tool for recruitment of high school and transfer students. These students rely on the website to make decisions about if and where to attend college. Many looked at our state leadership and admired the lack of restrictions throughout the pandemic. They watched as we implemented health and safety measures on campus to ensure students had the most opportune learning experience as possible.

The website was a major challenge for higher ed during the pandemic. While always being the source of university information, virtual events were thrust onto sites to provide an enhanced experience for prospective students. Travel restrictions negated crucial recruitment visits to campus and the website was forced to bear much more responsibility to establish a sense of community through virtual on-campus experiences. It became of the utmost importance to leverage technology, to not just replace the in-person services, but to provide an engaging and personalized experience.

Since COVID protocols are different in each state, we know not all families are yet comfortable with travel. Leveraging technology is more important than ever to recruit and retain students. Where do prospective students start? With an online search. The quality of the website they land upon can make all the difference in their decision.

A well-designed website will improve my opinion of a college.
87% TRUE

A poorly designed website will negatively affect my opinion of a college.
77% TRUE

I will abandon college websites that are not user-friendly.
62% TRUE

Source: 2021 Communication Preferences Study, EAB

WEBSITE TRAFFIC STATS (MARCH 2020 – MARCH 2021)

500,000 users
users visited our website and viewed 3 million pages

27,000 visitors
viewed 114,000 pages within the COVID microsite — #3 overall most visited area

Increased page visits
Student Success Center **+40%**
Student Health & Safety **+20%**
Counseling Center & Resources **+9%**

Virtual events
16,000 users over 50,000 pages
such as Admissions open houses, commencement, career fair, and the research symposium

SIGNIFICANT ISSUES WITH CURRENT WEBSITE

✗ ADA compliance concerns are a liability for the university

✗ Hosted on a campus server that competes for bandwidth alongside Zoom and D2L

✗ CMS has reached end of life and lacks support and technical upgrades

✗ Lack of modern features (personalization, online chat)

ADA AND DIGITAL ACCESSIBILITY CONCERNS
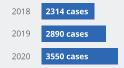
73% COMPLIANT
Current website ADA compliance

Nearly 20% of college students have a disability
Source: NCES

2018	2314 cases
2019	2890 cases
2020	3550 cases

23% increase in 2020 of ADA related lawsuits
Source: Usablenet

A NEW WEBSITE WILL ENHANCE ENROLLMENT AND PROVIDE A RETURN ON INVESTMENT

✓ Students want a personalized experience that addresses their interests

✓ Audiences want an intuitive website that is easy to navigate – this is especially important for First Gen and Under-represented audiences

✓ Students expect virtual events to continue to be available

✓ Continuing students, faculty, and staff want quick access to campus resources

✓ Our reputation in the STEM fields would be more adequately represented and generate more interest from future engineers and scientists

A university's website is its #1 marketing tool

SOUTH DAKOTA MINES

An engineering, science and technology university

Capital Funding

Ascent Building Purchase, Renovation, and Expansion

South Dakota Mines is seeking to acquire, renovate, and expand the old Ascent Innovation building, located on campus owned property. The 40,000gsf building was built in 2006 for use by the Elevate Rapid City organization. The facility will allow the university to continue to foster economic growth through its industrial funded applied research and basic research.

Elevate Rapid City has built a new Ascent Innovation building off campus to continue fostering economic innovation.

The city's economic development and chamber of commerce entity has built a new Ascent Innovation campus away from the university and closer to downtown Rapid City. This facility will continue its superb work in working with South Dakota Mines to foster economic innovation. **The old Ascent Innovation business incubator has graduated 25 companies into commercial spaces. These companies have created over 400 jobs in the Black Hills region. Over one hundred Mines student interns have worked at Ascent, over the years.**

COMMUNITY IMPACT

25 new companies

400 jobs
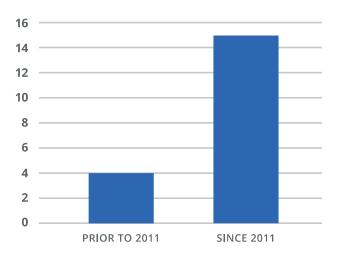
100 Mines interns

The old Ascent building is available for Mines to purchase and therefore flex our own innovation muscles and help the city create an even stronger innovation climate. Economically significant research at Mines has been hugely successful and will be enhanced by the addition of this key innovation space. Before 2011, Mines was making 3-4 invention disclosures a year; since then: 15 a year. This current year alone, Mines has licensed out 18 patented or trade secret technologies to industry and have received over $300,000 in licensing revenue in return.

Mines has also grown its engagement with entrepreneurs through an Entrepreneur-in-Residence program that currently has 40 participants. Several of these entrepreneurs have become CEOs of start-ups involving Mines technologies.

The combination of the Elevate Rapid City Ascent Innovation Campus and the South Dakota Mines old Ascent Building will be unbeatable in the effort to grow a vibrant, tech-based economy in the Black Hills.

MINES INVENTION DISCLOSURES PER YEAR

A tech-sector economy is impossible without one essential ingredient: human capital. For decades, many scientists and engineers trained at South Dakota Mines left the area for employment in other parts of the country and world. Today, this is changing. The Ascent Innovation Campus and the Mines old Ascent Building will be an expanding entrepreneur-centered ecosystem that connects innovators and fledgling business owners with the essential ingredients needed at each stage of business development. It's a talent pipeline connecting students with jobs in industry while providing a landing spot in the Black Hills area for established companies.

WHY DOES SOUTH DAKOTA MINES NEED TO ACQUIRE AND RENOVATE THE RESEARCH AND INNOVATION SPACE AT ASCENT?

The Arbegast Materials Process and Joining Lab (AMP) for example, is bursting at the seams with active research and has just secured another $11.5M grant. This and other significant and robust grants will require space for another three post-doc/research scientists and an additional 10 graduate students.

The Security Printing and Anti-Counterfeiting Technology Lab (SPACT) is growing, needs to consolidate, and find at least 2000 sf^2 of additional space. This is primarily open lab space that needs lots of power to run instrumentation. This has been a very successful research center which has supported undergraduates via grants such as the National Science Foundation Research Experience for Undergrads (USF REU) and graduate students via NSF graduate student research traineeship programs.

Additionally, the current Elevate Rapid City office space in the old Ascent Building will be the new home of the Office of Research Affairs. This allows the Graduate School to move to the O'Harra Bldg. The domino effect will be to free up space in the Chemical & Biological Engineering/Chemistry building to add desperately needed fume hood and bio-hood space to support research active faculty. Two new chemistry and biology labs can be created in this space.

The Composites & Polymer Engineering Lab (CAPE) is in dire need of safe, reliable space. This research is state of the art, well-funded, successful and includes multiple research scientists, post-doc and graduate students. CAPE's current space, The Tech Development Lab, is off-campus and has outlived its useful life. A 20,000 sf^2 addition to the old Ascent Building would allow CAPE to be configured properly and thrive, in a student-rich environment, on-campus. The plan would be to initially create a shell space and then eventually, through donors, fund a high-bay CAPE lab space.

THE CAPITAL INVESTMENT NEEDED TO ACQUIRE THE ASCENT INNOVATION FACILITY IS $10M

$6M
for the purchase of the facility based on an appraisal done in Spring 2020

$2M
for renovations to the building to accommodate AMP, SPACT, and other lab space

$2M
to build a 20,000gsf shell that will eventually be built out for the CAPE lab

Surbeck Center Expansion

As the front door to campus, the Surbeck Center is the central location for students, prospective students, and the community to gather. It is important to be able to serve these audiences well in an inclusive environment that is conducive to building relationships, connecting with the university community, and creating pathways that foster student success that bolsters our vision to develop world class leaders in science and engineering to benefit society.

The overall Surbeck Center project is 18,000 ft² and includes expansion on two floors at the existing location. The academic focused segment of the project is the Admissions Center. This 3,600 ft² area will allow for convenient and hospitable access for prospective students and their families while visiting campus. This is the only state funded portion of the expansion project. The rest of the project is focused on auxiliary services to include a welcoming foyer with an elevator to provide access for all, expanded dining services and meeting/gathering spaces to encourage interactions that build meaningful relationships.

ADMISSIONS CENTER

3,600 ft²   **$1.25M**

ADMISSIONS: THE FRONT DOOR TO MINES

Welcoming space

Improved guest experience

Better accessibility

Deeper insight to student life

1   An Inviting Space Matters

A. Our students' success begins with their first experience at South Dakota Mines: the campus visit. The second floor will become the new home to the Admissions Office. This welcoming space will provide an improved guest experience with better accessibility, more ample parking, and the immediate opportunity to immerse guests into the daily life of an engaged South Dakota Mines student.

B. The number of students living on campus with the addition of Placer Hall, Rocker I and Rocker II has gone from 580 to over 1000 students.

C. The first floor of the Surbeck Center provides food preparation and dining space for the over 1000 students who are on meal plans – an expansion will provide increased seating from 250 to over 600.

D. The second floor will also be home to a larger meeting space that better suits our signature events, such as the Career Fair, Cultural Expo, and Go to Mines open houses.

E. Surbeck is the center of student life. Think of the residence halls as student bedrooms and Surbeck as the kitchen, dining, and family rooms of their Mines home. The expansion will provide varying sizes of gathering spaces to encourage community building and social interactions that foster meaningful relationships. Belonging to the Hardrocker family means you've experienced joys and challenges together, binding you for life, and the Surbeck Center is where much of this comradery occurs.
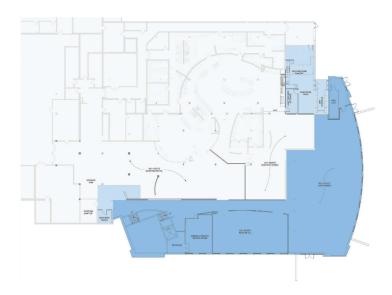
2 Solidifying South Dakota Mines Place in the Rapid City Community

A. The community is growing. With the Ellsworth Air Force Base expansion and the migration of people who want to experience the "good life" Rapid City and the Black Hills offer, the Surbeck expansion will provide additional space where the community can connect with the campus and with each other. With expanded capacity, more people can attend events here such as the Cultural Expo and Engineers Week's MythBusters or rent out meeting space. We want Mines to be part of the fabric of Rapid City which includes welcoming more area residents to experience the campus culture. Thus, we envision further development of the goal of making Rapid City a college town.

B. As Rapid City transforms space east of 5th Street toward campus, improvements on campus will help connect to a more vibrant downtown corridor.

3 Growth is Important to a Proud Tradition

The already completed Pearson Alumni Center tells future generations of alumni that we are proud of our traditions and our relationship with South Dakota Mines. When completed, a remodeled and expanded Surbeck tells existing and future students, and their families, that the university cares about their Hardrockers.

Total cost for the expansion is $6.0M. The general fund request for the Admission Center is $1.25M and the funding for the rest of the project, $4.75M, will be raised through donations.

LOWER LEVEL
Expanded dining space

UPPER LEVEL
Blue shaded areas represent the expansion with the admissions area in gold

Old Foundation Building and Land Purchase

Located across the street from the main South Dakota Mines campus, this parcel of land has the old Mines Foundation Building located on it. Currently, that building contains the Physics Department research team that is working with the Sanford Underground Research Facility on internationally recognized underground physics experiments to increase our understanding of particle physics and the universe, complementing the department's historic strengths in experimental and theoretical condensed matter and atmospheric science. This space requires improvements to adequately house the work Physics is doing with SURF. The challenge in making improvements is that the university does not own the building. It's important for Mines to continue working with SURF and to strengthen ties with this one-of-a-kind national resource and economic development driver in South Dakota.

Our intent is to eventually renovate the old Foundation Building and also relocate our Center of Excellence for Advanced Multidisciplinary Projects (CAMP). CAMP is a competitive, nationally recognized program that brings together students, faculty, and industry leaders to partner on real-world projects. Students participating in CAMP can be part of a team preparing for national competition by building alternative fuel vehicles, a concrete canoe, an unmanned aerial vehicle, formula car, or Baja car, or working on projects involving robotics or hydrogen fuel cells.

When South Dakota Mines grads apply for their first science and engineering jobs, they get hired. Programs like CAMP are part of the reason. Hands-on learning and knowing how to work in a team environment towards accomplishments and deadlines, pair with academic training to prepare our students to make a difference when they go out to pursue their careers.

This request is to purchase the land and old Foundation Building for $4M, as noted in this diagram.

FUNDING ASK

$4M

FY23 Informal Budget Request Narrative

DSU IA Lab Repair and Upgrade

The COVID pandemic was a challenge for the people at the university but also for the equipment and technical support provided for student learning. The IA lab is a good example of the technical support provided to students and the lab has been stressed at a level never seen.

DSU's request is based upon the following observations:

1. The IA lab allows DSU to place many virtual servers onto each physical server and is segregated from the university network --- this allows DSU to meet student learning needs while keeping the campus networks free from intrusion.
2. However, because of the "COVID pressure" on the virtual machine environment, DSU experienced VM sprawl, network congestion and hardware failures.
3. DSU estimates hardware repair and reworking, not new capacity, would require an investment of $600,000. Once again, this would allow DSU to meet the needs for residential and online course offerings.
4. The second part of the request seeks hardware replacement which goes to the functionality and reliability of the machine and hardware environment.

The investment of $1,800,000 in the Information Assurance lab will allow DSU to renew the IA lab as a vital student learning tool and will allow DSU to continue to effectively operate high quality residential and online programming in information assurance.

DSU IA Lab One-Time Requests	Amount
Replace Hardware (excessive use during COVID year)	$1,200,000
Repair IA Hardware and Upgrades where possible	$600,000
Total	**$1,800,000**

Data Center and Infrastructure Expansion

The DSU Data Center was built in the 1980's and was not designed for the growth the university is currently seeing. The room is nearly at capacity for servers, and power and cooling are being pushed to their limits. Without remodel and expansion of the current DSU Data Center, the university has no ability to support additional students and grow the IA lab.

An investment of $6,200,000 would allow DSU to remodel data center space in the Science Center or another location on campus. Previous construction of an academic data center in the Beacom Institute of Technology put costs around $450/sq. ft. DSU would look to expand the data center footprint to around 13,000-14,000 sq. ft. A data center of this size would meet the current needs and ensure DSU has ample room for future growth.

DSU Data Center and Infrastructure	Amount
One-Time Request	**$6,200,000**

Northern State University
FY23 Budget Request

NORTHERN

Background:

Students across South Dakota experienced an unexpected transition from traditional in-person instruction to online learning in March 2020 due to the COVID-19 pandemic. These challenges continued for many students throughout the 2020-21 school year. While valiant efforts were made by educators at every level to minimize the impact upon student learning, there are reasons to believe that the quick transition, the immense need to scale up technology, the novelty of online learning in the K-12 environment, and increased isolation has led to a student learning deficiency. "More than half of public-school K-12 teachers said the pandemic resulted in a 'significant' learning loss for students, both academically and in their social-emotional progress," according to a report. (Dickler, CNBC)

These social-emotional challenges for students will require additional and safe COVID-19 student programming. Building a sense of belonging and peer-based social support network will be critical to maintain retention rates and help students persist to graduation. The impacts to out-of-state students coming to South Dakota will be even more dramatic due to the extended online learning environments offered by other states.

Three areas of campus will receive improvements to encourage students to engage in COVID-safe social connections, networking, and artistic work.

- Within the Avera Student Center, multiple meeting rooms will be upgraded to support hybrid in-person and virtual meetings. Students who are ill or nervous to be present for larger in-person meetings will be able to attend student organization meetings virtually. This improvement will mirror investments made in the classroom during the past year that allowed greater flexibility for student participation in academic classes. A building-wide sound system will be installed and wi-fi will be improved to support distributive programming and safety.

- The residential quad at Great Plains East and West will be upgraded to support outdoor programming and encourage students to socialize in the open air where the risks of COVD-19 transmission are minimal. An outdoor stage with electrical connections, benches, hammock poles, and permanent corn-hole boards (or similar) will be installed to provide students with healthy social outlets. Wi-Fi will be improved in the quad to further encourage students to socialize outside.

- A functional and observable, outdoor sculptural pavilion will be constructed to showcase art being produced at Northern by students, faculty, and visiting artists in a COVID-19 safe environment. The outdoor venue will facilitate medium to large scale artwork. The University Kiln Yard, a designated space for year-round art making, allows fellow faculty members, staff and the public to witness the processes of making and creating art in the open air where the risks of COVID-19 transmission are minimal.

Program Expenses:

1. Avera Student Center technology improvements to support hybrid in-person and virtual student organization meetings and programming: **$275,000**

2. Construction of an amphitheater with seating, improved Wi-Fi and an outdoor game area will support outdoor programming and encourage student networking in the residential quad between Great Plains East and West: **$80,000**

3. Construction of an outdoor sculptural pavilion west of Spafford Hall will provide a place for art classes to be held and students to work in a COVID-19 safe environment. The space will also be used to showcase art being produced at Northern by students, faculty, and visiting artists: **$85,000**

[1.] Dickler, CNBC. See: https://www.cnbc.com/2021/03/30/learning-loss-from-virtual-school-due-to-covid-is-significant-.html

Northern State University identified the first floor of the Mewaldt Jensen-Technology Center complex as the site for the Glenna N. Fouberg Student Success Center. The site is centrally located and will function as a hub for student life on campus. Students will walk through the space en route to and from academic departments, residential quad, student center, library, and athletic spaces.

When the Technology Center was built, it was attached to MeWaldt-Jensen leaving an open courtyard in the middle of the two buildings. This courtyard is accessible only through the foyer of the Technology Center. NSU has designated HEFF funds to renovate space in MeWaldt-Jensen and the Technology Center to establish the Student Success Center.

This funding request of $3.5 million will provide the funds needed to enclose the courtyard and complete additional renovations to MeWaldt-Jensen, making the courtyard space usable year-round. Major renovations to the rooms adjoining the courtyard will be completed to create a true center, dedicated to the success of NSU students by providing numerous student support services in one central location.

The center will be:

- deliberately designed as a gathering space to foster engagement and interaction both informally and formally.
- designed for planned serendipity where students, staff, and faculty will organically and naturally encounter and connect with each other.
- informal spaces will include a gathering center appropriate for conversations to flourish.

- formal spaces for presentations and demonstrations will be inviting so students can wander into them, listen, and decide whether to enter the space or leave.
- formal spaces will be designed to foster exchange of ideas for those in the space.
- innovative spaces will be created, drawing from Northern's mission and expertise in E-Learning, to support success for online, degree-seeking students. Spaces will foster collaboration among staff and students physically on site with students accessing support virtually.

Northern State University has a unique student population (Table 1) of first-generation college students, students with disabilities, students who work full time, Native American students, students who commute from or live in rural areas, and student athletes who regularly travel for competitions.

Naming this facility the Glenna Fouberg Student Success Center is a very fitting tribute to an individual who made a lasting impact on education in the state. Glenna N. (Schauer) Fouberg (Sept. 1, 1942 to Jan. 5, 2021) demonstrated an unparalleled commitment to meeting students where they were and then mentoring and championing each student to academic and personal success. As an educator, counselor, and administrator, Glenna N. Fouberg assembled teams of committed educators and staff; webs of support with court services, social workers, school counselors, and non-profit agencies; created innovative education systems; recognized the innate human value of each student under her care; and, left a significant imprint on education in South Dakota.

The Northern State University Glenna N. Fouberg Student Success Center will be staffed by an unparalleled team who engages with students and empowers student success both on campus and virtually. Unique in its mission, Northern is home to the Center for Statewide E-Learning and offers a master's degree in Instructional Design in E-Learning. The Northern State University Glenna N. Fouberg Student Success Center will become a statewide and regional standard for providing student success support to online students as well as students on campus. Designed around Glenna Fouberg's values of welcoming each member to a community, taking time to converse and connect, empowering every student to succeed, using your gifts and talents to the best of your abilities, and doing good for others, the Northern State University Glenna N. Fouberg Student Success Center will be a physical and virtual hub of campus and online student life.

Table 1

Demographics of Full-Time Degree Seeking Undergraduate Students at Northern State University	Percentages
Pell Grant Eligible	36%
First-Generation	38%
Students with Disabilities	16.1%
Student Athletes	32.3%
Students Taking Exclusively Online Classes	11.05%

Northern State University is in need of a storage building for our facilities department. The current NSU Physical Plant Building includes 14,509 square feet and was built in 1926. This building includes office space for the facilities staff as well as the campus parking office. The building also serves as the carpenter shop and is the sole campus storage space for all grounds equipment and other items used by the facilities department.   Campus has grown and changed considerably over the years and the amount of equipment and supplies needed to care for campus and support departmental activities has completely out-grown the current storage space available.   NSU requests $400,000 for the construction of a heated storage building with a concrete floor that would provide indoor, secure space for equipment and materials used to maintain campus.

ATTACHMENT I   45
Lincoln Hall Addition and Renovation for the College of Professional Studies,
including the School of Business and Millicent Atkins School of Education
$29.5 million

Northern State University requests one-time funding to construct an addition to Lincoln Hall to provide a modern-day learning environment for the College of Professional Studies which includes the School of Business and Millicent Atkins School of Education. In addition, space within Lincoln Hall would be renovated to accommodate NSU Admissions and provide additional space for the SDSU Accelerated Nursing Program.

NSU completed a campus master plan in 2017 which included the addition to Lincoln Hall as a means to enhance visibility, affirm the viability of our School of Business and improve the educational experience for students and faculty. This facility will also be used by the School of Education for instruction and conferencing and serve as a resource for regional business professional development activities.

The School of Business is presently housed in Isaac Lincoln Hall, built in 1917 as a dormitory. The facility predominantly consists of office spaces, with only one classroom in the building. With the anticipated growth in Business academic programs additional high-functioning classrooms are needed. This facility will serve both the Business and Education programs and communities in the region.

The new and updated facilities will serve several constituencies. Undergraduate and Graduate students from the College of Professional Studies, including students from the School of Business and Millicent Atkins School Education, will be served with this new facility. Growth in College of

Professional Studies' graduate enrollment of over 38% from AY19-20 to AY20-21, the addition of four new programs, and undergraduate program growth of 2.7% in the college further supports the request for facilities that provide spaces conducive to teaching and learning. Although primarily focused on high schools in the state, Governor Noem's Revitalizing Rural South Dakota strategic initiative would find support in this project. NSU's Center for Statewide E-learning already serves many rural high school students. After completing high school, many of these students wish to continue their education for the betterment of their families and communities. Northern, as part of its post-secondary educational mission, primarily serves students from rural and small community backgrounds, and a high percentage of first-generation college students. The addition and renovation of instructional space will provide Northern the capacity needed for the future to educate and develop community leaders, business people and educators for the benefit of rural South Dakota.

The following table provides examples of "best jobs" as indicated by U.S. News and World Report and the U.S. Bureau of Labor Statistics, and the South Dakota Department of Labor, including data on job growth and median salaries. NSUs School of Business graduates earn bachelor's degrees in the appropriate programs that prepare them to fill these positions.

Job	US Median Salary	SD Median Salary	US Job Growth Rate	SD Job Growth Rate
Accountant	$71,550	$64,941	4.3%	9.9%
Business Operations Manager	$100,7870	$99,982	5.8%	9.3%
Compliance Officer	$69,050	$55,706	4.6%	6.7%
Financial Advisor	$87,850	$77,002	4.4%	14.6%
Financial Analyst	$81,590	$80,780	5.5%	11.3%
Financial Manager	$129,890	$133,920	15.5%	20.9%
Loan Officer	$63,270	$67,278	3.2%	13.3%
Management Analyst	$85,260	$70,993	10.7%	12.8%
Market Research Analyst	$63,790	$56,993	17.7%	20.9%
Operations Research Analyst	$84,810	$68,278	24.8%	13.9%
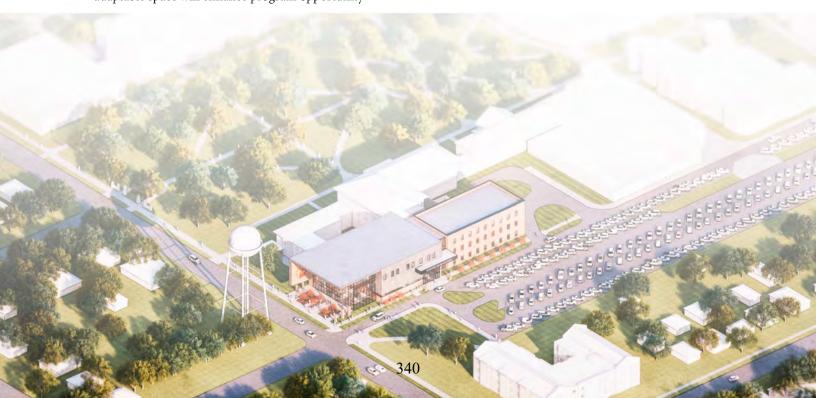
ATTACHMENT I   46

Lincoln Hall Addition and Renovation for the College of Professional Studies, including the School of Business and Millicent Atkins School of Education

$29.5 million

This building addition would also make it possible for Northern's Office of Admissions to relocate from the Avera Student Center to Lincoln Hall. This move would provide much needed space for student organizations in the Avera Student Center. Northern has over 40 recognized student organizations, but just a few are fortunate enough to have an assigned space. Students who are active in student organizations have the opportunity to develop leadership skills, share ideas with others, gain an understanding of other points of view and have a sense of belonging. Studies have shown that students who are more engaged tend to be more successful in college. Active student organizations play an important role in student engagement which supports student recruitment and retention.

Additionally, the students and faculty of the SDSU accelerated nursing program will benefit from the availability of larger academic spaces in the renovated portion of Lincoln Hall. The more adaptable space will enhance program opportunity to recruit and retain additional students to the program, which provides much-needed graduates in the health care field.

Over $100 million of private funds has been invested in new and renovated facilities on Northern's campus in the last five years, affirming the importance and value of the education and services provided by the university to Aberdeen and the region.

This renovation and addition are beneficial in several ways. It would provide the College of Professional Studies with a modern-day learning environment, provide the NSU Admissions Office with the ability to return space in the Avera Student Center back to the students, provide a growth opportunity for SDSU accelerated nursing and eliminate one building with the demolition of Briscoe Hall thereby reducing maintenance and repair costs of the auxiliary system.

Lincoln Hall Addition and Renovation

One-Time Funding Request

Description	Salaries	Benefits	Travel	Contractual Services	Supplies	Capital Assets	Total	FTE
COVID-19 Safe Student Engagement						$440,000	$440,000	
Glenna Fouberg Student Success Center						$3,500,000	$3,500,000	
Total	$-	$-	$-	$-	$-	$3,940,000	$3,940,000	0.00
Total One-Time Funding Request	**$-**	**$-**	**$-**	**$-**	**$-**	**$3,940,000**	**$3,940,000**	**0.0**

Capital Funding Request

Description	Salaries	Benefits	Travel	Contractual Services	Supplies	Capital Assets	Total	FTE
Addition and Renovation to Lincoln Hall						$29,500,000	$29,500,000	
Total	$-	$-	$-	$-	$-	$29,500,000	$29,500,000	0.0
Total Capital Project Funding Request	**$-**	**$-**	**$-**	**$-**	**$-**	**$29,500,000**	**$29,500,000**	**0.0**

Since 2001, the NSU Center for Statewide E-Learning has fulfilled its legislative mandate with an open promise to help schools meet instructional challenges. NSU E-Learning served as a safety net for schools struggling to fill open teaching positions, offering continuity of instruction and opening a pathway for schools to connect students with high-quality instructors, while maintaining respect for the dignity of geographic location that is a hallmark of South Dakota culture.

In spite of increasing staff to the current level of 24 FTE teachers, NSU E-Learning was unable to keep that promise for the 2020-21 school year; the safety net was gone. Business courses, some Spanish courses, some science courses, English courses, some mathematics courses and social science courses closed in early August 2020. High school registrations were up 22.5%. NSU E-Learning exceeded capacity.

The 2021-22 school year is looking equally bleak. As of June 1, Spanish courses, business courses and most science courses are closed. English courses and social science courses are very near capacity. NSU E-Learning has never closed courses at this time of the year! Doing so is heartbreaking for an organization based on leadership and service.

As a short-term solution to add at least some capacity, NSU E-Learning used overload contracts for 2020-21 and will need to do that again for 2021-22. However, those overloads create a few more seats, they do not cover the need.

This proposal has the following goals:

1. Create 4.5 FTE high school teaching positions to

- Re-establish NSU E-Learning's ability to fulfill that legislatively mandated promise to help schools meet instructional challenges, shoring up the safety net for schools that are having trouble hiring qualified teachers.

- Enable NSU E-Learning to increase course choices for schools and students.

2. Create .5 FTE high school administrative position to cover recent growth in registrations (high school registrations increased 10.3% in 2019-20 and 22.5% in 2020-21) as well as supervision of additional high school teachers.

3. Create technology position to support new teachers.

4. Replenish operating expenses which have been repurposed to support increased instructional needs.

The 4.5 FTE teaching positions will create capacity in science, Spanish, English, business and social science courses and allow NSU E-Learning to add courses that answer needs for today's students.

Some of the courses NSU E-Learning would like to develop and offer to South Dakota schools and students include:

- Forensic Laboratory Science
- Life science courses (possibly environmental science, botany, zoology)
- Native American Studies
- South Dakota History
- Introduction to Law and Public Safety
- Information Technology

NSU E-Learning is honored and humbled to be playing a significant part in creating choices for schools. NSU E-Learning Master Teachers create and manage courses to fill critical unmet local needs while simultaneously equalizing opportunities, making benchmark education available to all South Dakota students.

Base Funding Request

Description	Salaries	Benefits	Travel	Contractual Services	Supplies	Capital Assets	Total	FTE
E-Learning High School Expansion	$313,200	$110,800	$48,000	$19,000			$491,000	5.0
Total	$313,200	$110,800	$48,000	$19,000	$-	$-	$491,000	5.0
Total Base Funding Request	**$313,200**	**$110,800**	**$48,000**	**$19,000**	**$-**	**$-**	**$491,000**	**5.0**

One-Tme Funding Request

Description	Salaries	Benefits	Travel	Contractual Services	Supplies	Capital Assets	Total	FTE
Startup Costs for Course Development and Studios	$12,000	$1,675				$86,250	$99,925	
Total	$12,000	$1,675	$-	$-	$-	$86,250	$99,925	0.00
Total One-Time Funding Request	**$12,000**	**$1,675**	**$-**	**$-**	**$-**	**$86,250**	**$99,925**	**0.0**

FY23 Budget Request

Ellsworth Airforce Base

- BHSU submitted a proposal to offer on-installation education at EAFB

- Target Audience
  - ➢ Active Military
  - ➢ Active Military Spouses & Children
  - ➢ Civil Employees at Ellsworth

- Competitive Tuition Rates
  - ➢ Align with military educational benefits

BHSU

EAFB Contract: Budget Request $209,080

Enrollment Opportunity

Approved Educational Plans at EAFB – 1,897

NAU Enrollment at EAFB – 397

Potential Revenue - $263,509

Start-up staffing for 1 year – 2.5 FTE & $204,080

Psychology – Assistant Professor – 1.0 FTE & $80,022

Business – Assistant Professor – 1.0 FTE & $96,122

Testing Center Staff – 0.5 FTE & $27,936

Technology - $5,000

Firewall - $2,600

Network Switch - $1,600

Wireless AP - $500

VoIP Phone - $300

BHSU
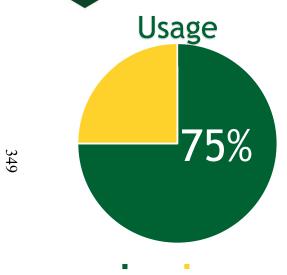
COVID Funds: Technology

HDMI Classroom Upgrade	$180,117
Microsoft Security Enhancement	$20,000
Outdoor Wireless	$85,000
Network Storage	$300,000
Total	**$585,117**
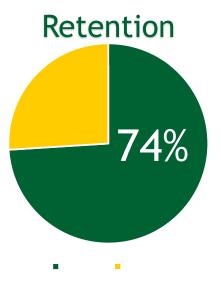
National survey identifies the important role of a Recreation Center

Usage

75%

75% of students use on-campus recreation center facilities, programs, and services.

Recruitment

68%

68% of students report that campus recreation facilities influenced their decision on which college/university to attend

Retention

74%

74% of students report that campus recreation facilities influenced their decision to continue attending their college/university.

* Data from : https://nirsa.net

Current Fitness Facility

- Serves both BHSU students and community members
- Located in the Young Center and within the gymnasium (upper level)
- Current Fitness Center is 4,278 sq. ft.
- Consists of cardio machines, weight machines and free weights (only)
- During peak hours, fitness capacity is insufficient

350

BHSU

BHSU Wellness Center

20,000 GSF addition to the Young Center at an estimated cost of $9.5 million

Improving Services

Climbing Wall, Cardio, Cycling, Free Weights, Strength Training, Flex Studio (Yoga, Pilates), Rec Gym and Outdoor Gear

Wellness Center: Budget Request

Total Project Cost - $9,535,254

<u>Funding Sources</u>
Budget Request - $6,690,254
Private Fundraising - $2,845,000

No Student Fee Increase for the Capital Project Cost

BHSU
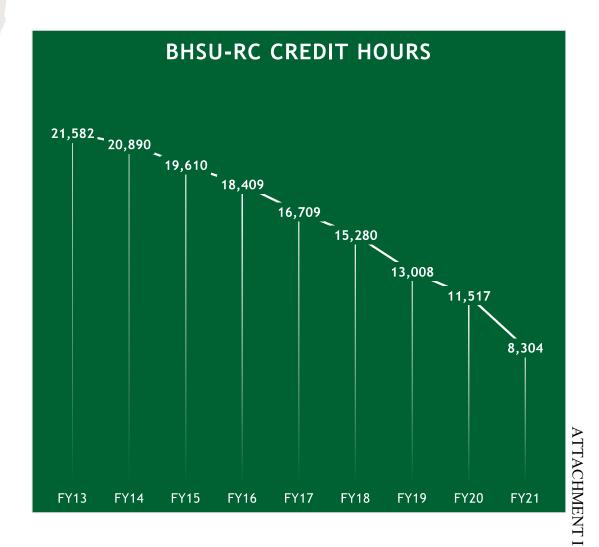
West River Health Science Center

- Letter of Intent from JCA (May, 2020)

- Legislative request for $90,000 in FY22 (funded)

  - Aggressive recruitment to create a pathway of students who pursue a BSN nursing degree in Rapid City

  - Seamless articulation between AS Applied Health Science (BHSU) and BSN program

  - Leverage student support to ensure student retention and success

  - Create a pipeline of nursing graduates to meet workforce needs in the Black Hills region

BHSU-Rapid City: SB55

- Situation: Declining enrollment, student credit hours, revenue and space utilization at BHSU-RC

- Re-branding BHSU-RC to improve performance
  - West River Health Science Center
  - Center for Hospitality and Business

- Address space needs for West River Nursing

BHSU-RC CREDIT HOURS

21,582 — 20,890 — 19,610 — 18,409 — 16,709 — 15,280 — 13,008 — 11,517 — 8,304

FY13 FY14 FY15 FY16 FY17 FY18 FY19 FY20 FY21

Space Modification to Move Nursing to BHSU-RC

- Growing enrollment in BSN (n=229 to 360)
- Didactic classes can be accommodated now but renovation needed for growth
- Additional space needed for labs and faculty offices

BHSU-Rapid City: Budget Request

- Renovation & Addition plans for West River Nursing available in October
- Budget TBD

Timeline	
May 2021	Preliminary Facility Statement Approved
Fall 2021	Move Didactic Classes To Center
October 2021	Facility Program Plan To BOR
2022 & On	Funding & Renovation of Facility
Fall 2025	Transition of Nursing Program Complete

FY23 Board of Regents System Requests
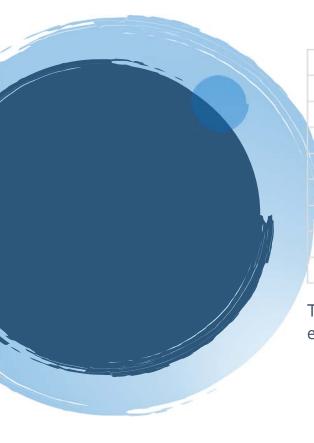
FY23 Board of Regents System Budget Request

$61,025,000 Deferred Maintenance & Repair Projects

The Board of Regents (BOR) has a target to fund 2.00% of the total replacement value of our academic buildings. During the 2021 Legislative session, an additional $3.654.196 was appropriated to the BOR general fund maintenance and repair (M&R) fund. This will put the system at 1.77% of replacement values in FY21. While the gap is smaller this year, the disparity between the system goal and actual investment in M&R since FY16 has resulted in a $38M shortfall in investment.

FY22 Projected M&R %		
M&R Fee	$	2.22
Projected Credit Hours		422,119
Projected Fee Revenue	$	937,104.18
Critical Deferred Maint	$	1.14
Projected Credit Hours		422,119
Projected Deferred Maint Rev	$	481,215.66
Projected HEFF Revenue	$	15,000,000.00
General Fund M&R Revenue	$	14,861,081.00
TOTAL M&R Funding	$	31,279,400.84
Replacement Value	$	1,766,321,194.00
% of Replace Invested in M&R		1.77%

	Actual	Shortage	$ Shortage
FY16	1.85%	0.15%	$ 2,715,948.20
FY17	2.00%	0.00%	$ -
FY18	1.74%	0.26%	$ 4,707,643.55
FY19	1.43%	0.57%	$ 10,320,603.16
FY20	1.52%	0.48%	$ 8,691,034.24
FY21	1.57%	0.43%	$ 7,785,718.17
Est FY22	1.77%	0.23%	$ 4,164,453.91
			$ 38,385,401.22

The campuses have a significant level of M&R backlog – estimated at over $484M across the system.

- Institutions were asked to provide their top deferred maintenance and repair priorities, with a focus on major infrastructure projects like utilities, steam tunnels, roof repair/replacement, etc.

- A final listing, showing a need of approximately $61M follows.

UNIVERSIT ▾	PROJECT ⏷	AMOUNT ▾
BHSU	Water Main Replacement	500,000
BHSU	Irrigation Upgrade/Expansion	600,000
BHSU	Campus Window & Door Replacement	500,000
DSU	HVAC and Lighting	1,500,000
DSU	Window Replacement	
DSU	Steam Boiler Replacement and control upgrades, Water Main replacement	750,000
DSU	Elevator replacements	250,000
NSU	Replace Chiller in MeWaldt-Jensen/Tech Center	1,200,000
NSU	Replace Windows in Graham Hall	350,000
NSU	Replace Roof in Graham Hall	450,000
NSU	Replace Pipe and Pumps in MeWaldt-Jensen & Gerber Hall	825,000
NSU	Replace Roof in Gerber Hall	300,000
SDSMT	Tunnel Repairs	4,700,000
SDSMT	South Loop Electrical Replacement	1,500,000
SDSMT	Primary Electrical Loop Upgrades	1,000,000
SDSMT	Civil Mechnical Window Replacement	600,000
SDSMT	Music Center/Physical Plant Windows	300,000
SDSU	Utility Repairs & Modernization - Water & Sanitary Sewer	9,550,000
SDSU	Replace Laboratory Exhaust System w/Heat Recovery at McFadden NPB	7,700,000
SDSU	HVAC & Infrastructure Improvements, Meat Lab Renovations at Animal Science Complex	15,400,000
USD	Campus Electrical Infrastructure	3,500,000
USD	Dakota Dome Roof Replacement	3,000,000
USD	Steam Tunnel Piping Abatement and Reinsulation	2,500,000
USD	Main Boiler Plant Burners	250,000
USD	Lee Med new chiller for ARC area in the basement	300,000
USD	ID Weeks & Link Window Replacement	1,000,000
USD	East Hall Renovation	1,000,000
USD	Dakota Hall Renovation	1,000,000
USD	Fine Arts Elevator Replacement	250,000
USD	Akeley Elevator Replacement	250,000
		61,025,000

FY23 Board of Regents System Budget Request
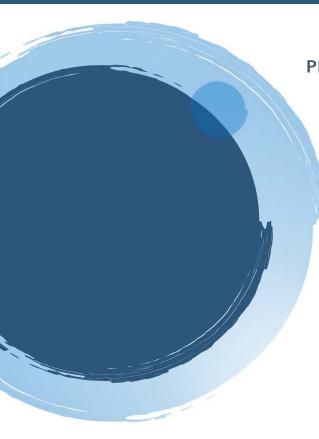
$5,000,000 Student Mental Tele-Health

With the onset of the Pandemic (CV19), the need for student mental health services have increased. In addition, there is a need to educate faculty and staff on the signs of mental health needs. This proposal is a request for funding to support supplemental mental health tools for the Board of Regents (BOR). Prior to CV19, a New York Times article stated that over 60% of students reported having "overwhelming anxiety". Inside Higher Education provided that a quarter of those surveyed during the CV19 crisis had considered suicide.

Partnering with the South Dakota Department of Social Services, the BOR would like to implement a mental health services and education plan.

GOALS:

- Provide a tele-mental health service to students that will supplement the work of our Campus Counseling Centers.

- Support our students and families as they pursue higher education.

- Provide resources to our faculty and staff on mental health awareness.

PROPOSED PROCESS:

- **Call Line – 211**: this is a call-line for the students to reach out for assistance. The students will be able to call into this service and receive guidance. The intake call line will connect a student with services should there be a need. The services will be covered under the next bullet point.

- **MH (Mental Health)/Substance Use Disorder (SUD) and Recovery Support Services Voucher Program:** when additional services are needed, a voucher (either MH or SUD) will be issued. Each voucher is estimated to cover four individual on-hour sessions and/or alternate services based on an individual's assessment and treatment plan. Utilization of a voucher by a provider as payment for services from a client will also require BOR compliance as well as attestation that payment is of last resort. Treatment costs will be reimbursed based on actual services delivered. SUD services may be provided by state-accredited providers. Mental health services may be provided by either state-accredited or private practice providers that maintain SD licensure for practice. Note that clients diagnosed with OUD (Opioid Use Disorder) will receive services first, as a payer of last resort, through the State Opioid Response (SOR) funding.

- **Mental Health First Aid (MHFA) Training:** The State will support community-based MHFA and Youth-MHFA trainings at each of the six universities. This training will assist faculty and staff in understanding needs and signs for MH services.

- **Education/Marketing:** A marketing and education campaign on Mental Health Awareness and services available.
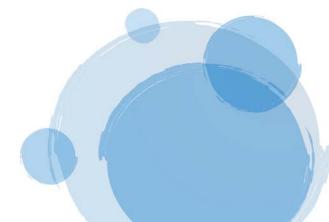
PROJECT BUDGET:

MH/SUD Services	$4,500,000
MH First Aid Training	$75,000
Education/Marketing	$170,000
Administrative Staffing	$180,000
Technology/Broadband	$75,000
Grand Total	**$5,000,000**

BUDGET DETAIL:

- MH/SUD Services – this covers the 211 call-line and up to 4 sessions with the voucher system. The total student headcount from the Fact Book for FY21 Fall is 33,566. The assumption is 6,000 students would utilize this service. The budget is based upon working with the Department of Social Services and an approximate cost of $750 per individual to cover the costs of service.

- MH First Aid Training – this will provide 2-3 training sessions at each of the six campuses.

- Education/Marketing – hire a marketing consultant to work toward strategies of destigmatizing mental health needs and to educate/inform the student body on the services available.

- Administrative Staffing – this will supply 1.5 FTE to complete the intake and budget/finance billings for managing the program.

- Technology/Broadband – this will supplement service providers should they have technology needs due to the increase in services.

FY23 Board of Regents System Budget Request

$4,472,000 Network Security

Network security has always been a priority for the Board of Regents (BOR). Even in the best of times information security risk must be continually managed, monitored, and mitigated but can never be fully eliminated. With the onset of the Pandemic (CV19) the need for the highest level of security possible was exacerbated. A survey of security professionals by ISACA now showed that:

- 92% say threat actors will increase cyberattacks.
- 87% say a rapid shift to work from home increased risk of data privacy and protection issues.
- 58% say threat actors will take advantage of the pandemic to disrupt organizations.
- 51% are highly confident in their security team's ability to detect and respond to cyberthreats.

To best address system security, the following items are being requested:

- Firewall Refresh – this would update firewalls at all sites, including a pair of firewalls for the RIS office in Sioux Falls. With increasingly sophisticated cyber-attacks, updated firewalls assist in inspecting traffic on networks for potential malicious content.
- Microsoft Security Upgrades – provides intrusion detection and response capabilities at the endpoint level, as well as other security and compliance features.

- Red Canary Managed Detection Response – this is a third-party service that would provide 24x7 monitoring services for the Windows Defender deployments at our campuses.

- Penetration Testing – we would hire a third-party company to provide an internal penetration test against our system. This test would assume that a breach occurred on one of our campuses, and the testers would attempt to gain access to the RIS environment/Banner system. We would use this test to identify gaps in our system security as well as to conduct incident response activities with our security staff.

PROJECT BUDGET:

Firewall Refresh	$3,042,000
Microsoft Security Upgrades	$830,000
Red Canary Managed Detection Response	$550,000
Penetration Testing	$50,000
Grand Total	**$4,472,000**

Base Funding

Description	Salaries	Benefits	Travel	Contractual Services	Supplies	Capital Assets	Total	FTE
NSU E-Learning High School Expansion	$313,200	$110,800	$48,000	$19,000	$ -	$ -	$491,000	5.0
Total	$313,200	$110,800	$48,000	$19,000	$ -	$ -	**$491,000**	5.0
Total Base Funding Request	**$313,200**	**$110,800**	**$48,000**	**$19,000**	**$ -**	**$ -**	**$491,000**	**5.0**

One-Time Funding

Description	Salaries	Benefits	Travel	Contractual Services	Supplies	Capital Assets	Total	FTE
BHSU Technology	$ -	$ -	$ -	$ -	$ -	$ 585,117	$585,117	0.0 @
BHSU EAFB Educational Contract (if selected)	$ 156,000	$ 48,080	$ -	$ -	$ -	$ 5,000	$209,080	2.5
DSU Cyber Agriculture Partnership (joint with SDSU - included in SDSU request)	$ -	$ -	$ -	$ -	$ -	$ -	$0	0.0
DSU IA Lab Repair and Upgrade	$ -	$ -	$ -	$ -	$ -	$ 1,800,000	$1,800,000	0.0
DSU Data Center and Infrastructure Expansion	$ -	$ -	$ -	$ -	$ -	$ 6,200,000	$6,200,000	0.0
NSU Safe Student Engagement	$ -	$ -	$ -	$ -	$ -	$ 440,000	$440,000	0.0 @
NSU Glenna Fouberg Student Success Center	$ -	$ -	$ -	$ -	$ -	$ 3,500,000	$3,500,000	0.0
NSU E-Learning Startup Costs for Course Development & Studios	$ 12,000	$ 1,675	$ -	$ -	$ -	$ 86,250	$99,925	0.0
SDSBVI Security Cameras	$ -	$ -	$ -	$ -	$ -	$ 50,000	$50,000	0.0
SDSD Audiological Equipment	$ -	$ -	$ -	$ -	$ -	$ 66,805	$66,805	0.0
SDSD Language Environment Analysis Equipment	$ -	$ -	$ -	$ -	$ -	$ 8,507	$8,507	0.0
SDSMT Website CMS Replacement & Redesign	$ -	$ -	$ -	$ 380,000	$ -	$ -	$380,000	0.0
SDSU High Performance Computing and Storage Systems	$ -	$ -	$ -	$ -	$ -	$ 1,935,993	$1,935,993	0.0
SDSU - AES Planning for Meat Lab Renovation	$ -	$ -	$ -	$ 600,000	$ -	$ -	$600,000	0.0
SDSU - Extension Cyber Agriculture Partnership (joint with DSU - included in SDSU request)	$ -	$ -	$ 14,000	$ 1,226,000	$ 10,000	$ -	$1,250,000	0.0
SDSU - Extension Education of Small Meat Producers	$ -	$ -	$ -	$ 115,000	$ 5,000	$ 30,000	$150,000	0.0
USD Coyote Business Consulting	$ 1,551,800	$ 63,000	$ 66,000	$ -	$ -	$ -	$1,680,800	1.0 ^
USD Law Enforcement Training Program	$ -	$ -	$ -	$ 8,250,000	$ -	$ -	$8,250,000	0.0 #
USD Artificial Intelligence	$ 1,272,500	$ 214,500	$ -	$ -	$ -	$ 300,000	$1,787,000	2.0 *
USD Anatomy Lab & Medical School Technology	$ -	$ -	$ -	$ 500,000	$ -	$ 850,000	$1,350,000	0.0
USD Norbeck Center	$ 2,000,775	$ 321,825	$ 220,000	$ 229,583	$ -	$ 17,000	$2,789,183	3.0 *
System Mental Tele-Health	$ 158,000	$ 22,000	$ -	$ 4,770,000	$ -	$ 50,000	$5,000,000	1.5 @
System Network Security	$ -	$ -	$ -	$ 1,430,000	$ -	$ 3,042,000	$4,472,000	0.0 @
System System-Wide M&R Projects	$ -	$ -	$ -	$ -	$ -	$ 61,025,000	$61,025,000	0.0
Total	$5,151,075	$671,080	$300,000	$17,500,583	$15,000	$79,991,672	$103,629,410	10.0
Total One-Time Funding Request	**$5,151,075**	**$671,080**	**$300,000**	**$17,500,583**	**$15,000**	**$79,991,672**	**$103,629,410**	**10.0**

^ Note: This is a multi-year pilot project. If awarded legislative spending authority would need to carry out for 3 years.

Assumes endowment made to the SD Community foundation for on-going support of program.

* Note: This is a multi-year pilot project. If awarded legislative spending authority would need to carry out for 5 years.

@ included in ARPA funding requests

Capital Project Request

	Description	General	Federal	Private	Other	Total
BHSU	Wellness Center (Addition to Young Center)	$6,690,254	$ -	$2,845,000	$ -	$9,535,254
BHSU - RC	Renovation and Addition for West River Nursing	TBD	$ -	$ -	$ -	$ -
NSU	Addition and Renovation to Lincoln Hall	$29,500,000	$ -	$ -	$ -	$29,500,000
NSU	Facilities Storage Building	$400,000	$ -	$ -	$ -	$400,000
SDSMT	Ascent Building Purchase, Renovation and Expansion	$10,000,000	$ -	$ -	$ -	$10,000,000
SDSMT	Surbeck Center Expansion	$1,250,000	$ -	$4,750,000	$ -	$6,000,000
SDSMT	Old Foundation Building and Land Purchase	$4,000,000	$ -	$ -	$ -	$4,000,000
SDSU	Health Sciences Building in Sioux Falls	$7,500,000	$ -	$ -	$ -	$7,500,000
SDSU	Agricultural Engineering Hall HVAC	$2,820,000	$ -	$ -	$ -	$2,820,000
SDSU - AES	Cottonwood Field Station	$6,000,000	$ -	$ -	$ -	$6,000,000
SDSU - AES	Feed Mill	$2,894,000	$ -	$ -	$ -	$2,894,000
USD	GEAR Center	$ 6,500,000	$ -	$ -	$ -	$6,500,000
USD	Law School Facilities	$ 2,600,000	$ -	$ -	$ -	$2,600,000
	Total Capital Project Request	**$80,154,254**	**$0**	**$7,595,000**	**$0**	**$87,749,254**

REVISED
AGENDA ITEM: 9 – A
DATE: June 23-24, 2021

****

SUBJECT
   Ellsworth Air Force Base Tuition Proposal

CONTROLLING STATUTE, RULE, OR POLICY
   SDCL 13-53-6 Tuition Rates and Fees

BACKGROUND / DISCUSSION
   Ellsworth Air Force Base invited BHSU, along with seven other universities, to respond to a Request for Proposal to offer on-installation education at EAFB beginning in the Fall of 2021. BHSU submitted this proposal on April 29th. It is anticipated that EAFB will make the announcement of the selected campus(es) the week of June 14 – 18.

   A critical component for BHSU's proposal to be competitive is the ability to offer a reduced tuition rate to all active-duty airmen, their spouses and dependents, and Department of Defense civilians that work on the base. This rate is equivalent to the already approved tuition rate of $250 per credit hour for active-duty military for courses taken at BHSU-Rapid City and on the Internet.

(Continued)

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DRAFT MOTION 20210624_9-A:
   I move to approve the following special Ellsworth Air Force Base (EAFB) tuition rates: 1) $250.00 per credit hour undergraduate rate for all active military and Department of Defense civilians who attend classes at EAFB, BHSU-RC, the Spearfish campus, and online with no additional fees, 2) a reduced undergraduate rate of $250.00 per credit hour for spouses and dependents of active-duty service members for credits offered on-site at Ellsworth Air Force Base and online with no additional fees, and 3) a reduced graduate rate of $300 per credit hour with no additional fees for all active military and Department of Defense civilians who attend classes at EAFB, BHSU-RC, the Spearfish campus, and online with no additional fees. These rates would become effective in Fall 2021 under the condition EAFB accepts the BHSU proposal described in the attachment.

BHSU is requesting the $250 undergraduate tuition rate be extended to the following groups:

- Active-Duty Military at EAFB and BHSU-Spearfish
- Spouses & Dependents of Active-Duty Military at EAFB
- DOD Civilians at EAFB, BHSU-Rapid City, BHSU-Spearfish & Internet

In addition, BHSU is requesting a $300 graduate tuition rate for the following:
- Active-Duty Military at EAFB and BHSU-Spearfish
- DOD Civilians at EAFB, BHSU-Rapid City, BHSU-Spearfish & Internet

There is significant potential for revenue growth by serving a new market at EAFB. There are currently 1,897 approved education plans at EAFB. Although not all of those plans will equate to credit hours taken from BHSU, National American University was serving 397 students when last on the Base.

IMPACT AND RECOMMENDATIONS

Although there are several rates that will decrease with this proposal, the total number of known credit hours currently provided at these rates are minimal. Current credit hour information on Department of Defense civilians and spouses/dependents is not available. The total revenue loss of $505.20 will easily be recovered by the new credit hours provided on-site at the Base.

Attachment I provides additional rationale and financial information from BHSU in support of the Ellsworth Air Force Base tuition proposal.

ATTACHMENTS

Attachment I – Ellsworth Air Force Base Tuition Proposal Detail

EAFB Tuition Proposal

Submitted by BHSU – May 2021

In October of 2014, BHSU proposed, and the Board of Regents approved extending the National Guard tuition benefit for undergraduate students to active-duty servicemen including reserves, active reserves, and active military at all University Center locations effective with the Spring 2015 semester. In May of 2015, the Board locked this rate in at $250 per credit hour so the federal tuition assistance provided to airmen covers the full cost of attendance. That rate continues to this day.

Black Hills State University has been offering courses to military personnel from Ellsworth Air Force Base (EAFB) for nearly 60 years. BHSU had a physical presence on the military base for most of those years up until 2006. In 2006, Ellsworth's education building was repurposed to a financial services center, forcing BHSU to find alternate space to continue offering courses, programs, and services to the military and other students in the Rapid City area. BHSU's longstanding tradition of serving our military students continues at BHSU-Rapid City to this day; however, BHSU has not offered face-to-face courses on the Base since 2006. Approximately ten years ago a contract for on-base education was issued to National American University and they have been the sole on-site provider of post-secondary education at EAFB since that time.

In March 2021, BHSU was invited by EAFB, along with seven other universities who already have a presence at a military installation, to submit a proposal for voluntary post-secondary education onsite at EAFB. BHSU was the only local and the only Regental university invited to submit a proposal. BHSU submitted a proposal on April 29, 2021.

In FY21, BHSU provided 136 credit hours to active military students. In 2006, the last year BHSU was on-site at the Base, 1,054 credit hours were provided documenting the potential for credit hour growth by being on-site. EAFB currently has 3,324 airmen with 1,874 approved education plans documenting a significant opportunity to provide education on-site at the base. Spouses, dependents, and classified staff will also enroll in courses at the Base increasing the total pool of potential students on the Base. Additional airmen will be arriving at the Base in the next few years for the B-21 Bomber mission as well.

Although EAFB has been very pleased with BHSU's overall proposal, one critical component that makes our proposal less competitive is a reduced tuition rate for spouses and dependents of active military, for Department of Defense civilians that work on the Base and for a reduced graduate rate. This has been communicated to our campus by officials at EAFB who are reviewing proposals. Based on the value of being a sole or partner provider of educational services at EAFB, BHSU is requesting that the reduced tuition rate of $250 per credit hour currently offered to active military be extended to all active military and Department of Defense civilians who attend classes at EAFB, BHSU-RC, the Spearfish campus, and online. In addition, the reduced rate of $250 for undergraduates for spouses and dependents of active-duty service members is requested for credits offered on-site at the Base and on-line. A reduced graduate rate of $300 per credit hour is also requested. These are the specific reduced tuition rates that will be necessary for BHSU to be

competitive against other universities who have submitted a proposal to be the onsite educational provider at EAFB.

Although there are several rates that will decrease with this proposal, the total number of known credit hours currently provided at these rates are minimal. Current credit hour information on Department of Defense civilians and spouses/dependents is not available. The total revenue loss of $505.20 will easily be recovered by the new credit hours provided on-site at the Base.

The requested rate changes and revenue impact are summarized below.

	Undergraduate				
	Current Rate	Proposed Rate	Rate Change	SCH	Revenue Change
Active Military					
BHSU-RC	$250.00	$250.00	$0.00	36	$0.00
Spearfish*	$292.10	$250.00	($42.10)	12	($505.20)
EAFB	NA	$250.00	New	0	New Revenue
Online	$250.00	$250.00	$0.00	88	$0.00
Spouses & Dependents					
BHSU-RC	$354.75	$354.75	$0.00	NA	$0.00
Spearfish*	$292.10	$292.10	$0.00	NA	$0.00
EAFB	NA	$250.00	New	0	New Revenue
Online	$354.75	$250.00	($104.75)	NA	NA
DOD Civilians					
BHSU-RC	$354.75	$250.00	($104.75)	NA	NA
Spearfish*	$292.10	$250.00	($42.10)	NA	NA
EAFB	NA	$250.00	New	0	New Revenue
Online	$354.75	$250.00	($104.75)	NA	NA

	Graduate				
	Current Rate	Proposed Rate	Rate Change	SCH	Revenue Change
Active Military					
BHSU-RC	$470.45	$300.00	($170.45)	0	$0.00
Spearfish*	$371.50	$300.00	($71.50)	0	$0.00
EAFB	NA	$300.00	New	0	New Revenue
Online	$470.45	$300.00	($170.45)	0	$0.00
Spouses & Dependents					
BHSU-RC	$470.45	$470.45	$0.00	NA	NA
Spearfish*	$371.50	$371.50	$0.00	NA	NA
EAFB	NA	$300.00	New	NA	NA
Online	$470.45	$300.00	$0.00	NA	NA
DOD Civilians					
BHSU-RC	$470.45	$300.00	($170.45)	NA	NA
Spearfish*	$371.50	$300.00	($71.50)	NA	NA

EAFB	NA	$300.00	New	NA	NA
Online	$470.45	$300.00	($170.45)	NA	NA

* Spearfish rate includes on-campus tuition plus the GAF.

BHSU has a strong history of providing educational offerings to the military at EAFB, but enrollment opportunities are limited when on-site education is not an option. Reducing the tuition rate to one that is equivalent to the federal tuition assistance offered through Post 911 GI bill, will give BHSU the best opportunity to regain the partnership with EAFB for on-site education and exponentially expand the credit hour generation for military students.

In FY20, 903 individual EAFB airmen enrolled in higher education courses. National American was providing educational credits to 396 active military under the current MOU. BHSU may be able to meet these educational needs for these EAFB airmen, their spouses and dependents, and Department of Defense civilians if this tuition rate proposal is approved. Even if each of those 396 airmen only took one 3 credit hour course an additional $297,000 in tuition revenue would be generated. That doesn't include spouses, dependents, or DOD civilians. These credit hours and revenue will be new to BHSU and will allow BHSU to reclaim our history of serving active military students at EAFB.

Budget and Finance

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SUBJECT
> **SDSMT Door Project Lease Agreement**

CONTROLLING STATUTE, RULE, OR POLICY
> BOR Policy 6:6 – Maintenance and Repair
> BOR Policy 5:25 – Auxiliary Revenue System
> BOR Policy 5:3 – Agreements and Contracts

BACKGROUND/DISCUSSION
> The SDSMT campus is transitioning to Transact Mobile Credentials. Transition to mobile credentials is a multi-phased process that requires all campus card transactions to be mobile credential compliant within three years of the launch date. To meet compliance, all residence hall room doors in auxiliary/non-leased properties need to be mobile credential compatible. The current Assa Abbloy card readers in Placer, Connolly, Howard Peterson, and Palmerton Halls are not mobile credential compliant, and thus need to be replaced. This project will be completed in three phases ending in May/June 2022.

> Phase 1 – May 2021 – Placer Hall
> Phase 2 – December 2021 – Peterson Hall
> Phase 3 – May/June 2022 – Palmerton/Connelly Hall

> The Board approved the project at its December 2019 meeting for $300,000 to be paid from housing fees/revenue. Projects can be added, or the list can be revised in accordance with Board Policy 6:6(8).

> SDSMT entered into an agreement to lease the equipment (cost of $575,964.65) through University Lease on January 12, 2021. SDSMT has agreed to eight lease payments of $78,959.58 due semi-annually for a total cost, including financing, of $631,676.64.

> Board policy 5:3(1) requires Board action on any equipment leases exceeding $100,000 per year, excluding master lease agreements that have been executed by a designee in the

(Continued)
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DRAFT MOTION 20210624_9-B: I move to ratify and approve the lease agreement between SDSMT and University Lease as reflected in Attachment I.

Board office and have had legal counsel review. Annual payments under this agreement are $157,919.16, exceeding the threshold requirement for Board approval. A master lease has been approved with University Lease, but only for the tablet computer program. SDSMT mistakenly assumed since there was an existing master lease with University Lease, this agreement would not require Board authorization.

IMPACT AND RECOMMENDATIONS

The equipment for this project has already been purchased as of May 2021. Staff would recommend the Board ratify the lease agreement signed by SDSMT in January 2021.

ATTACHMENTS

Attachment I – SDSMT Equipment Lease

UniversityLease

4 Executive Circle, Suite 120
Irvine, California 92614 • 800-317-8687 • www.UniveristyLease.com

Lease Agreement Order No. UL-01614-01

Customer/Lessee
South Dakota School of Mines & Technology acting by and through the South Dakota Board of Regents

Address	City	State	County	Zip
501 East Saint Joseph Street	Rapid City	SD	Pennington	57701

QUANTITY & DESCRIPTION OF THE PROPERTY: MODEL #, CATALOG # SERIAL # OR OTHER IDENTIFICATION

TOTAL PROPERTY COST: $575,964.65

SEMI-ANNUAL PAYMENTS SHALL BE DUE MAY 1, 2021, NOVEMBER 1, 2021; MAY 1, 2022, NOVEMBER 1, 2022; MAY 1, 2023, NOVEMBER 1, 2023. MAY 1, 2024 AND NOVEMBER 1, 2024. SEMI-ANNUAL PAYMENTS SHALL BE THE PRODUCT OF THE TOTAL PROPERTY COST MULTIPLIED BY THE MONTHLY LEASE RATE FACTOR TIMES SIX (6).

THE MONTHLY LEASE RATE FACTOR OF 0.02225 MAY BE ADJUSTED UPWARD BY (.0000045) FOR EVERY ONE (01) BASIS POINT ADJUSTMENT IN THE CORRESPONDING AVERAGE YIELD OF EQUALLY MATURING U.S. TREASURY NOTES. THE FINAL MONTHLY LEASE RATE FACTOR SHALL BE FIXED AT THE AUTHORIZATION DATE AND SHALL REMAIN CONSTANT THROUGHOUT THE TERM OF THE LEASE. THE INITIAL INDEX RATE SHALL BE 0.32%.

INTEREST SWAP RATES ARE PUBLISHED DAILY IN THE FEDERAL RESERVE STATISTICAL RELEASE H-15, WHICH CAN BE FOUND AT:
www.federalreserve.gov/releases/h15/update

PROPERTY LOCATION	Street Address See Exhibit "A"				
	City	County		State	Zip

| MONTHLY RENTAL AMOUNT (PLUS TAX) $12,815.12 | BILLING: MONTHLY ☐ QUARTERLY ☐ SEMI-ANNUALLY ☒ | TERM OF LEASE (NO. OF MONTHS) Forty-Eight (48) | DEPOSIT None | END OF TERM OPTIONS: ☐ Fair Market Value (plus tax) ☐ 10% Buyout (plus tax) ☒ $1.00 Buyout | Lessee's Initials WS |

1. AGREEMENT: Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the hardware, software and other property, as described above, together with any and all replacements, upgrades, repairs, additions, modifications and accessories now or hereafter made a part thereof and hereinafter referred to as the "Property" subject to the terms and conditions stated in this lease agreement (the "Agreement").

2. RENTAL PAYMENTS; TERM: The amount of rent payable is as shown above. Rent under this Agreement first becomes due when Lessee signs and delivers to Lessor an Acknowledgment and Acceptance of Property certifying that all of the Property is delivered and acceptable to Lessee, and Lessee authorizes Lessor to disburse payment(s) to the supplier(s) of the Property ("Authorization Date"). **EXCEPT AS PROVIDED BY THE TERMS OF THIS AGREEMENT, LESSEE'S OBLIGATION TO PAY RENT IS ABSOLUTE AND UNCONDITIONAL AND LESSEE WAIVES ANY AND ALL RIGHTS WHICH LESSEE MAY HAVE TO CANCEL OR TERMINATE THIS AGREEMENT PRIOR TO EXPIRATION OF THE APPLICABLE TERM.** If rent is billed to Lessee on a monthly basis as shown above, such rent is due to Lessor, in advance, for each month or portion of a month from the date that this Agreement commences as provided herein. Rent for portions of a month shall be based on one-thirtieth (1/30th) of the monthly rent per day. Installments of rent are due on or before the first day of each month and shall be past due if not received by Lessor before the 10th of the month. If quarterly rent applies, rent is billed to Lessee on a quarterly basis as shown above. Such rent is due to Lessor, in advance, for each quarter or portion of a quarter from the date that this Agreement commences as provided herein. Rent for portions of a quarter shall be based on one-ninetieth (1/90th) of the quarterly rent per day. Installments of rent are due on or before the first day of each quarter and shall be past due if not received by Lessor within ten days of its due date. The term of this Agreement begins on the first day of the calendar quarter, (January 1, April 1, July 1, October 1) following the Authorization Date and continues for the number of months reflected above ("Term").

3. LESSOR PROGRESS PAYMENTS TO SUPPLIER(S) OF PROPERTY: By initialing below, Lessee requests, for its benefit, that Lessor advance payments to supplier(s) or manufacturer(s) of the Property (collectively, "Supplier(s)") during the period prior to Lessee's final acceptance of all items of Property (the "Installation Period") and that Lessor make progress payments to such Supplier(s) or otherwise reimburse Lessee for deposits, if any, made to such Supplier(s) (all such Lessor payments and reimbursements collectively referred to as "Progress Payments"). Lessor is willing to accommodate such request by Lessee, and to make such Progress Payments pursuant to the terms provided for in this Section 3. Lessee shall pay to Lessor a daily pro-rata rental fee from the date each item of Property is delivered (such delivery to be confirmed either by Supplier(s) or acknowledged by Lessee) (the "Delivery Date") through the "Authorization Date", as defined in Section 2. of this Agreement. This pro-rata rental shall be a payment obligation separate from and in addition to the rental amount as shown above that is payable by Lessee during the Term of this Agreement. If Lessor makes any Progress Payments, the daily pro-rata rental fee will be calculated from the Delivery Date and shall be calculated as follows: [0.00000 X (the amount of any Progress Payments made on behalf of Lessee ÷ 30)] (the "pro-rata rental"). This pro-rata rental will be billed monthly to Lessee. If all of the Property to be included in this Agreement is not accepted by Lessee within 90 days of the date of Lessor's signed acceptance below (the "Funding Cut-Off Date"), Lessor may, at its sole option, pursue any one of the following alternatives: (a) Commence the Term of this Agreement (using the Funding Cut-Off Date as the Authorization Date) based on the portion of the Property which has been delivered and accepted by Lessee and paid for by Lessor as of the Funding Cut-Off Date; (b) Extend the allowed Installation Period and establish a new Funding Cut-Off Date; or (c) Demand that the Lessee pay to Lessor a total amount equal to all Progress Payments that Lessor has paid to Supplier(s) on behalf of Lessee, plus all pro-rata rentals, taxes, late fees and other payments which are due and owing under the terms of the Agreement. Should such a demand be made by Lessor, Lessee hereby unconditionally agrees to reimburse said funds to Lessor in full within ten (10) business days of said demand, and upon receipt of such payment in full, Lessor shall release Lessee from further payment obligations under the Agreement. Lessee shall provide Lessor with updated financial information throughout the Installation Period as requested by Lessor. Lessor hereby reserves the right to terminate the Installation Period at any time if Lessor determines, at Lessor's sole discretion, that there has been a material adverse change in Lessee's financial condition, at which time Lessor then may elect either (a), (b) or (c) above. Irrespective of the terms in this Section 3, all other terms and conditions under this Agreement including, without limitation, all payment obligations by Lessee under the Agreement shall remain absolute and unconditional without regard in any manner whatsoever to the pro-rata rental obligations and/or pro-rata rental period set forth herein. **The acceptance by Lessee of all items of Property is not a pre-condition to Lessee's performance of any of its obligations under the Agreement, including all rental and other payment obligations.** BY ITS INITIALS, LESSEE KNOWINGLY AND VOLUNTARILY AGREES TO THE NEGOTIATED TERMS AS SET FORTH ABOVE.

Lessee's Initials WS

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This Agreement is subject to acceptance by Lessor's Finance Committee. **By signing below, the signer certifies that he or she has read this entire Agreement, has had an opportunity to discuss its terms with Lessor, and that he or she is authorized to sign on behalf of Lessee.** Until this Agreement has been signed by an authorized signer of Lessor, it will constitute a firm offer by Lessee.

THIS AGREEMENT CONTAINS THE COMPLETE AGREEMENT BETWEEN LESSOR AND LESSEE. THE AGREEMENT CAN ONLY BE MODIFIED IN WRITING, WITH SUCH MODIFICATIONS SIGNED BY A PERSON AUTHORIZED TO SIGN AGREEMENTS ON BEHALF OF LESSEE'S COMPANY AND BY AN AUTHORIZED SIGNER OF LESSOR. NO ORAL OR WRITTEN AGREEMENTS, REPRESENTATIONS OR PROMISES SHALL BE BINDING ON THE PARTIES UNLESS MADE A PART OF THIS AGREEMENT BY A WRITTEN MODIFICATION SIGNED BY AN AUTHORIZED SIGNER OF BOTH LESSEE'S COMPANY AND LESSOR.

OFFER

LESSEE:	South Dakota School of Mines & Technology acting by and through the South Dakota Board of Regents
Signature:	William Spindle
Name/Title:	William Spindle/Vice President fo Finance and Administration
Date:	1/12/2021	1:43:27 PM MST

ACCEPTANCE
UniversityLease

LESSOR:	
Signature:	Lewis F. Beaty
Name/Title:	Lewis F. Beaty / Vice President
Date:	1/12/21

EXHIBIT "A"
WITH RESPECT TO LEASE AGREEMENT ORDER NO. UL-01614-01
AND RELATED DOCUMENTS WHEREIN

South Dakota School of Mines & Technology acting by and through the South Dakota Board of Regents is the Lessee
Lessee's Address: 501 East Saint Joseph Street, Rapid City, SD 57701

Property (equipment) presently located at: 501 East Saint Joseph Street, Rapid City, SD 57701

QTY.   DESCRIPTION

Supplier: Transact
Estimate No: QUO-07209-T3H7-1

PLACER HALL

05	CORBIN RUSSWIN IN120 CYLINDRICAL LOCK, MULTICLASS READER, WIFI, BLACK, SFIC, SATIN CHROME FINISH CL33134XNZDX626XIN120XIPS-BXCT6D
09	IN120 WRAP PLATES
60	CORBIN RUSSWIN IN120 CYLINDRICAL LOCK, MULTICLASS READER, WIFI, BLACK, SFIC, SATIN CHROME FINISH CL33134XNZDX626XIN120XIPS-BXCT6D

PETERSON HALL:

113	CORBIN RUSSWIN IN120 CYLINDRICAL LOCK, MULTICLASS READER, WIFI, BLACK, SFIC, SATIN CHROME FINISH CL33134XNZDX626XIN120XIPS-BXCT6D
113	IN120 WRAP PLATES

PALMER HALL AND CONNELLY HALL:

202	CORBIN RUSSWIN IN120 CYLINDRICAL LOCK, MULTICLASS READER, WIFI, BLACK, SFIC, SATIN CHROME FINISH CL33134XNZDX626XIN120XIPS-BXCT6D
202	IN120 WRAP PLATES

09	DORM DOORS AND RELATED MATERIALS
	TRAVEL EXPENSES
	CONSULTING SERVICES
	INSTALLATION AND LABOR

PLUS ALL REPLACEMENT PARTS, SUBSTITUTIONS, ADDITIONS, ATTACHMENTS, MODIFICATIONS, UPDATES, UPGRADES, REVISIONS, NEW VERSIONS, ENHANCEMENTS, ACCESSORIES AND THE PROCEEDS THEREOF.

LESSEE:	South Dakota School of Mines & Technology acting by and through the South Dakota Board of Regents	LESSOR:	UniversityLease
BY:	*[signature]*	BY:	*[signature]*
NAME:	William Spindle	NAME:	Darren S. Higuchi
TITLE:	Vice President for Finance and Administration	TITLE:	Senior Vice President
DATE:	12 May 21	DATE:	May 12, 2021

South1614-1.fun

The South Dakota Board of Regents adjourned its regular business meeting on June 23-24, 2021 and will meet again for its annual retreat and business meeting on August 3-5, 2021 in Pierre.

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 June 23-24, 2021.

Dr. Brian L. Maher
Executive Director & CEO
South Dakota Board of Regents