

**BOARD OF REGENTS
MINUTES OF THE MEETING
October 5-6, 2022**

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ADJOURN

**BOARD OF REGENTS
MINUTES OF THE MEETING
October 5-6, 2022**

The South Dakota Board of Regents met on October 5-6, 2022, at Dakota State University in Madison at 1:00 p.m. Central Time with the following members present:

ROLL CALL:

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

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

WEDNESDAY, OCTOBER 5, 2022

Regent Roberts declared a quorum present and called the meeting to order at 1:00 p.m.

1-A Approval of the Agenda

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

1-B Declaration of Conflicts

There were no declared conflicts. Regent Venhuizen will abstain on item 6-C.

1-C Approval of the Minutes – August 2-4, 2022

IT WAS MOVED by Regent Venhuizen, seconded by Regent Brown, to approve the minutes of the Board of Regents meeting on August 2-4, 2022. Motion passed.

1-D Motion to Dissolve into Executive Session

IT WAS MOVED by Regent Venhuizen, seconded by Regent Rave, that the Board dissolve into executive session at 1:15 p.m. on Wednesday, October 5 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 4:00p.m. and reconvene in public session at 9:00 a.m. on Thursday, October 6 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.

The Board dissolved into executive session.

THURSDAY, OCTOBER 6, 2022

The Board reconvened in public session at 9:00 a.m.

3-A Report and Actions of Executive Session

Regent Venhuizen reported that the Board dissolved into Executive Session at 1:15 p.m. on Wednesday, October 5, 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 4:30 p.m. While in Executive Session, the Board discussed the matters just described, which included certain recommended actions as set forth in the Secretary's Report and other matters permitted by law.

IT WAS MOVED by Regent Venhuizen, seconded by Regent Rave, to approve Report and Actions of Executive Session. Motion passed.

A copy of the Secretary's Report can be found on pages **15** to **17** of the official minutes.

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

DSU President José-Marie Griffiths welcomed the Board and other attendees to Dakota State University and shared information about DSU.

3-C (1) Student Organization Awards – Dakota State University

Amy Crissinger, DSU Vice President for Student Affairs and Enrollment Management, presented student organization award winners for 2021. Phi Beta Lambda (PBL) Business Club accepted the award for academic excellence. Photography Club accepted the award for community service. The Alliance accepted the award for organizational leadership.

A copy of the Student Organization Awards – Dakota State University can be found on pages **18** to **19** of the official minutes.

3-C (2) Student Organization Awards – South Dakota State University

Michaela Willis, SDSU Vice President of Student Affairs, presented student organization award winners for 2021. Student College of Clinical Pharmacy (SCCP) accepted the award for academic excellence. University Program Council (UPC) accepted the award for community service. Chi Omega accepted the award for organizational leadership.

A copy of the Student Organization Awards – South Dakota State University can be found on pages **20** to **21** of the official minutes.

3-D Report from Individual Presidents and Superintendents

Laurie Nichols, President of BHSU, introduced their new Provost Jon Kilpinen.

3-E Report on Individual Regent Activities

No reports.

3-F Report from the Student Federation

Katherine Conzet, Student Federation Executive Director, and Caleb Wieland, Student Federation President, provided an update on their work within their strategic plan in to address the mental health crisis.

In response to Regent Brown's question as to what the Student Federation believe to be the next steps in moving this initiative forward, Katherine Conzet stated that the next step first involves

funding; whatever path the Student Federation decides to be the first step in implementation is looking to where they can get the funding for that initiative. They have been working with Dr. Janice Minder, System Vice President for Academic Planning and Policy, on narrowing down their initiatives and how those could be funded.

3-G Report of the Executive Director

Dr. Brian Maher, Board of Regents Executive Director and CEO, noted that he along with Nathan Lukkes and Heather Forney have been making the rounds across the state with area legislators. Doing so to not only maintain and establish relationships, but also to share the Regental system's budget priorities and address any comments they may have.

3-H 2023 SDBOR Meeting Calendar

Katie Maley will work with campus staff to address a conflict with the June BOR meeting date to possibly move it to one week later.

IT WAS MOVED by Regent Brown, seconded by Regent Rave, to accept the dates and locations proposed on the 2023 Board of Regents Meeting Calendar in Attachment I with the revision of changing the August BOR meeting dates from August 8-10 to July 31-August 2. Motion passed.

A copy of the 2023 SDBOR Meeting Calendar can be found on pages 22 to 23 of the official minutes.

4 Public Comment Period

There were no public comments.

CONSENT AGENDA

IT WAS MOVED by Regent Thares, seconded by Regent Rave, to approve all consent agenda items as presented. Motion passed.

Academic and Student Affairs – Consent

5-A New BOR Policy 2:36 – Accreditation (Second Reading)

Approve the second and final reading of new BOR Policy 2:36 – Accreditation, as presented.

A copy of the New BOR Policy 2:36 – Accreditation (Second Reading) can be found on pages 24 to 27 of the official minutes.

5-B Repeal BOR Policy 1:21 – System Strategic Goals (First and Final Reading)

Approve to (1) waive the two-reading requirement of By-Laws Section 5.5.1, and (2) approve the first and final reading to appeal BOR Policy 1:21, as presented.

A copy of the Repeal BOR Policy 1:21 – System Strategic Goals (First and Final Reading) can be found on pages 28 to 32 of the official minutes.

5-C New Specialization Request – BHSU – Health Services Administration – BS in Business Administration

Authorize BHSU to offer a specialization in Health Services Administration within the BS in Business Administration, as presented.

A copy of the New Specialization Request – BHSU – Health Services Administration – BS in Business Administration can be found on pages 33 to 38 of the official minutes.

5-D (1) New Site Requests – NSU – MSED in Education Studies (Online)

Approve NSU's new site proposal to offer the MSED in Educational Studies online.

A copy of the New Site Requests – NSU – MSED in Education Studies (Online) can be found on pages 39 to 45 of the official minutes.

5-D (2) New Site Requests – USD – BSED in Elementary Education (USD – Sioux Falls)

Approve USD's new site proposal to offer the BSED in Elementary Education at USD – Sioux Falls.

A copy of the New Site Requests – USD – BSED in Elementary Education (USD – Sioux Falls) can be found on pages 46 to 57 of the official minutes.

5-E Accelerated Program Request – USD Master of Social Work (MSW)

Approve USD's proposal to offer an accelerated program for Master of Social Work (MSW), from the BA degree Sociology, as presented.

A copy of the Accelerated Program Request – USD Master of Social Work (MSW) can be found on pages 58 to 60 of the official minutes.

5-F (1) Agreements on Academic Cooperation – South Dakota School of Mines & Technology

Approve South Dakota School of Mines & Technology's agreement on academic cooperation with the University of Zaragoza, as presented.

A copy of the Agreements on Academic Cooperation – South Dakota School of Mines & Technology can be found on pages 61 to 66 of the official minutes.

5-F (2) Agreements on Academic Cooperation – University of South Dakota

Approve the University of South Dakota’s agreement on academic cooperation with The Friedrich Schiller University Jena, as presented.

A copy of the Agreements on Academic Cooperation – University of South Dakota can be found on pages **67** to **74** of the official minutes.

5-G Dual Credit In-District Delivery Approvals: Brookings High School

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

A copy of the Dual Credit In-District Delivery Approvals: Brookings High School can be found on pages **75** to **77** of the official minutes.

Budget and Finance – Consent

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

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

A copy of the Maintenance & Repair (M&R) Projects (Greater than \$250,000) can be found on page **78** of the official minutes.

5-I FY23 Operating Budget

A copy of the FY23 Operating Budget can be found on pages **79** to **102** of the official minutes.

5-J Capital Projects List

A copy of the Capital Projects List can be found on pages **103** to **108** of the official minutes.

5-K Xcel Energy Easement – USD-SF

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

A copy of the Xcel Energy Easement – USD-SF can be found on pages **109** to **117** of the official minutes.

5-L SDSU Plat Resolution

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

A copy of the SDSU Plat Resolution can be found on pages **118** to **123** of the official minutes.

5-M Capital Asset Purchase Greater than \$500,000 – SDSU Aviation Education Program Twin Engine Purchase

Approve SDSU's request to purchase an aircraft for its Aviation Education program using approximately \$600,000 in funds from the Aviation Education program.

A copy of the Capital Asset Purchase Greater than \$500,000 – SDSU Aviation Education Program Twin Engine Purchase can be found on pages **124** to **125** of the official minutes.

Routine Informational Items – No Board Action Necessary

5-N Interim Actions of the Executive Director

A copy of the Interim Actions of the Executive Director can be found on pages **126** to **129** of the official minutes.

5-Q RESERVED

This item was pulled from the agenda prior to the start of the Board meeting.

5-P Intent to Plan Requests

A copy of the Intent to Plan Requests can be found on pages **130** to **131** of the official minutes.

5-Q Building Committee Report

A copy of the Building Committee Report can be found on page **132** of the official minutes.

BUDGET AND FINANCE

6-A DSU Land Acquisition – Sanford Health

Nathan Lukkes, BOR Chief of Staff, stated that Dakota State University (DSU) requests Board of Regents' authorization to acquire real estate in Minnehaha County. The acquisition was approved by the 2022 Legislature by way of SB130, which was signed by the Governor on March 24. The bill authorized the Board of Regents to accept, on behalf of Dakota State University, for the purpose serving as the site for the Dakota State University Applied Research Lab authorized in the legislation (Senate Bill 130), the donation of up to 16 acres of real property from Sanford Health.

IT WAS MOVED by Regent Brown, seconded by Regent Rave, to approve the acquisition of the real estate located in Minnehaha County, as presented, which was authorized by Senate Bill 130 during the 2022 Legislative Session. Motion passed.

A copy of the DSU Land Acquisition – Sanford Health can be found on pages **133** to **134** of the official minutes.

6-B Affiliated Entity – Dissolve Early Learning Center of Brookings, Inc. and Transfer to SDSU

Nathan Lukkes, BOR Chief of Staff, stated that this item is a follow up to another item the Board approved in December 2020 to transition the Early Learning Center of Brookings, Inc. (ELC) nonprofit for the benefit of South Dakota State University (SDSU) as an affiliated entity. Following this approval, SDSU, in consultation with the SDBOR Executive Director and General Counsel, adopted revised governing documents and appointed an Early Learning Center of Brookings Board (ELC Board) to oversee this non-profit entity. The ELC Board has held numerous meetings to facilitate this transition and establish procedures to provide strong oversight to this non-profit affiliated entity. During this transition, it became apparent to the ELC Board that it would be in the best interest of SDSU and the ELC to transition the ELC to become an SDSU entity, relinquishing its affiliated entity and separate non-profit status. This transition will allow SDSU to utilize the ELC for University purposes that are not possible under the non-profit status regulations, to include the prioritization of children of university faculty, staff, and students for services at the ELC.

IT WAS MOVED by Regent Brown, seconded by Regent Rave, to approve SDSU’s request for approval of the dissolution of the Early Learning Center of Brookings, Inc. for the benefit of South Dakota State University, as set forth herein, subject to execution of contractual documents acceptable to the Executive Director and in a format approved by the Board’s General Counsel. Motion passed.

A copy of the Affiliated Entity – Dissolve Early Learning Center of Brookings, Inc. and Transfer to SDSU can be found on pages **135** to **165** of the official minutes.

6-C Dakota State University Applied Research Corporation (DSU-ARC)

Nathan Lukkes, BOR Chief of Staff, stated that Dakota State University requests that the Board authorize the formation of a nonprofit corporation (DSU-ARC) pursuant to its authority under SDCL chapter 5-29, and consistent with the Articles of Incorporation By-Laws provided in the attachments of the item provided. DSU-ARC will operate the DSU Applied Research Laboratory in Sioux Falls authorized by SB130 from the 2022 Legislative Session and conduct related cyber activities.

IT WAS MOVED by Regent Brown, seconded by Regent Rave, to authorize the incorporation of DSU-ARC by filing the Articles of Incorporation in substantially similar form to those set forth in Attachment I, to adopt the by-laws for the corporation in substantially similar form to those set forth in Attachment II and begin the process of developing the structure and activities necessary to support the purpose of this corporation.

Regent Venhuizen abstained from the vote.

Motion passed.

A copy of the Dakota State University Applied Research Corporation (DSU-ARC) can be found on pages 166 to 178 of the official minutes.

6-D Human Resources Transformation

Kayla Bastian, Chief HR Officer for the BOR, stated that since the August BOR meeting, the steering committee has drafted a project charge (Attachment I) which outlines the goals and expectations of this project. In addition, the committee has developed a project timeline (Attachment II) with project milestones and deliverables that support a phased implementation of changes in the delivery model. The project charge tasks the steering committee with the first two goals, which encompasses the strategic work of developing an overall system human resources delivery model through implementation of Centers of Excellence, establishment of a funding model, definition of the role of human resources, and developing an implementation and communication plan to ensure success.

This project will also be supported by an advisory committee who will be tasked with leading, or participating in, subcommittees that will focus on key functional areas to include classification and compensation, recruitment and retention, training and professional development, standardization of processes and establishment of best practices, and an evaluation of existing shared service centers. The subcommittees will also include individuals from other functional areas to ensure that the new human resources delivery model supports the needs of the campus stakeholders.

The steering committee is requesting that the Board adopt the attached HR Transformation project charge and timeline, these two documents will drive the steering and advisory committees in development of solutions and recommendations that support the goals of the project.

IT WAS MOVED by Regent Brown, seconded by Regent Thares, to adopt the HR Transformation project charge and timeline. Motion passed.

A copy of the Human Resources Transformation can be found on pages 179 to 187 of the official minutes.

6-E SDSU Larson Commons Renovations Preliminary Facility Statement (PFS)

Barry Milkea, SDSU Associate Vice President of Facilities and Services, stated that South Dakota State University requests approval of its Preliminary Facility Statement (PFS) and accompanying work request for a project to renovate Larson Commons. SDSU also requests exemption from the remainder of the Capital Improvement Process due to the nature of the project and the appointment of a building committee as required to select an architecture and engineering firm, construction manager, and to complete statutory requirements for bidding the project.

IT WAS MOVED by Regent Brown, seconded by Regent Rave, to approve SDSU's Preliminary Facility Statement for the Larson Commons Renovation utilizing auxiliary system and private funds, and to appoint a building committee representative to oversee this project. Motion passed.

A copy of the SDSU Larson Commons Renovations Preliminary Facility Statement (PFS) can be found on pages 188 to 192 of the official minutes.

6-F SDSU Research High Tunnels Preliminary Facility Statement (PFS)

Barry Milkea, SDSU Associate Vice President of Facilities and Services, stated that South Dakota State University is submitting its Preliminary Facility Statement for the construction of two pre-engineered high tunnel structures, constructed by two 30 foot by 96 foot solar-heated, passively ventilated, and plastic covered structures. SDSU requests exemption from the remainder of the Capital Improvement Project process due to the limited scope of the project and definition of new construction.

IT WAS MOVED by Regent Brown, seconded by Regent Rave, to approve SDSU's Preliminary Facility Statement for construction of two Research High Tunnels funded through a combination of federal grants and other institutional funds. Motion passed.

A copy of the SDSU Research High Tunnels Preliminary Facility Statement (PFS) can be found on pages 193 to 197 of the official minutes.

6-G HEFF Cash Flow Statement

Heather Forney, System Vice President of Finance and Administration, stated that Attachment I of the item provided is a cash flow statement for the Higher Education Facilities Fund as of October 2022. The statement presents actual and planned revenues and expenditures for FY18 through FY35.

The remaining projects on the 2012 Ten-Year Plan can be found in Attachment II. Based on current assumptions and revenues, \$10.5M of projects were bonded in FY22 and \$12.5M will be bonded in FY27. If this timeline holds true, it will have taken us 15 years to complete the projects that we originally thought we had the cash flow to complete in 10 years.

Since both the USD Allied Health Facility (\$7.5M) and the E.Y Berry Library (\$3.0M) projects were approved during the 2020 legislative session and those projects were already in progress, we moved forward with a \$10.5M bond issuance in FY22. In FY22, the fund also picked up the interest costs portion of the debt service for the SDSU Performing Arts Center, of around \$510,000 per year. The remaining SDSU projects totaling \$12.5M will not be bonded until FY27 based on current projections.

A copy of the HEFF Cash Flow Statement can be found on pages 198 to 201 of the official minutes.

ACADEMIC AND STUDENT AFFAIRS

7-A SDSBVI School Improvement Plan

Dan Trefz, SDSBVI Superintendent, stated that the last strategic plan for SDSBVI was approved in June of 2019, and it is reviewed annually for purposes of improving the SDSBVI. The school's improvement plan assists SDSBVI staff, administration, and their various stakeholders to develop the school's mission and further support meeting the needs of the students attending or being serviced by SDSBVI. This is an informational item for the Board as to the accreditation and strategic planning evaluation that was most recently conducted.

A copy of the SDSBVI School Improvement Plan can be found on pages **202** to **213** of the official minutes.

7-B SDSBVI Comprehensive Plan for Special Education

Dan Trefz, SDSBVI Superintendent, stated that Each local school district and accredited school is required to annually submit a Comprehensive Plan for Special Education to the South Dakota Department of Education that details how the school will implement federal and state laws and special education regulations. Each year the Board of Regents is asked to approve the Comprehensive Plan developed by SDSBVI staff. Local school boards across the state are required to approve similar plans, and since the SDBOR serves in this capacity for SDSBVI, formal Board approval is required prior to submission.

IT WAS MOVED by Regent Wink, seconded by Regent Rave, to approve the South Dakota School for the Blind and Visually Impaired's Comprehensive Plan for Special Education as presented for signature by the BOR President. Motion passed.

A copy of the SDSBVI Comprehensive Plan for Special Education can be found on pages **214** to **229** of the official minutes.

7-C West River Health Sciences and Monument Health

Dr. Janice Minder, System Vice President for Academic Policy and Planning, supported by Dr. Laurie Nichols, BHSU President, and Dr. Barry Dunn, SDSU President, stated that Senate Bill 55 Task Force (SB55) recommendations included strong evidence to support movement to one nursing program. The recommendation of SB55 was that a memorandum of understanding would be entered in to govern the work of the WRHSC steering committee. The desire of Monument Health was to move the lease out of the original memorandum of understanding and into a new lease agreement. Therefore, this lease agreement will be entered into between the Board of Regents and Monument Health for space needs until the building project is completed at Black Hills State University.

The Lease and the Memorandum of Understanding presented have been evaluated by the WRHSC steering committee which includes representation from Monument Health, Black Hills State University, South Dakota State University, and the Board of Regents. Legal counsel Nathan

Lukkes has evaluated the attached Lease and Memorandum of Understanding to ensure it meets the requirements of the Board of Regents.

Regent Thares posed a question on if a student is an athlete, how would this agreement and movement into one program affect those types of students; President Nichols indicated that she will look into that and will need to follow up at a later date.

IT WAS MOVED by Regent Wink, seconded by Regent Rave, to approve the attached Lease and Memorandum of Understanding as presented authorizing the president of the board to sign. This Lease and Memorandum of Understanding replace any previous agreement with respect to the West River Health Science Center and Committee. Motion passed.

A copy of the West River Health Sciences and Monument Health can be found on pages **230** to **246** of the official minutes.

7-D (1) BOR Policy Revisions – BOR Policies 1:10:1 through 1:10:6 – University Mission Statements (First and Final Reading)

Dr. Janice Minder, System Vice President for Academic Policy and Planning, stated that this item is another follow up from the Senate Bill 55 Task Force recommendations. The updated policies presented now reflect a more university specific mission for which the university has been designated as one of three categories: Comprehensive Regional, Special Focus or Research. These designations were initially recommended by the SB55 taskforce and further adopted by the Board of Regents and universities.

IT WAS MOVED by Regent Wink, seconded by Regent Thares, to (1) waive the two-reading requirement of By-Laws Section 5.5.1, and (2) approve the first and final reading of the new proposed BOR Policies 1:10:1 through 1:10:6, as presented in Attachment I. Motion passed.

A copy of the BOR Policy Revisions – BOR Policies 1:10:1 through 1:10:6 – University Mission Statements (First and Final Reading) Can be found on pages **247** to **267** of the official minutes.

7-D (2) BOR Policy Revisions – BOR Policy 1:10:7 – SDSD Mission Statement (First and Final Reading)

Dr. Janice Minder, System Vice President for Academic Policy and Planning, stated that the change in their mission statement reflect moving to the new policy template and highlighting the unique services the SDSD offers.

IT WAS MOVED by Regent Wink, seconded by Regent Rave, to (1) waive the two-reading requirement of By-Laws Section 5.5.1, and (2) approve the first and final reading of the new proposed BOR Policy 1:10:7, as presented in Attachment I. Motion passed.

A copy of the BOR Policy Revisions – BOR Policy 1:10:7 – SDSD Mission Statement (First and Final Reading) can be found on pages **268** to **271** of the official minutes.

7-D (3) BOR Policy Revisions – BOR Policy 1:10:8 – SDSBVI Mission Statement (First and Final Reading)

Dr. Janice Minder, System Vice President for Academic Policy and Planning, stated that the change in their mission statement reflect moving to the new policy template and highlighting the unique services the SDSBVI offers.

IT WAS MOVED by Regent Wink, seconded by Regent Rave, to (1) waive the two-reading requirement of By-Laws Section 5.5.1, and (2) approve the first and final reading of the new proposed BOR Policy 1:10:8, as presented in Attachment I. Motion passed.

A copy of the BOR Policy Revisions – BOR Policy 1:10:8 – SDSBVI Mission Statement (First and Final Reading) can be found on pages 272 to 275 of the official minutes.

7-D (4) BOR Policy Revisions – Revised BOR Policy 4:27 – Drug Free Environment (First Reading)

Dr. Janice Minder, System Vice President for Academic Policy and Planning, stated that the context of this policy in general has not been modified. The changes proposed reflect current practice and attempts to bring this policy into the current format and template.

IT WAS MOVED by Regent Wink, seconded by Regent Rave, to approve the first reading of the proposed revisions to BOR Policy 4:27 – Drug Free Environment, as presented. Motion passed.

A copy of the BOR Policy Revisions – Revised BOR Policy 4:27 – Drug Free Environment (First Reading) can be found on pages 276 to 282 of the official minutes.

7-D (5) BOR Policy Revisions – Revised BOR Policy 4:4 – Non-Faculty Exempt Employment Provisions; BOR Policy 4:7 – Grievance – Faculty; and BOR Policy 4:14 – Faculty Remediation and Remediation Procedures (First Reading)

Nathan Lukkes, BOR Chief of Staff, stated that the proposed revisions set forth in BOR Policies 4:4, 4:7 and 4:14 provide additional clarification regarding the grievance process, ensure employees maintain the appropriate due process (i.e., grievance rights) for disciplinary matters, while also building in an opportunity to identify issues and correct deficiencies prior to the imposition of certain disciplinary action, ultimately benefiting both employees and the institutions.

IT WAS MOVED by Regent Wink, seconded by Regent Rave, to approve the first reading of the proposed revisions to BOR Policy 4:4, BOR Policy 4:7 and BOR Policy 4:14, as presented. Motion passed.

A copy of the BOR Policy Revisions – Revised BOR Policy 4:4 – Non-Faculty Exempt Employment Provisions; BOR Policy 4:7 – Grievance – Faculty; and BOR Policy 4:14 – Faculty Remediation and Remediation Procedures (First Reading) can be found on pages 283 to 308 of the official minutes.

ADJOURNMENT

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

The meeting adjourned at 10:20 a.m.

Secretary's Executive Session Report

The Board convened in Executive Session pursuant to the vote of the majority of the Board present and voting at its public meeting on Wednesday, October 5th, in accordance with SDCL § 1-25-2 to discuss matters authorized therein. Following executive session, on October 6th, 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-B. Approve the City of Sioux Falls Grant Agreement in substantially similar form as presented, without restricting the ability of the parties to further revise the agreement, subject to the final approval of the Executive Director.*
- 2-G. Adopt the recommended decision and findings of fact and conclusions of law pertaining to USD Faculty Grievance No. 2022-1.*
- 2-H. Authorize the Executive Director to issue a determination on SDSU Faculty Appeal No. 2022-01, consistent with the Board's direction.*
- 2-I. Authorize the General Counsel and Executive Director to proceed with the legal matter(s) within the parameters discussed.*
- 2-J. Approved the leave request for Xinhua Bai (SDSMT) and Russ Daly (SDSU) as presented.*
- 2-K. Award one (1) year of prior service credit toward tenure and one (1) year of prior service credit toward promotion each for Christopher Near (NSU) and Congzhou Wang (SDSMT); and award two (2) years of prior service credit toward promotion for Christine Mathews (SDSMT).*
- 2-L. Award an honorary Doctor of Public Service to Mr. Pete Lien (SDSMT) and Mr. Randy Parcel (SDSMT).*
- 2-N. Approve the salary adjustments and appointments as outlined in Attachment I.*

BLACK HILLS STATE UNIVERSITY						
Name	Title	Effective date	Job Change Reason	Requested Salary	Previous Salary	% Increase
Leah Shockey	Chief Foundation Accounting Officer	7/22/2022	Retention/Market	\$85,000.00	\$60,274.00	41.0%
SOUTH DAKOTA SCHOOL OF MINES & TECHNOLOGY						
Name	Title	Effective date	Job Change Reason	Requested Salary	Previous Salary	% Increase
Amian Kar	Research Scientist II	10/22/2022	Permanent Additional Duties	\$65,000.00	\$58,300.00	11.5%
SOUTH DAKOTA STATE UNIVERSITY						
Name	Title	Effective date	Job Change Reason	Requested Salary	Previous Salary	% Increase
Cabot-Ann Christofferson	Research Scientist IV	10/22/2022	Permanent Additional Duties	\$114,000.00	\$89,971.00	26.7%
SOUTH DAKOTA STATE UNIVERSITY						
Name	Title	Effective date	Job Change Reason	Requested Salary	Previous Salary	% Increase
Mary Olson	Healthcare Coordinator - RN	7/22/2022	Permanent Additional Duties	\$63,902.00	\$58,094.00	10.0%

UNIVERSITY OF SOUTH DAKOTA						
Name	Title	Effective date	Job Change Reason	Requested Salary	Previous Salary	% Increase
Tuyen Do	Researcher III	9/22/2022	Prevailing Wage Requirements	\$58,178.00	\$52,677.00	10.4%

APPOINTMENTS REPORTING TO THE PRESIDENT, SUPERINTENDENT or EXECUTIVE DIRECTOR			
NAME	TITLE	EFFECTIVE DATE	INSTITUTION
Vernon Brown	Associate VP of External Affairs	9/30/2022	SDSU

SOUTH DAKOTA BOARD OF REGENTS

AGENDA ITEM: 3 – C (1)

DATE: October 5-6, 2022

SUBJECT

DSU Student Organization Awards

CONTROLLING STATUTE, RULE, OR POLICY

None

BACKGROUND / DISCUSSION

At the March 2022 Board of Regents meeting, the Board approved recommendations offered by each institution for the 2021 student organization award winners. The winners of these awards are announced at Board meetings throughout 2021. Dakota State University (DSU) Student Organization Awards will be presented at the October BOR meeting in Madison.

DSU Award for Academic Excellence: Phi Beta Lambda (PBL) Business Club

Phi Beta Lambda's purpose is to combine business and education together into a positive relationship using innovative leadership and career development programs. PBL provides members the unique opportunity to build leadership, teamwork, networking, and project management skills. In addition, the club participates in several campus and community activities. Members are encouraged to attend state and national leadership conferences. At these conferences, members advance their business skills, develop a professional resume, and network with business leaders. Members also compete in a variety of competitive events which are designed to put classroom lessons into practice. Competitive events are not all business related and are beneficial to students of all majors. Finally, bi-weekly meetings are held for members to voice their opinions and ideas on actions PBL should take.

DSU Award for Community Service: Photography Club

The Photography club provides unique opportunities to serve people in the community. Throughout the past year, the club has been able to provide its services to three different organizations and continues to equip students to use their skills to serve the community on their own. Some of their activities have included a photo shoot at the Madison Regional Health System, shooting professional headshots at the Career and Internship Fair to help people put their best selves forward, and over the holiday season provided families with the opportunity to take Christmas photos for those that may have been too busy or couldn't afford photos.

(Continued)

INFORMATIONAL ITEM

DSU Award for Organizational Leadership: The Alliance

The goal of The Alliance is to provide a welcoming environment on campus for students of all identities and orientations. Their members make significant contributions to the campus community through their time, actions, talents and dedication along with the many events and activities hosted throughout the academic year. They strive to be role models on campus for leadership, compassion, and service.

IMPACT AND RECOMMENDATIONS

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

ATTACHMENTS

None

SOUTH DAKOTA BOARD OF REGENTS

AGENDA ITEM: 3 – C (2)

DATE: October 5-6, 2022

SUBJECT

SDSU Student Organization Awards

CONTROLLING STATUTE, RULE, OR POLICY

None

BACKGROUND / DISCUSSION

At the March 2022 Board of Regents meeting, the Board approved recommendations offered by each institution for the 2021 student organization award winners. The winners of these awards are announced at Board meetings throughout 2021. South Dakota State University (SDSU) Student Organization Awards will be presented at the October BOR meeting in Madison.

SDSU Award for Academic Excellence: Student College of Clinical Pharmacy (SCCP)

The goal of SCCP is to advance students' education of clinical pharmacy and pharmacotherapy through the support and promotion of research and training. They do this through various activities and events throughout the academic year such as: monthly journal clubs that correlate with current topics in their classes, statistic reviews, an annual clinical research challenge, an annual clinical pharmacy challenge, and speaker panels to increase student exposure to different areas of pharmacy practice and possible specialist positions.

SDSU Award for Community Service: University Program Council (UPC)

The University Program Council (UPC) is designed to serve as the primary programming organization at SDSU to provide educational, social recreational cultural programs and leadership opportunities for the growth of the SDSU community. Members of UPC must maintain 6-7 office hours/week along with 2-3 promotional hours/week, attend weekly board and one-on-one meetings, and planning 2-3 events per semester. Members are expected to be punctual, communicative, supportive, be receptive to constructive criticism, and exemplify professionalism with each other, other students, university staff and guests.

The UPC of SDSU has made community service and the inclusion of nonprofit organizations in the Brookings area an overarching theme this past year. From hosting events off-campus to give back to the community and local businesses to inviting local

(Continued)

INFORMATIONAL ITEM

service organizations and nonprofits to campus, the UPC understands the importance of highlighting the excellent work being done in the community.

SDSU Award for Organizational Leadership: Chi Omega

Chi Omega strives to provide each sister with a commitment to personal integrity, excellence in academic and intellectual pursuits, inter-generational participation, community service, leadership opportunities, social enrichment, and allowing its members to be a part of something bigger than themselves. During the Fall 2021 semester, the Xi Theta chapter worked to organize the most successful Wish Week they ever experienced. Chi Omega raised over \$9,000 in five days through multiple fundraisers including 4k in a day, a pancake feed, pie at chi, a bake sale and a tip night. As a result, the Xi Theta chapter was able to grant a local wish for a child in the Brookings area.

IMPACT AND RECOMMENDATIONS

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

ATTACHMENTS

None

SOUTH DAKOTA BOARD OF REGENTS

AGENDA ITEM: 3 – H
DATE: October 5-6, 2022

SUBJECT

2023 SDBOR Meeting Calendar

CONTROLLING STATUTE, RULE, OR POLICY

[Board of Regents' By-Laws, Section 5.0](#)

BACKGROUND / DISCUSSION

Per the Board By-Laws, an annual schedule of meetings shall be prepared in advance by the Board.

IMPACT AND RECOMMENDATIONS

The proposed calendar of 2023 Board of Regents meeting dates can be found in Attachment I.

ATTACHMENTS

Attachment I – Calendar of 2023 Dates and Locations

DRAFT MOTION 20221005_3-H:

I move to accept the dates and locations proposed on the 2023 Board of Regents Meeting Calendar in Attachment I.

2023 SDBOR Meeting Calendar

BOR ITEMS DUE (from campus)	COPS TOPICS DUE (from Presidents)	COPS MAILOUT	COPS MEETING*	BOR INTERNAL POSTING	BOR MAILOUT	BOR MEETINGS	BOR MEETING LOCATION
February 27	March 7	March 7	March 14	March 16	March 21	March 29-30, 2023 (Wed-Thurs)	NSU, Aberdeen
April 10	April 13	April 18	April 25	April 27	May 2	May 9, 2023 (Tues)	Zoom
May 22	May 25	May 30	June 6	June 8	June 13	June 21-22, 2023 (Wed-Thurs)	DSU, Madison
July 3	July 6	July 11	July 18	July 27	August 1	August 8-10, 2023 (Tues-Thurs)	TBD
Sept. 5	Sept. 7	Sept. 12	Sept. 19	Sept. 21	Sept. 26	Oct. 4-5, 2023 (Wed-Thurs)	SDSMT, Rapid City
Nov. 1	Nov. 3	Nov. 7	Nov. 14	Nov. 30	Dec. 5	Dec. 13-14, 2023 (Wed-Thurs)	SDSU, Brookings

**All COPS meetings will be held in Pierre at the BOR office; location may be subject to change at a later date.*

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – A
DATE: October 5-6, 2022

SUBJECT

New BOR Policy 2:36 – Accreditation (Second Reading)

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 1:1](#) – General Authority, Powers, and Purpose of the Board

BACKGROUND / DISCUSSION

Institutional accreditation is required to ensure a university is eligible to receive federal funding and award federal financial aid to its students. It is also a hallmark of academic and institutional quality, integrity, and financial responsibility. Similarly, program accreditation assures stakeholders of the quality and rigor of an academic program, and graduation from an accredited program is required for licensure by some licensing boards.

Each SDBOR university is responsible for maintaining its own institutional accreditation and may seek program accreditation with approval from the Board of Regents. As the governing board for all six universities, the Board of Regents has a role and responsibility in accreditation efforts and a responsibility to oversee the activities of the universities. Currently, there is no policy that explicitly outlines the roles and responsibilities of the Board or the universities pertaining to accreditation.

At the February 2022 AAC meeting, System Vice President for Academic Affairs, Dr. Janice Minder, tasked Dr. Rebecca Hoey and the Accreditation Liaison Officers (ALOs) with drafting a new policy on institutional and program accreditation. The group reviewed policies from all SHEEO agencies and identified accreditation policies in the Alaska, Florida, Idaho, Iowa, Maine, Minnesota, Mississippi, Montana, North Dakota and Wisconsin systems. The policies were studied for commonalities and for policy language particularly appropriate to the South Dakota Board of Regents. From that research, the group drafted a proposed policy governing accreditation for the SDBOR (Attachment I).

(Continued)

DRAFT MOTION 20221005_5-A:

I move to approve the second and final reading of new BOR Policy 2:36 – Accreditation, as presented.

Accreditation Liaison Officers:

- BHSU – Dr. Pam Carriveau
- DSU – Dr. Jeanette McGreevy
- NSU – Dr. Erin Fouberg
- SDSMT – Dr. Darcy Briggs
- SDSU – Dr. Teresa Seefeldt
- USD – Dr. Lisa Bonneau

IMPACT AND RECOMMENDATION

The accreditation officers provided their recommendation and proposed draft policy to the Academic Affairs Council. The Academic Affairs Council (AAC) has reviewed and provided support for the attached policy. This policy outlines governance by the Board of Regents and documents the required reporting on accreditation to the BOR academic staff.

This is the second reading of the proposed draft of this new policy. A few minor revisions have been made since the first reading at the August 2022 BOR meeting and are highlighted **yellow** within Attachment I.

Board academic staff recommends approval.

ATTACHMENTS

Attachment I – New BOR Policy 2:36 – Accreditation

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Accreditation

NUMBER: 2:36

A. PURPOSE

To establish accreditation responsibilities for the Board of Regents and Regental Institutions. Accreditors establish and measure stringent criteria on academic quality, institutional effectiveness, and responsible conduct. An institution's accreditation status informs stakeholders of the legitimacy of higher education institutions and programs. The federal government requires that higher education institutions be accredited to be eligible for federal funding and to provide students with federal financial aid.

B. DEFINITIONS

1. **Academic Program:** Undergraduate (associate or bachelor) and graduate/professional (master, specialist, doctorate) degrees approved and offered at each of the Regental institutions.
2. **Institutional Accreditation:** Holding accreditation from one of the following institutional accrediting bodies, unless otherwise specified: Middle States Commission on Higher Education (**MSCHE**), New England Association of Schools and Colleges (**NEASC**), Higher Learning Commission (**HLC**), Northwest Commission on Colleges and Universities (**NWCCU**), Southern Association of Colleges and Schools Commission on Colleges (**SACSCOC**), WASC Senior College and University Commission (**WSCUC**).
3. **Program Accreditation:** Holding accreditation from a specialized accrediting organization for a specific academic program that leads to a profession.

C. PRINCIPLES, EXPECTATIONS AND POLICY STATEMENTS

1. **Board of Regents Policy 1:0, 1:1, SDCL § 13-49 through § 13-53, and the South Dakota Constitution, Article XIV, Section 3 provides the authority to govern the university system. To support the institutions in their pursuit of accreditation goals and accreditation review, the Board of Regents will provide reporting and documentation as needed in meeting the requirements of the core components.**
2. 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 will each, based on its own merits and the quality of its programs, retain individual institutional accreditation.
3. An institution may, with approval from the Board of Regents, seek program accreditation for an academic program ([BOR Policy 1.10](#)).

4. Program accreditation may be necessary when the program prepares students for licensure, where the licensing agency requires applicants graduate from a program with specific program accreditation.
5. Program accreditation is voluntary, though strongly encouraged, when it is appropriate, aligned with the mission of the university, and lends credibility to the program, university, and graduates.
- ~~6. As the governing body, pursuant to South Dakota Codified Law (SDCL) § 13-49 through § 13-53, the Board of Regents will comply with the requirements for governing boards set forth by the universities' institutional accreditor.~~

D. ACCREDITATION PROCEDURES AND REPORTING

1. The Board of Regents and the Executive Director or designee will participate in accreditation visits as directed by the accreditation organization or requested by the institution.
2. The institution will report the status of institutional and programmatic accreditation by August 1 annually to the Board Academic Affairs office. The report should identify the following for institutional and each programmatic accreditation:
 - 2.1. Name of accreditation agency
 - 2.2. For each programmatic accreditation agency, the program CIP codes
 - 2.3. Frequency of accreditation
 - 2.4. Year of last accreditation decision
 - 2.5. Status of accreditation (i.e., initial, continuing, probation)
 - 2.6. Next scheduled accreditation visit
3. The Board Academic Affairs office will compile an Accreditation Status Report to be provided to the Board of Regents at their October meeting.
4. Institutions will provide to the Board of Regents a copy of the accreditation status letter received from its institutional accreditor following a reaccreditation cycle.
5. Institutions will provide to the Board of Regents a copy of any accreditation status letter or notification of accreditation status pertaining to programmatic accreditation with the submission of its comprehensive program review report.

FORMS / APPENDICES:

None

SOURCE:

BOR October 2022.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – B
DATE: October 5-6, 2022

SUBJECT

Repeal BOR Policy 1:21 – System Strategic Goals (First and Final Reading)

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 1:21](#) – System Strategic Goals
[SDBOR Strategic Plan](#)

BACKGROUND / DISCUSSION

The SDBOR Strategic Plan was approved at the March 2022 BOR meeting. As a result, the approved strategic plan replaces BOR Policy 1:21 – System Strategic Goals. Therefore, BOR Policy 1:21 has been recommended for repeal.

- [BOR Policy 1:21](#) – System Strategic Goals

IMPACT AND RECOMMENDATION

The Academic Affairs Council (AAC) has reviewed and support the repealing of policy 1:21.

Board academic staff recommend approval.

ATTACHMENTS

Attachment I – Repeal BOR Policy 1:21

DRAFT MOTION 20221005_5-B:

I move to (1) waive the two-reading requirement of By-Laws Section 5.5.1, and (2) approve the first and final reading to appeal BOR Policy 1:21, as presented.

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: ~~System Strategic Goals~~

NUMBER: ~~1:21~~

A. PURPOSE

~~To align system strategic goals with the Strategic Plan approved by the Board of Regents. Specific action steps for the goals stated in this policy are found in the South Dakota Board of Regents Strategic Plan 2014-2020 approved by the Board at the October 2014 meeting.~~

B. DEFINITIONS

- ~~1. **Strategic Plan:** is the South Dakota Board of Regents Strategic Plan 2014-2020 approved by the Board at the October 2014 meeting.~~
- ~~2. **STEM:** refers to programs, courses, and occupations in science, technology, engineering, and mathematics.~~
- ~~3. **2020 Vision: The South Dakota Science & Innovation Strategy:** is the state-wide science and technology development strategy for the South Dakota.~~

C. POLICY

1. Mission

~~The Board of Regents' mission is to provide an excellent, efficient, accessible, equitable and affordable public university and special schools system that improves South Dakota's overall educational attainment and research productivity, while enriching the intellectual, economic, civic, social, and cultural life of the state, its residents, and its communities.~~

2. Vison for South Dakota

~~The public university and special schools system will educate more individuals to higher levels to enhance state workforce development and will move more research into viable businesses to support state economic development.~~

~~To align system priorities in a meaningful way, we offer here a sense of the South Dakota that might come to exist in the decades ahead:~~

- ~~2.1. South Dakota's population will be more highly educated;~~
- ~~2.2. South Dakotans will have increased access to continuing education opportunities needed to upgrade their credentials while remaining in the workforce;~~
- ~~2.3. South Dakota will have a working-age population with advanced levels of education needed to support our democracy and the modern, knowledge-based economy;~~

- ~~2.4. The South Dakota economy will benefit from significant increases in university and associated research-derived commercialization activities;~~
- ~~2.5. South Dakota will be a recognized national leader in the use of information technology to enhance its educational, economic, social, scientific, and political development.~~

~~3. Goals~~

~~The Board of Regents are committed to four major goals that will guide the actions of the Board, its system, and institutional leaders. The goals are student success, academic quality and performance, research and economic development, and affordability and accountability.~~

~~3.1. Student Success~~

~~The role of the Board of Regents is to enact and monitor policy, advocate for state investment, create incentives to the universities, and monitor and evaluate institutional outcomes to achieve the intended outcomes.~~

~~3.1.1. Student Success Intended Outcomes:~~

- ~~3.1.1.1. Grow the number of undergraduate and graduate degrees awarded.~~
- ~~3.1.1.2. Increase the number of degrees awarded to Native American students.~~
- ~~3.1.1.3. Improve system first year retention rates.~~
- ~~3.1.1.4. Improve institutional four year and six year graduation rates.~~
- ~~3.1.1.5. Reduce the percentage of entering students requiring remediation.~~

~~3.1.2. Student Success Action Steps:~~

- ~~3.1.2.1. Expand educational access.~~
- ~~3.1.2.2. Work with campuses to improve student retention and completion.~~

~~3.2. Academic Quality and Performance~~

~~The Board of Regents is committed to offering the highest quality academic programs that educate students broadly through strong Arts and Sciences offerings, coherent general education requirements, and majors and minors that prepare students with the skills and knowledge to thrive in a rapidly changing world.~~

~~3.2.1. Academic Quality and Performance Intended Outcomes:~~

- ~~3.2.1.1. Improve the pass rates on licensure and certification exams.~~
- ~~3.2.1.2. Increase the number of accredited programs.~~
- ~~3.2.1.3. Continue to approve new graduate programs.~~
- ~~3.2.1.4. Grow the number of students participating in experiential learning.~~

~~3.2.2. Academic Quality and Performance Action Steps:~~

- ~~3.2.2.1. Continually review existing programs for quality, rigor, and relevance in South Dakota's modern economy.~~

~~3.2.2.2. Support and promote institutional and programmatic accreditation where appropriate.~~

~~3.2.2.3. Encourage student engagement in research and service.~~

~~3.3. Research and Economic Development~~

~~These goal align with the 2020 Vision: The South Dakota Science & Innovation Strategy which provides a framework for driving research and economic development within the state. Increasing the annual system research and contract expenditures will advance knowledge, enhance technology transfer and commercialization, and catalyze economic development.~~

~~3.3.1. Research and Economic Development Intended Outcomes:~~

~~3.3.1.1. Increase grant and contract expenditures.~~

~~3.3.1.2. Increase the number of invention disclosures.~~

~~3.3.1.3. Increase the number of signed license agreements.~~

~~3.3.1.4. Increase the number of licenses signed with start-up companies.~~

~~3.3.1.5. Increase the number of graduates from STEM programs.~~

~~3.3.2. Research and Economic Development Action Steps:~~

~~3.3.2.1. Support the universities' efforts to enhance research and development productivity through grants and contracts in key research sectors, recognizing the mission of each of the Regental universities.~~

~~3.3.2.2. Expand educational opportunities in the areas of science, technology, engineering, and mathematics.~~

~~3.3.2.3. Contribute to the state's workforce and economic development.~~

~~3.4. Affordability and Accountability~~

~~Reduce SD tuition and fees ranking to the regional average by 2020. Advocate for increased public investment to make higher education affordable for every South Dakotan. Manage public higher education to promote transparency and a clearer understanding of the costs of higher education.~~

~~3.4.1. Affordability and Accountability Intended Outcomes:~~

~~3.4.1.1. Reduce the three year federal loan default rate.~~

~~3.4.1.2. Improve the system's regional ranking for undergraduate resident tuition and fees.~~

~~3.4.1.3. Reduce student support of operating costs to fifty percent.~~

~~3.4.1.4. Reduce education and related spending per degree.~~

~~3.4.1.5. Increase the number of students served by the special schools.~~

~~3.4.2. Affordability and Accountability Action Steps:~~

~~3.4.2.1. Streamline academic delivery and support services.~~

- ~~3.4.2.2. Manage and control costs passed on to students and increase available support to students.~~
- ~~3.4.2.3. Demystify and simplify public higher education costs for students and their families, especially South Dakotans, policymakers, and taxpayers by making publically available Regental system aggregated data and individual university data by institution and per student FTE.~~
- ~~3.4.2.4. Ensure that special school and higher education institution strategic plans are aligned with the BOR strategic Plan.~~

FORMS/APPENDICES:

[South Dakota Board of Regents Strategic Plan 2014-2020](#)

SOURCE:

BOR June 1999; BOR October 2010; BOR March 2017

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – C
DATE: October 5-6, 2022

SUBJECT

New Specialization Request – BHSU – Specialization in Health Services Administration – BS in Business Administration

CONTROLLING STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

Black Hills State University (BHSU) requests authorization to offer a specialization in Health Services Administration within the BS in Business Administration. The proposed specialization will focus on a specialty area of business management that involves planning, directing, and coordinating resources and activities within the healthcare field. Graduates in this field work behind the scenes to ensure that healthcare is practiced and delivered in an efficient and compliant manner. This specialization was included as a key part of the recent MOU with Ellsworth Air Force Base.

IMPACT AND RECOMMENDATION

BHSU requests authorization to offer the specialization on campus, at BHSU – Rapid City, and at Ellsworth Air Force Base. BHSU is not requesting additional state resources to offer the program. Six new courses will be required and will be offered under a new prefix for HSAD. Additionally, courses under the HSAD prefix are also offered online through USD. BHSU will offer the business core and general education, and students will be able to select elective courses from either BHSU or USD. Both institutions have AACSB accreditation.

Board office staff recommends approval of the program.

ATTACHMENTS

Attachment I – New Specialization Request Form: BHSU – Health Services Administration – BS in Business Administration

DRAFT MOTION 20221005_5-C:

I move to authorize BHSU to offer a specialization in Health Services Administration 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:	Health Services Administration
NAME OF DEGREE PROGRAM IN WHICH SPECIALIZATION IS OFFERED:	BS Business Administration
BANNER PROGRAM CODE:	BBS.BSA
INTENDED DATE OF IMPLEMENTATION:	8/22/2022
PROPOSED CIP CODE:	540702
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.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Institutional Approval Signature <i>President or Chief Academic Officer of the University</i>	<div style="text-align: right; font-size: small; margin-bottom: 5px;">Click here to enter a date.</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> 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. 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.

Health Services Administration is a specialty area of business management that involves planning, directing, and coordinating resources and activities within the healthcare field. Graduates in this field work behind the scenes to ensure that healthcare is practiced and delivered in an efficient and compliant manner.

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.

BHSU previously had this specialization but removed it due to a temporary decline in industry demand. Demand for this specialization is now returning, with the US Bureau of Labor Statistics (BLS) projecting an estimated 32.5% increase in medical and health services managers between 2020 through 2030¹.

In addition to preparing new graduates, this specialization will serve as continuing education for healthcare workers wanting to move into administrative roles within their organizations.

The Business Administration Degree with a Specialization in Health Services Administration was also included as a key part of our recent MOU with Ellsworth Air Force Base.

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	3	No
BADM	310	Business Finance	3	No
BADM	320	Quantitative Decision Analysis	3	No
BADM	321	Business Statistics II	3	No
BADM	344	Managerial Communications	3	No

¹ <https://www.bls.gov/ooh/management/medical-and-health-services-managers.htm#tab-1>

BADM	350	Legal Environment of Business	3	No
BADM	369	Organizational Behavior & Theory	3	No
BADM	370	Marketing	3	No
BADM	425	Production / Operations Management	3	No
BADM	482	Business Policy and Strategy	3	No
ECON	201	Principles of Microeconomics	3	No
ECON	202	Principles of Macroeconomics	3	No
MIS	205	Advanced Computer Applications	3	No
MIS	325	Management Information Systems	3	No
		Business Elective (BADM, HRM, ECON, ACCT, MIS, THM)	3	No
HRM	460	Human Resource Management	3	No
HSAD	305	Health Service Systems	3	Yes
		Choose 4 of the Following	12	Choose an item.
HSAD	350	Health Services Admin Law and Policy	3	Yes
HSAD	410	Health Services Finance	3	Yes
HSAD	435	Admin of Health Services Organizations	3	Yes
HSAD	450	Health Economics	3	Yes
HSAD	494	Health Services Internship	3	Yes
ACCT	460	Managerial Accounting	3	No

Total number of hours required for completion of specialization

18

Total number of hours required for completion of major

51

Total number of hours required for completion of degree

69

5. Delivery Location

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

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

	Yes/No	Intended Start Date
On campus	Yes	Fall 2022

	Yes/No	If Yes, list location(s)	Intended Start Date
Off campus	Yes	BHSU -- Ellsworth BHSU – Rapid City	Fall 2022

	Yes/No	If Yes, identify delivery methods <i>Delivery methods are defined in AAC Guideline 5.5.</i>	Intended Start Date

Distance Delivery (online/other distance delivery methods)	No		Fall 2022
---------------------------------------------------------------------------	----	--	------------------

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

	Yes/No	If Yes, identify delivery methods	Intended Start Date
Distance Delivery (online/other distance delivery methods)	Yes	8-week classes delivered remotely for EAFB military and civilians	Fall 2022

- 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.*

The following statement is taken from our agreement with Ellsworth Air Force Base. Management/Health Care Administration: BHSU commits to creating a program, Business Administration with a specialization in Health Services Administration, which is available in person and online. The university's School of Business previously offered a program as recently as 2008 in Health Services Administration, and the intent is to revive this initiative and improve on it. The former program would serve as a template with revisions to meet current needs. As current BHSU senior staff have experience with this past offering, the university believes it can have courses in this specialization ready as early as fall 2022.

We are requesting permission to offer the HSAD specialization. New courses offered by BHSU would be staffed by adjunct faculty. The courses would be offered on a rotating basis with a potential of two classes per semester. BHSU received approximately \$200,000 from the SD Legislature to cover operating costs, including costs of instruction, for the first two years of operation at Ellsworth Air Force Base.

USD has indicated that they intend to continue to offer HSAD classes online which would also be available to BHSU students in this program. BHSU will provide the business core and general education courses and award the degree and students will have access to electives from USD. USD is willing to work with BHSU since both schools have AACSB accreditation.

Between the courses offered by BHSU and the online HSAD courses offered by USD, we believe the courses in the specialization could be offered on the rotation listed below.

Fall Semesters	Spring Semesters
HRM 460 -- all	HRM 460 -- all
HSAD 305 -- all	ACCT 460 -- odd
HSAD 350 -- even	HSAD 305 -- all

HSAD 410 -- odd	HSAD 435 -- even
HSAD 494 -- all	HSAD 450 -- odd
	HSAD 494 -- all

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – D (1)

DATE: October 5-6, 2022

SUBJECT

New Site Request – NSU – MEd in Educational Studies (Online)

CONTROLLING STATUTE, RULE, OR POLICY

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

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

BACKGROUND / DISCUSSION

Northern State University (NSU) requests approval to offer the MEd in Educational Studies online. A large number of graduate students seeking the Educational Studies program are working full-time and are unable to attend face-to-face classes during the day. The availability of the MEd in Education Studies would meet the demand for high quality, graduate-level programming that is geared to helping students grow in their profession. Moving the program online would also give students earning other only MEd programs in the School of Education an option to add this degree.

IMPACT AND RECOMMENDATION

NSU anticipates 12 online enrollments and 10 graduates after four years of the program being online. The university requests no new resources.

Board office staff recommends approval to offer the program online.

ATTACHMENTS

Attachment I – New Site Request: NSU – MEd in Educational Studies

DRAFT MOTION 20221005_5-D(1):

I move to approve NSU's new site proposal to offer the MEd in Educational Studies online.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

New Site Request

Use this form to request authorization to deliver an entire existing degree program (graduate program, undergraduate major or minor, certificate, or specialization) at a new site or by distance delivery (including online delivery). Board of Regents approval is required for a university to offer programs off-campus and through distance delivery. 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 Site Request Form to the university website for review by other universities after approval by the Executive Director and Chief Academic Officer.

UNIVERSITY:	NSU
DEGREE(S) AND PROGRAM:	MSEd Educational Studies: Secondary Education / Individualized Interdisciplinary Studies
NEW SITE(S): <i>Include address of new physical locations. Delivery methods are defined in AAC Guideline 5.5.</i>	015 Internet Asynchronous
INTENDED DATE OF IMPLEMENTATION:	Fall 2022
CIP CODE:	13.0301
UNIVERSITY DEPARTMENT:	Elementary and Secondary Education
BANNER DEPARTMENT CODE:	NESE
UNIVERSITY DIVISION:	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 2:11](#), which pertains to new site requests, and that this request meets the requirements outlined in the guidelines.
- This request will not be posted to the university website for review of the Academic Affairs Committee until it is approved by the Executive Director and Chief Academic Officer.

University Approval

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



President (or designee) of the University

7/26/2022

Date

Approved School of Education Curriculum Committee 2-2-22. Approved Dean College of Professional Studies 2-3-22.

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 need for offering the program at the new physical site or through distance delivery?

A large number of the graduate students seeking the Educational Studies program are working full-time, have families and other personal commitments, and are unable to attend classes F2F during the day. To better serve our students, and make the program accessible, offering courses and the program online is critical. Today's workforce is continually moving to online formats, and online learning in graduate school supports the reality that a proficiency in virtual learning is necessary. The availability of the MEd in Educational Studies would meet the demand for high quality, graduate-level programming that is geared to helping our students grow in their profession.

The other MEd programs offered in the School of Education are either entirely online or offer a hybrid of choices and adding the option of obtaining the MEd in Educational Studies creates consistency among graduate programs in the School of Education.

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

No.

3. Are students enrolling in the program expected to be new to the university or redirected from other existing programs at the university? Complete the table below and explain the methodology used in developing the estimates (replace "XX" in the table with the appropriate year).

Students enrolling in the program will most likely be new to the university or alumni of undergraduate education programs at NSU.

	Fiscal Years*			
	1 st	2 nd	3 rd	4 th
<i>Estimates</i>	FY 23	FY 24	FY 25	FY 26
Students new to the university	5	8	10	12
Students from other university programs	0	0	0	0
=Total students in the program at the site	5	12	17	21
Program credit hours (major courses)**	75	180	255	315
Graduates	0	5	8	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.

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

The courses in the MEd Educational Studies are offered with an online option, so there will not be a need to create additional sections. The MEd in Educational Studies is unique to NSU, so creating an online option will not impact existing programs in the Regental system. This option will impact graduate students because it will offer flexibility and availability.

5. Complete the table and explain any special circumstances. Attach a copy of the program as it appears in the current catalog. If there are corresponding program modifications requested, please attach the associated form. Explain the delivery of the new courses and attach any associated new course request forms.

MSEd Educational Studies	Credit hours	Credit hours currently available from this university at this site	Credit hours currently available from other universities available at this site	Credit hours currently available via distance	Credit hours new to this university
System General Education Requirements	0	0	0	0	0
<i>Subtotal, Degree Requirements</i>	0	0	0	0	0
Required Support Courses	6	6	0	6	0
Major Requirements	21	21	0	21	0
Major Electives or Minor	6	6	0	6	0
<i>Subtotal, Requirements of the Proposed Major</i>	33	33	0	33	0
Free Electives	0	0	0	0	0
<i>Total, Degree with Proposed Major</i>	33	33	0	33	0

*If the major will be available in more than one degree (e.g., BA, BS, BS Ed) at the new site(s) and the number or distribution of credits will vary with the degree, provide a separate table for each degree.

FOUNDATION COURSES (6 CREDITS):

- [EDER 761 - Graduate Research and Design](#) 3 credits
- [EPSY 742 - Psychology of Learning](#) 3 credits

SECONDARY EDUCATION PROGRAM

- [EDFN 540 - Classroom Management](#) 2 credits
- [EDFN 568 - Literacy in the Content Area for English Learners](#) 2 credits
- [EDER 515 - Educational Assessment](#) 2 credits
- [EPSY 528 - Child and Adolescent Development](#) 3 credits
- [INED 511 - South Dakota Indian Studies](#) 3 credits
- SEED 500, 7-12 Curriculum and Instruction 3 credits
- [SPED 704 - Inclusive Education](#) 3 credits
- [EDAD 735 - School Law](#) 3 credits
- [SEED 794 - Internship](#) 1-8 credits (5 credits)
- [SEED 795 - Practicum](#) 1-6 credits (1 credit)
- Praxis Content Exam
- PLT Exam

INDIVIDUALIZED INTERDISCIPLINARY STUDIES PROGRAM

- [EDAD 700 - Models of Educational Leadership](#) 3 credits
- [EDAD 715 - Theoretical and Practical Framework for Instructional Leadership](#) 3 credits
- [EDAD 720 - Special Education Law for School Administrators](#) 3 credits
- [EDAD 725 - The Principalship: Theory and Practice](#) 3 credits
- [EDAD 730 - Public School Finance](#) 3 credits
- [EDAD 735 - School Law](#) 3 credits
- EDFN 592, Language Theory and Acquisition for ENL Education 3 credits
- EDFN 592, Curriculum and Instruction for ENL Education 3 credits
- EDFN 592, Language and Culture for Teachers of ENL Learners 3 credits
- EDFN 592, Program Assessment for ENL Education 3 credits

- EDFN 592, Literacy Instruction for ENL Learners **3 credits**
- EDFN 592, ENL Methods and Materials **3 credits**
- [EDER 515 - Educational Assessment](#) **2 credits**
- [EDER 765 - Data Driven Decision Making](#) **3 credits**
- [EDFN 540 - Classroom Management](#) **2 credits**
- [EDFN 542 - Meeting the Diverse Needs of Students and Their Families](#) **2 credits**
- [EDFN 555 - Research-Based Literacy Instruction and Assessment](#) **3 credits**
- [EDFN 575 - Human Relations](#) **3 credits**
- [EDFN 737 - School Culture and Change](#) **3 credits**
- [EDFN 742 - School and Community Partnerships](#) **3 credits**
- [EDFN 752 - Research Based Curriculum and Instruction](#) **3 credits**
- [ELRN 750 - Teaching and Learning with Digital Technology](#) **3 credits**
- [ENGL 513 - Literature of Ancient World](#) **3 credits**
- [ENGL 575 - Creative Writing: Non-Fiction](#) **3 credits**
- [ENGL 580 - Contemporary Rhetoric](#) **3 credits**
- [ENGL 584 - Literary Criticism](#) **3 credits**
- [ENGL 590 - Seminar](#) **1-4 credits**
- [ENGL 790 - Seminar](#) **1-3 credits**
- [EPSY 528 - Child and Adolescent Development](#) **3 credits**
- [HLTH 522 - Nutrition](#) **3 credits**
- [INED 511 - South Dakota Indian Studies](#) **3 credits**
- [MLED 580 - Middle Level Methods](#) **2 credits**
- [MUS 715 - Music Theory Analysis for the Educator](#) **2 credits**
- [MUS 716 - Technology for Music Educators](#) **2 credits**
- [MUS 735 - American Music Survey](#) **2 credits**
- [MUS 743 - Jazz Pedagogy for the Educator](#) **2 credits**
- [MUS 751 - Advanced Conducting and Performance Practice](#) **3 credits**
- [MUS 752 - Advanced Rehearsal Techniques and Pedagogy](#) **3 credits**
- [MUS 766 - School of Music Administration](#) **2 credits**
- [MUS 772 - Research in Music Education](#) **3 credits**
- [MUS 775 - Foundations of Music Education: Psychology, History, and Trends](#) **3 credits**
- [MUS 777 - Curriculum Writing](#) **2 credits**
- [MUS 782 - Foundations of Music Education: Philosophy](#) **3 credits**
- [MUS 785 - General Music Pedagogy](#) **3 credits**
- [PE 511 - Sport Marketing](#) **3 credits**
- [PE 512 - Financial Aspects of Sport](#) **3 credits**
- [PE 514 - Law and Ethics](#) **3 credits**
- [PE 567 - Event Planning and Program Development](#) **3 credits**
- [PE 582 - Theory of Strength Training and Conditioning](#) **3 credits**
- [PE 740 - Organization and Administration of Health, PE, and Coaching](#) **3 credits**
- [PE 744 - Sociological Perspectives of Sport](#) **3 credits**
- [PE 752 - Analysis and Mechanical Principles of Sport Skills](#) **3 credits**
- [PE 754 - Applied Sport Psychology of Effective Coaching](#) **3 credits**
- [PE 758 - Sport Coaching Techniques and Methodology](#) **3 credits**
- [PE 759 - Contemporary Issues in Sport](#) **3 credits**
- [PE 773 - Sport Leadership](#) **3 credits**
- [SEED 550 - Reading and Content Literacy](#) **2 credits**
- [SPED 510 - Behavior Management of Exceptional Children](#) **3 credits**
- [SPED 517 - Vocational-Transitional Programming](#) **2-3 credits**
- [SPED 520 - K-12 Curriculum and Instructional Strategies](#) **3 credits**
- [SPED 521 - Principles of Orientation and Mobility for the Classroom Teacher](#) **3 credits**
- [SPED 523 - Foundations of Teaching Students who have Visual Impairments](#) **2 credits**
- [SPED 524 - Educational Methods, Materials, and Access Technology for Students who have Visual Impairments](#) **2 credits**
- [SPED 525 - Educational Implications of the Anatomy and Function of the Eye](#) **3 credits**

- [SPED 531 - Identification and Assessment in Special Education](#) 2-3 credits
- [SPED 534 - Introduction to the Literary UEB Braille Code](#) 2 credits
- [SPED 536 - Introduction to the Nemeth Code/Teaching Reading to the Blind and Visually Impaired](#) 2 credits
- [SPED 560 - Family Systems and Professional Collaboration](#) 2-3 credits
- [SPED 570 - Educational Programming](#) 2 credits
- [SPED 585 - Special Education Law](#) 2 credits
- [SPED 704 - Inclusive Education](#) 3 credits

RESEARCH OPTION FOR INDIVIDUALIZED INTERDISCIPLINARY STUDIES (CHOOSE ONE)

- [EDFN 788 - Master's Research Problem/Project](#) 1-3 credits
- Elective

TOTAL DEGREE: 33 CREDITS

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

Student services will be provided by the Office of Graduate Studies and the Graduate Faculty Program Coordinator of the Educational Studies Program. In addition, each candidate will be assigned a graduate committee and chair who will guide the student throughout the program. The Office of Graduate Studies and the School of Education are accustomed to offering courses and programs online and the faculty members and the program assistant are experienced and proficient in serving students from a distance. For research purposes, the NSU library offers a comprehensive distance service that allows students to access research and references from anywhere.

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

The MEd Educational Studies Secondary Education program option falls under CAEP purview and the curriculum and field experience procedures must align to CAEP standards as well as to the requirements by the state of South Dakota for initial teacher certification. There will not be issues or additional costs as this program aligns to the undergraduate teacher education programs and is held to the same accountability standards and procedures.

The MEd Educational Studies Individualized Interdisciplinary Studies program is not accredited by a specialized accrediting body.

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

No exceptions are being sought for delivery at this new site.

9. Cost, Budget, and Resources related to new courses at the site: Explain the amount and source(s) of any one-time and continuing investments in personnel, professional development, release time, time redirected from other assignments, instructional technology & software, other operations and maintenance, facilities, etc., needed to implement the proposed minor. Complete Appendix B – Budget using the system form.

All courses in the MEd Educational Studies are currently offered online and therefore no additional resources are required related to the site request.

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

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – D (2)

DATE: October 5-6, 2022

SUBJECT

New Site Request – USD – BSEd in Elementary Education (USD – Sioux Falls)

CONTROLLING STATUTE, RULE, OR POLICY

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

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

BACKGROUND / DISCUSSION

The University of South Dakota (USD) requests approval to offer the BSEd in Elementary Education at USD – Sioux Falls. The new site is being proposed for several reasons. First, the USD Teacher Pathway program allows high school students to opportunity to complete introductory courses in Teacher Education to foster their transition into the USD Teacher Education program. However, for many students that participate, they are unable to attend courses face-to-face in Vermillion for various reasons (financial limitations, housing needs, and family support, among others). Paraprofessionals in Sioux Falls looking to become teachers would also benefits from a program in Sioux Falls, close to their place of employment. Additionally, adding the program in Sioux Falls would help address the teacher shortage in South Dakota. Students will take a mixture of in-person courses at USD – Sioux Falls, along with some hybrid courses. Additional faculty will be required at the Sioux Falls site, which is outlined in the proposed budget.

IMPACT AND RECOMMENDATION

USD anticipates 60 online enrollments and 10 graduates after four years of the program being at USD – Sioux Falls. The university requests no new resources.

Board office staff recommends approval to offer the minor online.

ATTACHMENTS

Attachment I – New Site Request: USD – BSEd in Elementary Education

DRAFT MOTION 20221005_5-D(2):

I move to approve USD's new site proposal to offer the BSEd in Elementary Education at USD – Sioux Falls.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

New Site Request

UNIVERSITY:	USD
DEGREE(S) AND PROGRAM:	Elementary Education BSED
NEW SITE(S):	USD-Sioux Falls 4801 N. Career Ave, Sioux Falls, SD 57107
INTENDED DATE OF IMPLEMENTATION:	Fall 2023
CIP CODE:	13.1202
UNIVERSITY DEPARTMENT:	Teacher Residency & Education
BANNER DEPARTMENT CODE:	UTRE
UNIVERSITY DIVISION:	School of Education
BANNER DIVISION CODE:	2E

X	<p><u>Please check this box to confirm that</u> (place an “X” in the left box):</p> <ul style="list-style-type: none"> The individual preparing this request has read AAC Guideline 2:11, which pertains to new site requests, and that this request meets the requirements outlined in the guidelines. This request will not be posted to the university website for review of the Academic Affairs Committee until it is approved by the Executive Director and Chief Academic Officer.
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University Approval

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

President of the University

Date

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

There are several reasons why a new site for the ELED BSED program is needed in Sioux Falls. Currently, the USD Teacher Pathway program allows high school students the opportunity to complete introductory courses in Teacher Education to foster their transition into the USD Teacher Education program. However, for many of the students that complete the teacher pathway program, they are unable to attend at the Vermillion main campus due several factors, including financial limitations, housing needs, and family support. Paraprofessionals in the area looking to become teachers would also benefit from a program in Sioux Falls, close to their place of employment. By adding a new site at USD – Sioux Falls, we would be better able to recruit these students into our Teacher Education program. Another need this new site request would address is the high need for teachers both in Sioux Falls and across the state. The state of South Dakota is experiencing a teacher shortage and there is a projected increase in the number of teachers in the state over the next five years with a specific

increase in demand in elementary teachers. EMSI data¹ also corroborates this, indicating that the demand for teachers in South Dakota is 13% higher than the national average. In addition, at the South Dakota Teacher Compensation Review Board Summit², presenters shared that the number of unfilled teaching vacancies in South Dakota was higher during the 2020-21 school year than the prior four years. In the last year, both the USD Division of Teacher Residency & Education and the Center for Student Professional Services office have been inundated with requests from school principals and superintendents seeking our graduates to meet current mid-year vacancies and anticipated openings for the next school year. Having this site at USD – Sioux Falls would also address the increasing demand for teachers and build on the current Associates in General Studies – Education program.

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

No other Regental university is currently authorized to offer an Elementary Education program at USD- Sioux Falls. However, DSU offers a bachelor’s program in Elementary Education online. USD is seeking authorization for a new site in Sioux Falls because we are working to meet the high demand for new teachers in the state, specifically in the Sioux Falls area where there is an especially high need for new teachers. The USD School of Education has also established other partnerships and programs in the Sioux Falls area (Sioux Falls & Harrisburg Schools, paid internship programs) making this new site request a logical next step to strengthening those partnerships. Given the high need for new teachers in the Sioux Falls School District, the district has shared that they are in full support of this new site. Further, first generation students, such as those served by the Teacher Pathway program, would be better served by a face-to-face program where they can also receive student supports such as mentoring and tutoring and individualized instruction distinct from online learning that may more heavily rely on independent learning.

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

	Fiscal Years*			
	1 st	2 nd	3 rd	4 th
<i>Estimates</i>	FY 23	FY 24	FY 25	FY 26
Students new to the university	10	15	15	20
Students from other university programs	0	0	0	0
=Total students in the program at the site	10	25	40	60
Program credit hours (major courses)**	160	490	875	1245
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.

¹ EMSI. (2021). *Program Demand Gap Analysis: Economic Overview and Review of Academic Programs*. Pierre, SD: South Dakota Board of Regents.

² South Dakota Department of Education (2021). *South Dakota Teacher Compensation Review Board* [presentation]. Teacher Compensation Review Board, online.

The methodology for the table above was based on the number of students who have contacted USD – Sioux Falls staff and expressed interest in pursuing a career in Elementary Education that are currently in the Sioux Falls area. We anticipate that with advertising and recruitment, we can steadily increase enrollment in the program over time. We do not anticipate students from other university programs to join the ELED BSED program at USD – Sioux Falls. The potential students in this program are likely to be single parents, working adults, Teacher Pathway students, and other individuals that are place-bound in the Sioux Falls region. Program credit hours were calculated by multiplying the total students in the program by 30 credits per academic year. This would allow students to finish their degree in four years and is consistent with current advising in the existing ELED BSED site in Vermillion and with other degree programs currently offered at USD – Sioux Falls.

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

There are no perceived impacts on existing programs in the Regental system as the students we are targeting are those that are place bound in the Sioux Falls area and not currently able to enroll in face-to-face programs at any Regental institution (i.e., DSU, SDSU, USD). In addition, we don't anticipate any impact on the DSU online ELED degree program as the students we are targeting in Sioux Falls. By adding a predominantly face-to-face option for these students that are place-bound in the Sioux Falls area, we will be able to create a pathway for them to become elementary teachers that otherwise would not exist. In doing so, we will be better able to meet the high demand for new teachers in the Sioux Falls region.

5. Complete the table and explain any special circumstances. Attach a copy of the program as it appears in the current catalog. If there are corresponding program modifications requested, please attach the associated form. Explain the delivery of the new courses and attach any associated new course request forms.

Bachelor's of Education, Elementary Education	Credit hours	Credit hours currently available from this university at this site	Credit hours currently available from other universities available at this site	Credit hours currently available via distance	Credit hours new to this university
System General Education Requirements	15	15	0	15	n/a
<i>Subtotal, Degree Requirements</i>	15	15	0	15	n/a
Required Support Courses					
Major Requirements	95	52	0	73	n/a
Major Electives or Minor					
<i>Subtotal, Requirements of the Proposed Major</i>	95	67	0	73	n/a
Free Electives	10	10	0	10	n/a
<i>Total, Degree with Proposed Major</i>	120	120	0	88	n/a

*If the major will be available in more than one degree (e.g., BA, BS, BS Ed) at the new site(s) and the number or distribution of credits will vary with the degree, provide a separate table for each degree.

**Bachelors of Education, Elementary Education: Total 120 credit hours (Current Program)
95 Major Hours**

Departmental Requirements (50 Hours)

- EDFN 338 - Foundations of American Education (C) 2
- ELED 121 - Physical Science for Elementary School Teachers 2

- ELED 121L - Physical Science Lab 1
- ELED 162 - Geography and World History for Elementary Teachers 3
- ELED 296 - Field Experience (C) 1
- ELED 320 - K-8 Science Methods (C) 2
- ELED 331 - K-8 Math Methods Seminar I 3
- ELED 344 - Integrated Literacy I K-8 3
- ELED 345 - Integrated Literacy II K-8 3
- ELED 360 - K-8 Social Science Methods (C) 2
- ELED 394 - Internship (C) 1
- ELED 433 - Professional and Ethical Issues 1
- ELED 459 - Introduction to Literacy Assessment and Remediation (C) 2
- ELED 462 - Teaching English as a New Language (C) 2
- ELED 488 - K-8 Student Teaching (C) 12
- ELED 498 - Undergrad Research/Scholarship (C) 1
- SPED 100 - Introduction to Persons with Exceptionalities (C) 3
- SPED 441 - Inclusive Methods for Diverse Learners (C) 2
- TET 200 - Technology to Improve Learning 2
- TET 400 - Methods in Educational Technology & Media 2

Non-departmental Requirements (45 Hours)

- BIOL 104 - Foundations of Biology for Educators [SGR #6, HSDC] 2
- BIOL 104L - Foundations of Biology for Educators Lab [SGR #6, HSDC]
- CHEM 104 - Foundations of Chemistry for Educators [SGR #6, HSDC] 2
- CHEM 104L - Foundations of Chemistry for Educators Lab [SGR #6, HSDC]
- ESCI 104 - Foundations of Earth Sciences for Educators [SGR #6, HSDC] 2
- ESCI 104L - Foundations of Earth Sciences for Educators Lab [SGR #6, HSDC]
- PHYS 104 - Foundations of Physics for Educators [SGR #6, HSDC] 2
- PHYS 104L - Foundations of Physics for Educators Lab [SGR #6, HSDC]
- ARTE 310 - K-8 Art Methods (C) 1
- EDER 415 - Educational Assessment (C) 2
- EDFN 438 - Bridging Theory and Practice 3
- EDFN 440 - Classroom Management (C) 3
- EDFN 475 - Human Relations (C) 3
- EPSY 200 - Child/Adolescent Development and Learning 3
- HIST 151 - United States History I (C) [SGR #3, HSDC] 3
- INED 411 - South Dakota Indian Studies (C) 3
- MATH 114 - College Algebra (C) [SGR #5, HSDC] 3
- MATH 341 - Math Concepts for Teachers I (C) 3
- MATH 342 - Math Concepts for Teachers II (C) 3
- MUS 353 - K-8 Music Methods (C) 2
- PE 330 - PK-8 Health, First Aid, Safety, Physical Education Methods 2
- POLS 100 - American Government (C) [SGR #3, HSDC] 3

Program Notes:

- A student must have a Cumulative GPA of 2.6 to co-register for EDFN 338 and ELED 296, and, a CGPA of 2.7 to be admitted to the Teacher Education Program.
- Must be admitted into Teacher Education to be enrolled in courses in junior year and beyond.
- Teacher candidates submit an application for student teaching/residency in December if planning on student teaching in the upcoming fall, or in April if planning on student teaching the following spring. Prior to student teaching, students must have all major/minor coursework completed, and a 2.7 cumulative and major GPA. All coursework in the major/minor must be completed with a "C" or better.
- Those desiring to do student teaching in kindergarten must complete the Elementary Education & Early Childhood program or Elementary Education & Kindergarten Endorsement program.

A minor program modification form accompanies this new site request to provide greater flexibility in the Science courses students will take in the program that are currently not offered at USD – Sioux Falls. In addition, we are also requiring students to take either HIST 111 or HIST 112 as part of their Humanities requirement (SGR #4). A growing trend in our Elementary Education program is that students struggle on the World History section of the Praxis Content

exam, which is required for licensure. Our hope is that by requiring one of the two HIST courses, more students will be successful on the Praxis Content exam, student retention will improve, and that we will ultimately prepare more highly qualified Elementary Education teachers, a field in high demand throughout the state and region.

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

We propose to share many of our current services, such as advising, field placements for clinical experiences, and student teaching supervision. Through our Center for Student and Professional Services, we will be able to accommodate the increase in enrollment for these services with existing staff.

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

Our ELED BSED program is accredited by the Council for the Accreditation of Educator Preparation (CAEP). All current accreditation requirements would be met by courses through the new site, but would be reported separately by site (e.g., USD - VMMC & USD – SF). We do not anticipate any additional costs related to accreditation through this new site.

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

No exceptions to Board policy are requested.

9. Cost, Budget, and Resources related to new courses at the site: Explain the amount and source(s) of any one-time and continuing investments in personnel, professional development, release time, time redirected from other assignments, instructional technology & software, other operations and maintenance, facilities, etc., needed to implement the proposed minor. *Complete Appendix B – Budget using the system form.*

All our ELED BSED courses currently offered at the Vermillion Main Campus will be used at the new site (USD-Sioux Falls). No new courses will need to be created, but additional sections of these existing courses will need to be offered either face-to-face or hybrid/blended at the new site. This will result in a need for additional personnel. We will leverage existing online courses in our program to minimize any additional personnel costs.

10. Additional Information:

Letter of Support from Sioux Falls School District

Letter of Support from Harrisburg School District

Appendix B
Budget & Resources
University of South Dakota, Bachelor's of Education in Elementary Education

1. Assumptions

		1st FY23	2nd FY24	3rd FY25	4th FY26
<i>Headcount & hours from proposal</i>					
Fall headcount (see table in proposal)		10	15	15	20
Program FY cr hrs, On-Campus		300	750	1,350	1,950
Program FY cr hrs, Off-Campus		0	0	0	0
Faculty, Regular FTE	See p. 3	0.00	0.00	0.00	0.00
Faculty Salary & Benefits, average	See p. 3	\$8,470	\$8,470	\$8,470	\$8,470
Faculty, Adjunct - number of courses	See p. 3	0	3	5	3
Faculty, Adjunct - per course	See p. 3	\$4,146	\$4,146	\$4,146	\$4,146
Other FTE (see next page)	See p. 3	0.00	0.00	0.00	0.00
Other Salary & Benefits, average	See p. 3	\$8,470	\$8,470	\$8,470	\$8,470

2. Budget*Salary & Benefits*

Faculty, Regular	\$0	\$0	\$0	\$0
Faculty, Adjunct (rate x number of courses)	\$0	\$11,070	\$22,098	\$11,070
Other FTE	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
S&B Subtotal	\$0	\$11,070	\$22,098	\$11,070

Operating Expenses

Travel	\$0	\$0	\$0	\$0
Contractual Services	\$0	\$0	\$0	\$0
Supplies & materials	\$0	\$0	\$0	\$0
Capital equipment	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
OE Subtotal	\$0	\$0	\$0	\$0
Total	\$0	\$11,070	\$22,098	\$11,070

3. Program Resources

Off-campus support tuition/hr, HEFF net	UG	\$300.94	\$300.94	\$300.94	\$300.94
Off-campus tuition revenue	hrs x amt	\$0	\$0	\$0	\$0
On-campus support tuition/hr, HEFF net	UG	\$290.46	\$290.46	\$290.46	\$290.46
On-campus tuition revenue	hrs x amt	\$87,137	\$217,843	\$392,117	\$566,391
Program fee, per cr hr (if any)	\$0.00	\$0	\$0	\$0	\$0
Delivery fee, per cr hr (if any)	\$0.00	\$0	\$0	\$0	\$0
University redirections		\$0	\$0	\$0	\$0
Community/Employers		\$0	\$0	\$0	\$0
Grants/Donations/Other		\$0	\$1,760	\$4,400	\$9,680
Total Resources		\$87,137	\$219,603	\$396,517	\$576,071

Appendix B
Budget & Resources
University of South Dakota, Bachelor's of Education in Elementary Education

Resources Over (Under) Budget	\$87,137	\$208,533	\$374,419	\$565,001
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Provide a summary of the program costs and resources in the new program proposal.

Appendix B
Budget & Resources
University of South Dakota, Bachelor's of Education in Elementary Education

Estimated Salary & Benefits per FTE	Faculty	Other
Estimated salary (average) - explain below	\$0	\$0
University's variable benefits rate (see below)	0.1464	0.1464
Variable benefits	\$0	\$0
Health insurance/FTE, FY18	\$8,470	\$8,470
<i>Average S&B</i>	\$8,470	\$8,470

Explain faculty used to develop the average salary & fiscal year salaries used. Enter amount above.

Existing online courses will be used to support this program. Therefore, there will be no additional course sections taught by existing faculty that will impact the budget.

Explain adjunct faculty costs used in table:

There will be 5-7 courses per year taught by adjuncts at \$1,382/credit hour. The costs in the table is for a 3-credit course, although multiple courses in the program that will be taught by adjuncts are either 1- or 2- credit courses, therefore reducing the cost. If a course is a 1-credit course, we indicated that as 1/3 course. A 2-credit course is 2/3 course.

Explain other [for example, CSA or exempt] salary & benefits. Enter amount above.

N/A

Summarize the operating expenses shown in the table:

There are no anticipated operating expenses that will be above what the Division of Teacher Residency & Education currently supports. Existing funding will support this new site.

Summarize resources available to support the new program (redirection, donations, grants, etc).

The Other Resources reflect Professional Education Fees. These are semester fees, not per credit hour, that are associated with sophomore and junior field experiences and senior student teaching.

Appendix B
Budget & Resources
University of South Dakota, Bachelor's of Education in Elementary Education

State-support: Change cell on page 1 to use the UG or GR net amount.

Off-Campus Tuition, HEFF & Net	FY19 Rate	HEFF	Net	
Undergraduate	\$340.05	\$39.11	\$300.94	<i>Change cell on page 1</i>
Graduate	\$450.90	\$51.85	\$399.05	<i>to point to your net</i>
Externally Supported	\$40.00			

State-support: Change cell on page 1 to use the UG or GR net amount for your university.

On-Campus Tuition, HEFF & Net	FY19 Rate	HEFF	Net	
UG Resident - DSU, NSU	\$243.30	\$27.98	\$215.32	<i>Change cell on page 1</i>
UG Resident - SDSU, USD	\$248.35	\$28.56	\$219.79	
UG Resident - BHSU	\$254.20	\$29.23	\$224.97	<i>to point to your net</i>
UG Resident - SDSMT	\$249.70	\$28.72	\$220.98	
GR Resident - DSU,NSU	\$319.40	\$36.73	\$282.67	<i>Change cell on page 1</i>
GR Resident - SDSU, USD	\$326.05	\$37.50	\$288.55	
GR Resident - BHSU	\$328.20	\$37.74	\$290.46	<i>to point to your net</i>
GR Resident - SDSMT	\$324.85	\$37.36	\$287.49	
UG Nonresident - DSU,NSU	\$342.40	\$39.38	\$303.02	<i>Change cell on page 1</i>
UG Nonresident - BHSU	\$355.70	\$40.91	\$314.79	<i>to point to your net</i>
UG Nonresident - SDSU, USD	\$360.50	\$41.46	\$319.04	
UG Nonresident - SDSMT	\$391.10	\$44.98	\$346.12	
x GR Nonresident - DSU,NSU	\$596.30	\$68.57	\$527.73	<i>Change cell on page 1</i>
x GR Nonresident - BHSU	\$612.40	\$70.43	\$541.97	<i>to point to your net</i>
x GR Nonresident - SDSU, USD	\$626.85	\$72.09	\$554.76	
x GR Nonresident - SDSMT	\$652.00	\$74.98	\$577.02	
UG Sioux Falls Associate Degree	\$275.40	\$31.67	\$243.73	<i>Change cell on page 1 to point to your net</i>

Variable Benefits Rates

University	FY19	
BHSU	14.64%	<i>Change the benefits rate cell in the table on page 2 to point to the rate for your university.</i>
DSU	14.36%	
NSU	14.31%	
SDSM&T	14.20%	
SDSU	14.38%	
USD	14.34%	



Instructional Planning Center

201 East Thirty-eighth Street
Sioux Falls, South Dakota 57105-5898
(605) 367-7900

ATTACHMENT B-11
Cynthia Mickelson, President

Kate Parker, Vice President

Nan Baker, Member

Marc Murren, Member

Carly R. Reiter, Member

Dr. Jane Stavem, Superintendent

April 4, 2022

South Dakota Board of Regents
306 E Capitol Ave, Suite 200
Pierre, SD 57501

Dear Regents:

The Sioux Falls School District is committed to providing a high-quality education to our students. To that end, we seek to hire highly qualified teachers who will remain in our District. A bachelor's degree at the University of South Dakota, Sioux Falls, would be a strong support to the Sioux Falls area. Aspiring teachers who could not otherwise attend the Vermillion campus due to employment, financial, or other reasons, could pursue an education toward a career in a much-needed area.

The Sioux Falls School District has numerous EA's, Specialists, and other support staff that need to maintain their jobs with the District, all while working to complete a degree to become a certified teacher. Having the availability of this program in Sioux Falls can assist these individuals, surrounding schools, and the state.

We, the Sioux Falls School District, offer our support to the BA degree at USD-SF in Sioux Falls. Thank you for considering this pathway.

Sincerely,

A handwritten signature in black ink, appearing to read "James Nold".

Dr. James Nold
Assistant Superintendent of Administrative Services
Sioux Falls School District



HARRISBURG SCHOOL DISTRICT

Office of Curriculum & Instruction

200 W. Willow St., Harrisburg, SD 57032 (K-5th Grade)
 1300 W. Willow St., Harrisburg, SD 57032 (6th -12th Grade)
 Phone: 605-743-2567 FAX: 605-743-2569

Dr. Tanya Rasmussen, K-5 Curriculum Director Ext 3023 tanya.rasmussen@k12.sd.us
 Dr. Michael Amolins, 6-12 Curriculum Director Ext 6180 michael.amolins@k12.sd.us

April 5, 2022

RE: USD Education Programming

To Whom It May Concern:

On behalf of the Harrisburg School District, I am happy to offer this letter of support for the development of education programming at the University of South Dakota – Sioux Falls Campus. The Harrisburg School District (HSD) has long been known for its “outside of the box” approach to innovative and effective instruction. Through various initiatives, development opportunities, and dedication to excellence, HSD has made it a priority to find ways to meet every learner where they are at, regardless of ability, interest, background, future pathway, or hurdles that might stand in the way of achieving their goals and aspirations. In recent years, this has included a concerted effort to increase the number of undergraduate students entering the field of education by becoming the first school in South Dakota to establish a chapter of Educators Rising, the national Career and Technical Student Organization (CTSO) that provides opportunities for high school students to explore the teaching profession and develop skills that will support them in that venture. As an institution, USD has been an incredible partner to Educators Rising and we hope that this partnership will continue well into the future. HSD has also offered a slate of exploratory education courses as part of our CTE programming and has benefitted from several years of partnership with the USD Department of Education, being able to serve as a distance education site that offers learners credit for EDFN 101 and ELED/SPED/SEED 296. This credit-bearing opportunity has been a meaningful endeavor, as many have taken advantage of this opportunity as a steppingstone into the profession and have gone on to attend USD or other SDBOR schools as education majors.

It is our belief that establishment of education programming at your Sioux Falls campus would be a tremendous asset, as it would only broaden our ability to offer innovative programming to our district’s future educators. We envision not only being able to offer additional coursework to our learners, but also working with the USD faculty to create unique opportunities for USD students within the Harrisburg School District. In addition, the incentive of offering courses in Sioux Falls would open doors for potential recruits that either cannot or do not want to move from the Sioux Falls-Harrisburg community.

To put it simply: USD’s education footprint in the Sioux Falls and Harrisburg communities would become a place for possibilities. It represents the kind of innovation and change that HSD has always found ways to foster and/or partner with. We fully support this proposal and would like to thank you for your consideration as you weigh your options regarding this tremendous opportunity.

Sincerely,

Michael Amolins, Ed.D.
 Director of Instruction and Federal Programs
 Harrisburg School District

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – E
DATE: October 5-6, 2022

SUBJECT

Accelerated Program Request – USD – Master of Social Work (MSW)

CONTROLLING STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

The University of South Dakota (USD) is proposing an accelerated pathway for the attainment of the Master of Social Work (MSW). Each accelerated program proposes twenty-four (24) overlapping credits.

IMPACT AND RECOMMENDATION

USD proposes an accelerated program from the BA in Sociology. At the Board's June meeting, an accelerated program for the MSW from the BS in Sociology was approved, but the BA degree was overlooked. This accelerated option will provide a pathway for these students in the BA degree to extend their education to five years.

Board office staff recommends approval.

ATTACHMENTS

Attachment I – Accelerated Program Request Form: USD – Master of Social Work
(MSW)– BA in Sociology

DRAFT MOTION 20221005_5-E:

I move to approve USD's proposal to offer an accelerated program for Master of Social Work (MSW), from the BA degree Sociology, as presented.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS Accelerated Graduate Program Request

UNIVERSITY:	USD
NAME AND DEGREE (e.g., BA, BS) OF UNDERGRADUATE PROGRAM:	B.A. in Sociology
NAME AND DEGREE (e.g., MA, MS, PhD) OF GRADUATE PROGRAM:	Master of Social Work (MSW)

University Approval

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

Vice President of Academic Affairs or President of the University

Date

An accelerated graduate program for the purposes of this guideline is a graduate program at a Regental institution that allows a student to count courses for undergraduate and graduate credit simultaneously. Board Policy 2:8 – Level and Numbering of and Enrollment in Courses governs the transfer of courses between the undergraduate and graduate program.

Board of Regents Policy 2:5 – Transfer of Credit requires the Board of Regents to approve accelerated programs involving the transfer of thirteen (13) or more credits up to a total of twenty-five (25) total transfer credit hours at the accepting institution. In other words, an institution may create an accelerated program of one (1) to twelve (12) hours without Board approval. However, an accelerated program requires the creation of coding by the Enrollment Services Center (ESC) regardless of whether or not the accelerated program is accepting more than twelve (12) credit hours.

- Maximum number of credits allowed to transfer between undergraduate and graduate program:** 24 credits
- Is the response to Question 1 more than thirteen (13) credit hours? (place an “X” in the box following the correct response)**

Yes (requires BOR approval)	X	No (does not require BOR approval)	
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- What is the proposed date (day/month/year) the accelerated program would begin?**
August 22, 2022 [Fall 2022]
- Please provide a brief explanation of the accelerated program, including specific courses eligible for both the undergraduate and graduate program credit.**

The addition of accelerated 3+2 program in the B.A. in Sociology track will allow the undergraduate program to count 24 hours of the 1st year of MSW towards the electives in the B.A. degree (see 4-year plan guide below). The student will complete 96 hours by the end of the 3rd year towards the undergraduate degree.

The University of South Dakota
Major Credit Hour Count: Core Courses 30
Major: B.A. in Sociology and fast track option to MSW

First Year – 1 st Semester	
Course	Credit
First Year Seminar	1
ENGL 101 Composition I	3
Fine Arts	3
SOC 100 Introduction to Sociology	3
Foreign Language - BA requirement	4
Mathematics	3
Semester Credit Hours:	17
Second Year – 1 st Semester	
Course	Credit
Advanced Composition Course	3
BIOL 101/L Biology Survey I	4
Minor Course	3
Minor Course	3
Sociology Elective Course	3
Semester Credit Hours:	16
Third Year – 1 st Semester	
Course	Credit
SOC 410 Methods of Social Research	3
Sociology Elective Course	3
Minor Course	3
Additional Humanities or Social Science - BA req	3
Semester Credit Hours:	15
Fourth Year 1 st Semester (SOC); First Year 1 st Semester (MSW)	
Course	Credit
*SOCW 601 History and Philosophy of SW	3
*SOCW 610 Generalist Practice I	3
*SOCW 641 Human Behavior in Social Environment	3
*SOCW 683 Field Education I (16 – 20 hours per week)	3
Semester Credit Hours:	12

First Year – 2 nd Semester	
Course	Credit
ENGL 210 Introduction to Literature	3
CMST 101 Fundamentals of Speech	3
Humanities – SGR #4	3
Sociology Elective Course	3
Foreign Language – BA requirement	4
Semester Credit Hours:	16
Second Year – 2 nd Semester	
Course	Credit
SOC 281 Socio-cultural Theory	3
SOC 309 Statistical Research Methods	3
Additional Humanities or Social Science - BA req	3
Additional Science Course – SGR #6	3
Sociology Elective Course	3
Semester Credit Hours:	15
Third Year – 2 nd Semester	
Course	Credit
SOC 490 Seminar	3
Sociology Elective Course	3
Minor Courses	6
Elective Courses	5
Semester Credit Hours:	17
Fourth Year 2 nd Semester (SOC); First Year 1 st Semester (MSW)	
Course	Credit
*SOCW 600 Social Policy	3
*SOCW 630 Practice with Small Groups	3
*SOCW 640 Diversity and Social Justice	3
*SOCW 684 Field Education II (16 – 20 hours per week)	3
Semester Credit Hours:	12

Degree total 120

*Course will also count toward Sociology undergraduate degree.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – F (1)

DATE: October 5-6, 2022

SUBJECT

Agreements on Academic Cooperation – SDSMT

CONTROLLING STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

BOR Policy 5:3 requires board action on a range of items including “Affiliative agreements and other agreements that provide for joint sponsorship of educational programing for which credit shall be awarded.” To comply with this requirement, South Dakota School of Mines & Technology (SDSMT) seeks approval to enter into an agreement on academic cooperation with the University of Zaragoza, located in Zaragoza, Spain.

IMPACT AND RECOMMENDATION

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

Board staff recommends approval.

ATTACHMENTS

Attachment I – Agreement on Academic Cooperation: University of Zaragoza

DRAFT MOTION 20221005_5-F(1):

I move to approve South Dakota School of Mines & Technology’s agreement on academic cooperation with the University of Zaragoza, as presented.



Ivanhoe International Center

July 27, 2022

South Dakota Board of Regents
Pierre, SD

RE: International Partner University Agreement

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.

Points of contact at South Dakota School of Mines and Technology and at University of Zaragoza, Zaragoza, Spain, have been identified to initiate and carry out activities in the agreement.

Please contact the Ivanhoe International Center with any questions.

international@sdsmt.edu

605-394-6884



**ACUERDO DE INTERCAMBIO DE ESTUDIANTES
Y PERSONAL UNIVERSITARIO
ENTRE**

**LA UNIVERSIDAD DE ZARAGOZA
(ESPAÑA)**

**y LA ESCUELA DE MINAS Y TECNOLOGÍA DE
RAPID CITY, DAKOTA DEL SUR**

(ESTADOS UNIDOS)

**AN AGREEMENT CONCERNING THE
EXCHANGE OF STUDENTS, FACULTY AND
STAFF BETWEEN**

**UNIVERSIDAD DE ZARAGOZA
(SPAIN)**

**AND
SOUTH DAKOTA SCHOOL OF MINES AND
TECHNOLOGY
RAPID CITY, SOUTH DAKOTA**

(USA)

Con el fin de alcanzar un mayor entendimiento entre Estados Unidos(país contraparte) y España, la *Universidad de Zaragoza, España*, y la *Universidad de Denver, Colorado, (Estados Unidos)*, acuerdan iniciar un intercambio formal de estudiantes de grado / posgrado, y personal universitario con arreglo a las bases y condiciones citadas a continuación:

1. Objetivo: El objeto de este programa de intercambio es estimular y apoyar las actividades y proyectos educativos interculturales entre Estados Unidos y España.

2. Selección de estudiantes candidatos: Cada institución asumirá plena responsabilidad en la evaluación y selección de estudiantes cualificados, conforme a los criterios de admisión de la institución de acogida. La institución de acogida respetará la selección efectuada. El proceso selectivo consistirá en una estricta evaluación del expediente académico previo del estudiante, motivación y potencial general para desenvolverse con éxito en un entorno académico internacional.

3. Duración del intercambio: Los estudiantes de intercambio se matricularán como estudiantes a tiempo completo en estudios de grado, máster o doctorado durante un cuatrimestre o por un año académico.

El acuerdo será de aplicación en el área de Ciencias, Tecnología, Ingeniería y Matemáticas (STEM)

4. Reciprocidad: Se intentará mantener la reciprocidad en el número de estudiantes participantes en el programa de intercambio cada año. Se deberá alcanzar la reciprocidad en el número de estudiantes al finalizar cada ciclo de tres años,

In order to realize a higher level of understanding between the USA (partner country) and Spain, the *Universidad de Zaragoza, Spain* and *South Dakota School of Mines and Technology, in Rapid City, South Dakota*, hereby agree to initiate a formal exchange of undergraduate/graduate students, faculty, and staff under the terms and conditions cited below:

1. Purpose: The purpose of this exchange program is to stimulate and to support educational intercultural activities and projects between USA and Spain.

2. Selection of Student Applicants: Each institution, conforming to the admission requirements of the host institution, shall assume full responsibility in the assessment and selection of qualified students. The host institution shall then respect the selection so made. The selection process shall consist of stringent evaluation of the student's previous academic record, motivation, and overall potential to succeed in an international academic environment.

3. Duration of the exchange: Exchange students shall enroll as full-time students in graduate or undergraduate level courses for one academic semester or year.

This agreement is meant for the field of STEM

4. Parity: An attempt will be made to maintain parity of numbers of students in the exchange program each year. Parity of numbers of students must be achieved by the end of each three year cycle, commencing with the signing of this contract. The number of exchange students each year who are relieved of any payments of

comenzando en el momento de firma de este acuerdo. La cantidad de estudiantes cada año que son eximidos de cualquier pago de matrícula y cuotas a South Dakota Mines se limita a uno por encima de la paridad en un semestre o año determinado.

5. Normativa de Comportamiento del Estudiante Candidato: Todo estudiante de intercambio estará sujeto a la misma normativa académica y disciplinar aplicable a los estudiantes matriculados en la institución de acogida

6. Tasas de Matrícula: Los estudiantes admitidos en la institución de acogida pagarán la matrícula y tasas en su institución de origen antes de su partida. Éstos disfrutarán de los derechos equivalentes en la institución de acogida.

7. Gastos: Los estudiantes de intercambio son responsables del pago del alojamiento y manutención, libros, gastos de viaje locales e internacionales así como de sus gastos personales en la universidad de acogida. Cada institución tendrá derecho a retener los certificados académicos hasta que el estudiante haya satisfecho las obligaciones financieras pendientes a la institución de acogida.

8. Alojamiento: Aun siendo responsabilidad de los estudiantes de intercambio el procurarse su propio alojamiento, cada institución ayudará a los estudiantes a encontrar alojamiento y demás cuestiones durante el periodo de estudios.

9. Seguro Médico: Todo estudiante de intercambio deberá procurarse el seguro médico exigido por la institución anfitriona. Podrá hacerse una excepción con aquellos estudiantes que ya posean una póliza sanitaria que reúna los criterios establecidos por la institución de acogida. Dicha excepción deberá hacerse antes de la salida. En cualquier caso deberá tener cobertura completa por accidente y enfermedad.

10. Expediente Académico: Previa autorización del estudiante los expedientes académicos se enviarán directamente a la institución de origen al término del cuatrimestre o año académico de estancia. Será responsabilidad única de la institución de origen decidir cuántos créditos transferibles puede llegar a recibir el estudiante por los cursos seguidos en la institución de acogida.

11. Intercambio de Personal: Se promoverán las visitas docentes y el intercambio de personal académico o administrativo así como los proyectos de investigación conjuntos. Las modalidades concretas de intercambio de personal y de visitas se negociarán por separado.

12. Prácticas: Ambas partes se esforzarán para establecer vías que permitan el desarrollo de periodos de prácticas en empresas. Las instituciones se consultarán entre sí para

tuition and fees to South Dakota Mines is two (2) and any additional students are limited to one (1) over parity in any given year.

5. Regulation of Student Applicant Behavior: All exchange students shall be subject to the same academic and disciplinary regulations as pertain to enrolled students at the host institution.

6. Tuition: Students accepted by the host university shall pay tuition and required fees at their home institution before departure. They will receive the corresponding benefits at the host institution with the following exception(s). Students must pay the international student fee at South Dakota Mines. Students may only enroll in courses offered on campus at South Dakota Mines. TabletPC fees may also be required.

7. Expenses: Exchange students are responsible for paying for room and board, books, local and international travel and personal expenses at the host university. Each institution has the right to withhold transcripts of academic record until the student has paid all outstanding financial obligations to the host institution.

8. Housing: Although it is the responsibility of exchange students to arrange for their own housing, each institution shall assist students to locate housing and other matters during the period of study.

9. Medical Insurance: All exchange students must purchase the medical insurance required by the host institution. An exemption can be made for those already holding an insurance policy, which meets all criteria set forth by the host institution. This exemption must be made prior to departure. In any case, exchange students must be fully insured for illness and accident.

10. Academic Record: Following permission from the student, each student's academic record shall be sent directly to the home institution at the conclusion of each semester or academic year. It shall be the sole responsibility of the home institution to decide how many transfer credit units the student may actually receive on courses taken at the host institution.

11. Faculty/Staff Exchange: Exchanges and academic visits of faculty and staff and joint research projects shall be encouraged. Specific modalities of faculty/staff exchanges and visits are to be negotiated separately.

12. Internships: Both parties will undertake efforts to establish a medium for developing internships with corporate contacts. The institutions will consult each other in an effort to identify specific program and internship opportunities.

identificar programas específicos y oportunidades de prácticas.

13. Enmiendas: En cualquier momento una parte podrá presentar enmiendas a este Acuerdo para la consideración de la otra parte.

14. Finalización: Este Acuerdo estará vigente durante cuatro (4) años, momento en el que las partes podrán negociar una renovación. Este Acuerdo podrá ser denunciado por una de las instituciones mediante notificación oficial por escrito, debidamente firmada por la persona autorizada de la parte que notifique. La otra parte deberá recibir el aviso de denuncia al menos seis meses antes de la fecha de efecto de la finalización.

15. Fuerza Mayor: Ninguna institución será responsable por los retrasos o fallos en la ejecución atribuibles a causas fuera de su control, incluyendo sin límites los casos de guerra, huelgas, revueltas civiles y fuerza mayor.

16. Cesión: Ninguna de las partes realizará encomienda ni demás transferencia de derechos ni delegación de las obligaciones recogidas en este Acuerdo sin el consentimiento previo y por escrito de ambas partes. Será nulo cualquier intento de cesión, encomienda o delegación sin tal consentimiento. Todas las condiciones y disposiciones de este Acuerdo serán vinculantes y surtirán efecto en beneficio de las partes.

17. Protección de Datos: La Universidad de Denver (en adelante, la Cesionaria) en tanto que la entidad receptora de los datos personales y expediente académico de los estudiantes provenientes de la Universidad de Zaragoza se compromete a tratar los datos con la finalidad exclusiva de ejecutar el presente Acuerdo.

La Cesionaria se compromete a no realizar ninguna cesión de estos datos salvo los que correspondan transferir a la propia Universidad de Zaragoza al término del cuatrimestre o año académico de estancia.

Cualquier tratamiento de los datos que no se ajuste a la finalidad para la que son cedidos será responsabilidad exclusiva de la Cesionaria, que responderá frente a terceros y frente a la Universidad de Zaragoza, sin perjuicio de los daños y perjuicios que pudieran generarse.

18. Incapacidad: El fallo de una de las partes en hacer cumplir las disposiciones de este Acuerdo no presupondrá la renuncia a un derecho. En caso de que una parte del Acuerdo fuera declarada inválida o imposible por cualquier causa, dicha parte se presupondrá separable del Acuerdo permaneciendo el resto totalmente válido y ejecutable.

19. Acuerdo Total: Este Convenio representa el completo entendimiento de las partes y sustituye todo acuerdo previo oral y escrito. Este Convenio solo podrá ser modificado o

13. Amendments: Amendments to this agreement may be submitted by either party for the consideration of the other at any time.

14. Termination: This agreement shall continue for four (4) years, at which time the parties may negotiate a renewal. This agreement may be terminated by either institution by official written notification duly signed by the presiding or authorized officer of the notifying party. This notice of termination must be received by the other party no later than six months before the termination is to become effective.

15. Force Majeure: Neither institution will be responsible for any delay or failure in performance resulting from any cause beyond their control, including without limitation war, strikes, civil disturbances, and Acts of God.

16. Assignment: Neither party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without both parties prior written consent. Any attempted assignment, transfer or delegation without such consent shall be void. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto.

17. Data Protection: South Dakota Mines, (henceforth, the Assignee), as the organisation receiving the personal data and academic file on the students from the University of Zaragoza, is committed to processing said data solely for the purpose of executing the present Agreement.

The Assignee is committed to not releasing said data, with the exception of data which should be transferred to the University of Zaragoza upon conclusion of the term or academic year abroad.

Responsibility for data processing for any purpose other than that for which data are assigned shall lie with the Assignee, which shall be liable vis-à-vis third parties and the University of Zaragoza, damages generated thereof notwithstanding.

18. Waiver: The failure of a party to enforce any provision in this Agreement shall not be deemed to be a waiver of such right. Should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this Agreement shall remain fully valid and enforceable.

19. Entire Agreement: This Agreement constitutes the entire understanding of the parties and supersedes all prior oral and written agreements. This Contract can be modified or amended only in writing and signed by both parties.

enmendado por escrito y con la firma de ambas partes.

20. Limitaciones de Responsabilidad: Ninguna de las partes interpretará fragmentos de este acuerdo para constituirse, con fines legales, en socio, agente o representante de la otra parte. Ninguna de las partes tendrá el derecho o la autoridad para asumir o instaurar obligaciones por indicación o en nombre de la otra, para aceptar procesos legales por la otra o para vincular a la otra en cualquier forma. Ambas instituciones esperan la continuación de conversaciones conducentes a posibles fases futuras de su trabajo en común. Este Acuerdo es totalmente independiente de la cooperación futura en las fases subsiguientes, que serán evaluadas por separado y requerirán convenios aparte.

21. Seguimiento del convenio. Se creará una Comisión Mixta de Seguimiento del convenio, integrada por dos representantes de cada parte. Se reunirá cuando lo solicite una de ellas, pudiendo hacerlo por medios telemáticos. Por parte de la Universidad de Zaragoza uno de los representantes será el Vicerrector con competencias en Internacionalización y Cooperación o persona en quien delegue, y el otro uno de los promotores del convenio, que será responsable del seguimiento de las actividades.

South Dakota Mines estará representada por el Director y el Subdirector del Centro Internacional Invanhoe (o la persona delagada) o los proponentes según corresponda para las actividades del acuerdo.

Los anexos al convenio podrán establecer mecanismos específicos para su seguimiento.

22. Autorización y Firma: Este Acuerdo surtirá efecto en la fecha de la última firma aquí estampada y podrá ser cancelado por cualquiera de las partes mediante notificación por escrito a tal efecto sujeta a las disposiciones previstas en la clausula 14.

En Zaragoza, a de de 2022

EL RECTOR DE LA UNIVERSIDAD DE ZARAGOZA

José Antonio MAYORAL MURILLO

20. Limitations on Liability: Nothing in this agreement shall be construed to constitute either party, for legal purposes, as a partner, agent or representative of the other. Neither party shall have the right or authority to assume or create any obligation on behalf of the other or in the name of the other, to accept legal process for the other, or to bind the other in any way. Both institutions expect to continue discussions concerning possible future phases of their work together. This agreement is entirely independent of future cooperation on subsequent phases, which will be separately evaluated and require separate agreements.

21. Oversight of the Agreement. A Joint Oversight Committee shall be created for the agreement, comprising two representatives from each party. It will meet when so requested by either party, and this meeting may take place via electronic means. The University of Zaragoza shall be represented by the Vice-Chancellor for Internationalization and Cooperation (or their chosen delegate) and by one of the proponents of the agreement (to be responsible for overseeing all activities).

South Dakota Mines will be represented by Ivanhoe International Center Director and Assistant Director (or their chosen delegate) and by proponents as appropriate for activities in the agreement.

The annexes to the agreement may provide specific mechanisms through which to oversee the same.

22. Authorization and Signature: This agreement will be in effect as of the date of the last signature affixed hereto and may be terminated by either party through written notice to that effect subject to the provisions found in clause 14.

In , on the of 2022

PRESIDENT SOUTH DAKOTA SCHOOL OF MINES
AND TECHNOLOGY

Jim Rankin, PhD PE

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – F (2)

DATE: October 5-6, 2022

SUBJECT

Agreements on Academic Cooperation – USD

CONTROLLING STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

BOR Policy 5:3 requires board action on a range of items including “Affiliative agreements and other agreements that provide for joint sponsorship of educational programing for which credit shall be awarded.” To comply with this requirement, The University of South Dakota (USD) seeks approval to renew an agreement on academic cooperation with The Friedrich Schiller University Jena, located in Jena, Germany.

IMPACT AND RECOMMENDATION

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

Board staff recommends approval.

ATTACHMENTS

Attachment I – Agreement on Academic Cooperation: The Friedrich Schiller University Jena

DRAFT MOTION 20221005_5-F(2):

I move to approve the University of South Dakota’s agreement on academic cooperation with The Friedrich Schiller University Jena, as presented.

**AGREEMENT ON ACADEMIC COOPERATION
BETWEEN
UNIVERSITY OF SOUTH DAKOTA
AND
THE FRIEDRICH SCHILLER UNIVERSITY, JENA**

After a history of cooperation and student and faculty exchange reaching back many years, a new formal memorandum of understanding between the two institutions will be signed. Once signed, this new agreement shall replace all previously signed agreements. On the basis of a mutual commitment to further international understanding and friendship, to share academic knowledge and to establish and develop mutually beneficial academic contacts, the University of South Dakota (USD) and the Friedrich Schiller University Jena, Fürstengraben 1, 07743 Jena, Germany (University of Jena), agree to the following:

I. Scope of the Cooperation

- Article 1. The institutions agree to exchange experience and information on questions of pedagogy, organization and contents of instruction, and the training of faculty and students, as appropriate.

- Article 2. The institutions agree to exchange research papers, teaching materials, syllabi, curricula, as well as exhibitions and other materials, as appropriate, illustrating the activities and achievements of both institutions.

- Article 3. The institutions agree to exchange students and faculty members.

- Article 4. The institutions agree, as appropriate, to help faculty member of both parties conduct joint research projects.

- Article 5. The area of exchange shall cover academic disciplines to be determined and negotiated by both parties.

- Article 6. The area of exchange, to the extent feasible, shall include the exchange of students for internship programs.

II. Exchange of Students.

- Article 7. Participants remain students of the home institution throughout the period of the exchange.

- Article 8. The total number of students exchanged per year will be determined by mutual agreement of the two institutions. It is expected that efforts will be made to have equal numbers of students exchanged from each institution over the period this agreement is valid.

- Article 9. Students will only be accepted on a non-degree basis.
- Article 10. Each institution shall be responsible for the selection of students participating in the exchange with academic excellence being the primary criterion for the selection. A further criterion is the student's perceived ability to deal effectively with the challenges of the exchange situation. Exchange candidates will be nominated by their home institution and approved by the host institution. The home institution will only select students who possess requisite language skills for the classes they will be undertaking at the host institution. The University of Jena requires B2-level for all academic program/courses, German or English depending on the language of instruction of the individual course.
- Article 11. Exchange students will only pay the tuition to the home institution.
- Section A. Students from University of Jena studying at USD will pay the International Student Fee.
 - Section B. Students from University of Jena that enroll in an off-campus course (i.e., online or distance education) at USD will pay all off-campus tuition and delivery fees associated with the course.
 - Section C. If regular exchange spots are not available, University of Jena students are eligible to still attend USD but will pay regular tuition and fees as required by USD.
 - Section D. Student from USD studying at University of Jena will pay the semester contribution. They make their own arrangements for sufficient health insurance cover accommodation and meals and bear the costs incurred for these themselves.
 - Section E. Students from USD that enroll in a complementary course (such as extra language or sports course) at University of Jena will pay all tuition fees associated with the course.
- Article 12. Exchange students are responsible for paying their own housing accommodations and meals throughout the exchange.
- Article 13. Exchange students are responsible for all travel costs and any incidental costs/fees at the host institution. This also involves administrative charges (as referenced in Article 11, Section D) that cannot be waived due to legal requirements.
- Article 14. All exchange students are required to carry adequate health insurance during the period of exchange, and show proof thereof. All students studying at USD will be required to purchase the Board of Regents mandated insurance for the entire term of study upon arrival. Students studying at University of Jena are required to have adequate health and accident insurance. It is recommended that international

students also purchase worldwide travel insurance to cover extra costs, e.g., for repatriation, if not included in the mandated health insurance policy.

- Article 15. Exchange students are responsible for purchasing books and other academic supplies.
- Article 16. Academic credits received by the students will be recognized by each university, insofar as this does not conflict with the legal regulations in force at the home institution. Academic transcripts will be provided to the home institution upon completion of the students' period of study at the host institution.
- Article 17. Exchange students will pre-register for courses at the host university with the guidance and advice of their academic advisors. Each institution undertakes to provide information on courses, including course descriptions and syllabi/course handbooks.
- Article 18. Exchange students will be free to choose courses from the full range of courses available at the host institution, provided that they satisfy the individual course prerequisites, and that space is available.
- Article 19. Participants in the exchange must have their proposed program of studies at the host institution approved by their home institution prior to the exchange.
- Section A. Students participating in the exchange must maintain full-time enrollment for the duration of the exchange. The host institution agrees to stay in contact with the students for the duration of the exchange. Monitoring the participation of students in their course of study is incumbent upon the course instructors and not the International Office, and enrollment and participation is ultimately the responsibility of the student. However, if the International Office of the host institution finds out that a student drops below full-time enrollment, withdraws from the program or otherwise fails to make satisfactory progress toward completion of course work, or when a student is in danger of being dismissed from the program, the International Office of the host institution will inform the home institution immediately. For these purposes, USD considers full-time enrollment as 12 U.S. credits.
- Article 20. Students will be assigned an advisor for academic, social and practical matters by the host institution. Academic and/or attendance problems will be dealt with by the host institution for the duration of the exchange.
- Article 21. Exchange students will abide by the rules and regulations formally documented by the host institution and be subject to all due processes in the enforcement of said rules and regulations.

III. Exchange of Faculty.

- Article 22. Both institutions shall encourage the exchange of faculty members who may conduct research, teach classes, deliver lectures, or give special programs such as workshops. Activities will be negotiated prior to the exchange.
- Article 23. Both institutions shall provide, as appropriate, a list of members of the faculty interested in and qualified for the exchange. The number of exchange faculty members shall be determined by the two institutions. A final decision on accepting a visiting faculty member rests with the host institution. The term of the exchange shall be negotiated and determined by the needs of the two institutions.
- Article 24. The cost of salaries and other fringe benefits shall be the responsibility of the home institution.
- Article 25. Housing costs, cost of traveling, health insurance and other incidental costs are the responsibility of the individual faculty member.
- Article 26. Both institutions shall assist the exchange faculty members in locating funds from various international scholar programs or such individual granting agencies as are available.
- Article 27. Each institution shall provide support to exchange faculty members to locate suitable housing.
- Article 28. Participation of exchange faculty members in conferences shall be the responsibility of the host institution to the same extent as its own faculty.
- Article 29. Host institutions shall offer opportunities for visiting faculty to integrate fully into the life of the community, including invitations to campus-based professional development opportunities.
- Article 30. Faculty members and administrators of both institutions are welcome to make professional visits to their sister campus for familiarization with their counterparts and possible development of mutually beneficial programs.
- Article 31. Exchange faculty will abide by the rules and regulations formally documented by the host institution for all faculty members.

IV. Joint Research Activities, Publications and Other

- Article 32. The two institutions agree to undertake joint academic research, deploying their faculty members and facilities and drawing upon the strength of respective experiences in overseas programs.

- Article 33. Both institutions agree to discuss other proposals relating to future collaborations and exchange, including the possibility of brief exchange visits, joint publication of research, and other similar projects as appropriate.

V. Personal data protection

Given that Friedrich Schiller University is subject to the 2016/679 (EU) Regulation of the European Parliament and Council of 27 April 2016, the parties agree to comply, as applicable, with the security conditions and measures required for protecting the personal data of any natural person impacted by the implementation of the Agreement.

Each university determines individually, as data controller, the means for collecting personal data and the purposes of the personal data processing operations which it implements in respect of the implementation of the Agreement hereof and in compliance with the applicable personal data protection regulation(s).

If required to disclose all or part of personal data to competent judicial or administrative authorities ("authorized third-party processors") pursuant to applicable law, or in the event of imperative decisions, the parties undertake to limit the disclosure of personal data to that which is explicitly and restrictively required.

Both universities will collect personal data fairly and lawfully and will respect the information and the consent obtained from data subjects whenever this consent is required to implement processing. Both will process the personal data used pursuant to the legal grounds which are enforceable against it. Both will implement the technical and organizational security measures required for protecting personal data. Both will retain personal data for a period of time proportionate to fulfilling the purposes for which the data is processed and to take the legal retention periods, which are enforceable against it, into consideration.

Each university will notify the other of any request from data subjects to exercise their rights and will undertake to assist each other, without joint financial cost liability, in processing these requests. As such, data subjects may submit their requests indiscriminately to the Data Protection Officer or to any other person duly authorized and appointed in the absence of the Data Protection Officer.

The universities undertake to implement guarantees appropriate for preserving the confidentiality and integrity of data subjects' personal data which they may be required to process pursuant to the Agreement hereof.

Each party will notify the other of any personal data breach without delay and at the latest within 72 hours following the discovery of the aforementioned breach.

VI. Appointment of Coordinators

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

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

<p>University of South Dakota</p> <p>OUTGOING STUDENTS Name: Jessica Winterringer Title: Study Abroad Advisor Office: Gallagher Center Email: Jessica.Winterringer@usd.edu Telephone: 605-658-3594</p> <p>INCOMING STUDENTS/RENEWAL CONTACT Name: Patrick Morrison Title: Interim Director Office: Gallagher International Center Email: Patrick.Morrison@usd.edu Telephone: 605-658-6219</p>	<p>The Friedrich Schiller University, Jena</p> <p>Name: Jana Blumenstein Title: Study Abroad Coordinator (Outgoing for US) Office: International Office Email: jana.blumenstein@uni-jena.de Telephone: +49-3641-9401511 Fax: +49-3641-9401512</p>
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VII. Terms of Agreement

- Article 35. The individuals in the positions listed above agree to respond to inquiries and correspondence from the partner institution in a timely and efficient manner.
- Article 36. This agreement shall be valid for a period of five years. This agreement will be effective upon signature of the responsible authority of each institution. In the case of handwritten signature of the Agreement or further agreements or declarations to be made in writing after this Agreement, e.g., on the extension or amendment of the Agreement, it shall be sufficient to send the signed and scanned document electronically. Alternatively, the document may be signed with a qualified electronic signature and sent electronically. It may be terminated by either party by given written notice to the other institution six months in advance of the date of termination. A termination of the agreement will not affect persons who have already begun an exchange under its provisions.
- Article 37. Matters not provided in this agreement shall be decided by mutual agreement between the two institutions.
- Article 38. Modifications of this agreement shall be made in the form of a written addendum signed by both parties.
- Article 39. This agreement depends upon the continued availability of appropriated funds and expenditure authority for this purpose from the Legislature of the State of South Dakota. If for any reason the Legislature fails to appropriate or grant expenditure authority or if funds become unavailable by operation of law or federal funds reductions, this agreement will be terminated by USD. Termination for any of these reasons is not a default by USD nor does it give rise to a claim against USD.

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

for the University of South Dakota

for the Friedrich Schiller University, Jena

Sheila K. Gestring, President

Prof. Dr. Walter Rosenthal, President

Date:

Date:

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – G
DATE: October 5-6, 2022

SUBJECT

Dual Credit In-District Delivery Approvals: Brookings High School

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 2:5](#) – Seamless Transfer of Credit

[AAC Guideline 7.1](#) – Dual / Concurrent Credit Administration Guidelines

BACKGROUND / DISCUSSION

South Dakota State University (SDSU) is requesting authorization to renew a preexisting Memorandum of Understanding (MOU) to offer In-District Delivery of High School Dual Credit (HSDC) to the Brookings School District for the Spring 2023 semester. Brookings High School looks to offer two sections of MATH 114: College Algebra.

Previous agreements between SDSU & Brookings High School were approved at the Board's [April 2019](#) and [December 2021](#) meetings.

IMPACT AND RECOMMENDATION

Board office staff recommends approval.

ATTACHMENTS

Attachment I – In-District HSDC Memorandum of Understanding – SDSU & Brookings School District

DRAFT MOTION 20221005_5-G:

I move to approve the Memorandum of Understanding between the Board of Regents and the Brookings School District for in-district delivery of High School Dual Credit courses, as presented in Attachment I.

MEMORANDUM OF UNDERSTANDING
 South Dakota Board of Regents/Brookings
 High School/District
 July 2022

1. Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish guidelines for a collaborative partnership between the South Dakota Board of Regents and the Brookings High School/District. Both parties share a goal of developing and promoting a partnership to deliver fully accredited transferable university courses taught by university personnel at designated school district sites. This MOU will be effective July 1, 2022 through July 1, 2023.

2. Scope

This agreement identifies the commitments of each party to develop and deliver university courses to the Brookings High School/District. The South Dakota Board of Regents designates South Dakota State University as the institution providing instruction under this MOU.

3. Responsibilities

3.1 Authority

- 3.1.1** All current and applicable regental and university policies, guidelines and procedures apply to all course offerings and enrollment requirements.
- 3.1.2** University academic departments, faculty and/or personnel will determine the textbooks and course materials required for each course.
- 3.1.3** Brookings High School/District accepts responsibility for providing appropriate facilities, equipment and technology to deliver university courses in a manner that meets university standards.

3.2 Development and coordination of course offerings

- 3.2.1** Institutional staff will serve as the point of contact for communications between the regental system office and the school district regarding course offerings, instructor assignments and schedule of classes.
- 3.2.2** Brookings High School/District will propose course offerings for each semester, with the Institution determining the final schedule of course offerings in collaboration with the regental system office.

3.3 Scheduling and delivery of courses

- 3.3.1** The calendar and schedule for courses will align with the university calendar for each semester.
- 3.3.2** Course schedules must meet university accreditation requirements in regard to total hours of class time for the semester, as outlined in SDBOR Policy 2:32, Definition and Assignment of Credit Hours.
- 3.3.3** All courses will be taught by university personnel, to be approved by South Dakota State University for each course.

3.4 Enrollment

- 3.4.1** South Dakota State University will determine the minimum/maximum enrollment for each course and the number of course sections offered each semester with input from Brookings High School/District. However, guidelines and policies established by the Board of Regents require that in-district delivery shall only occur for sections with a minimum of 18 students; Brookings High School/District shall be assessed the equivalent full HSDC tuition rate per student below the 18 student minimum.

3.5 Tuition and course materials

- 3.5.1** Applicable tuition rates will be determined by regental and/or university policy and legislative requirements, with the Brookings High School/District responsible for payment of tuition for its students in university courses offered as part of the in-district delivery.
- 3.5.2** Brookings High School/District or its students will be responsible for the purchase of textbooks and materials required for each course, to be determined by the school district.

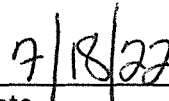
3.6 Registration and advising

- 3.6.1** South Dakota State University staff will provide a student orientation session at the start of each semester in coordination with the school district and respective universities.
- 3.6.2** All students enrolled in South Dakota State University courses will be assigned an advisor to manage all questions, issues and concerns. Students should not rely on school district staff for guidance on any issues involving university courses.
- 3.6.3** Course registration processes will follow regental system and university requirements and procedures, and South Dakota State University staff will process registrations and assist students as needed.
- 3.6.4** Instructors for university courses will utilize their university's internal early alert system to inform Institutional advisors of any academic performance concerns.
- 3.6.5** South Dakota State University staff will coordinate with the appropriate university entities to provide deficiency reports and final grades to the school district.

Approved by:



Brookings High School/District



Date

South Dakota Board of Regents

Date

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 5 – H
DATE: October 5-6, 2022

SUBJECT

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

CONTROLLING STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

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

Black Hills State University

Sodexo Transition – This work request is to use funds provided by Sodexo in the amount of \$854,640 for renovations and program enhancements for the addition of the new U-Cook station in the Hive, the renovation of the Student Union Coffee Shop, and the addition of the Bordeaux Hall Twelve Market. The work will include general carpentry, minor electrical and plumbing, interior finish, casework, signage, equipment upgrades and HVAC modifications. The work will be completed through the Sodexo food vendor contract and funded per Section 3.3.B of BHSU’s Statement of Work. Sodexo will perform all design, bidding, and contract work.

IMPACT AND RECOMMENDATIONS

Staff recommends approval of these projects.

ATTACHMENTS

None

DRAFT MOTION 20221005_5-H:

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 – I
DATE: October 5-6, 2022

SUBJECT

FY23 Operating Budgets

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL § 4-7-13](#) – Legislative adoption of financial plan for each year
[BOR Policy 5:19](#) – System Funding

BACKGROUND / DISCUSSION

At the conclusion of the 2022 legislative session, the FY23 General Bill (HB 1340) was passed and in it the Board of Regents received an overall increase of \$22,440,033 to the general fund base of which \$10,672,063 was appropriated for employee compensation, minimum adjustments, salary decompression, and targeted jobs. An additional \$8,614,767 was also included to freeze tuition and fees at FY22 rates while still supporting the 6% salary policy package. The total base general fund change was an increase of 9.51%. Attachment I summarizes the legislative action on the FY23 budget.

Attachment II provides the FY23 operating budgets for the six universities, NSU K-12 E-Learning, SDSU Extension, SDSU Agricultural Experiment Station, the USD Sanford School of Medicine, USD Law School, the two special schools, the Office of the Executive Director, System Issues (Federal Grants, Utilities – Energy Conservation, System Initiatives, Competitive Research and Innovative Research Grants, HEFF Projects and Lease Payments, Governor’s Research Centers, SD Opportunity Scholarship, etc.), Regents Information Systems, Regents Library Consortium, Enrollment Services Center, and Academic Initiatives. This summary presents each institution’s operating budget and FTE by fund source and National Association of College and University Business Officers (NACUBO) program.

Attachment III provides definitions of the nine National Association of College and University Business Officers (NACUBO) programs.

IMPACT AND RECOMMENDATIONS

None

ATTACHMENTS

Attachment I – FY23 Legislative Action Summary
Attachment II – FY23 Operating Budgets
Attachment III – NACUBO Definitions

INFORMATIONAL ITEM

**South Dakota Board of Regents
FY23 Budget Summary**

	FTE	GENERAL	FEDERAL	OTHER	TOTAL
FY22 Base Budget	\$ 5,140.40	\$ 235,934,255.00	\$ 89,369,003.00	\$ 512,201,442.00	\$ 837,504,700.00
FY23 Base Budget Appropriated Adjustments					
Utilities Increase/(Decrease)		\$ 938,277.00			\$ 938,277.00
Critical Deferred Lease Payment Adjustment		\$ (6,929.00)			\$ (6,929.00)
Maintenance & Repair		\$ 1,740,031.00			\$ 1,740,031.00
Post-Secondary Scholarship		\$ 31,582.00			\$ 31,582.00
Tuition Freeze		\$ 8,614,767.00			\$ 8,614,767.00
NSU E-Learning Expansion	\$ 5.00	\$ 491,000.00			\$ 491,000.00
NSU Transfer to NSU Center for High School E-Learning	\$ (34.90)	\$ (3,093,744.00)			\$ (3,093,744.00)
NSU Center for High School E-Learning transfer from NSU	\$ 34.90	\$ 3,093,744.00			\$ 3,093,744.00
BHSU Authority Increase/(Decrease) Request	\$ (5.00)			\$ (2,000,000.00)	\$ (2,000,000.00)
SDSU Authority Increase/(Decrease) Request	\$ (56.00)			\$ (12,000,000.00)	\$ (12,000,000.00)
DSU Authority Increase/(Decrease) Request	\$ 13.00		\$ 1,068,000.00		\$ 1,068,000.00
USD Coyote Business Consulting		\$ 88,050.00		\$ 211,950.00	\$ 300,000.00
USD Law Legal Writing FTE	\$ 1.00			\$ 141,327.00	\$ 141,327.00
USD Law Bar Prep Services				\$ 28,000.00	\$ 28,000.00
SDSD Harrisburg Contract Reduction		\$ (300,000.00)			\$ (300,000.00)
EXT Training for Small Meat Processors				\$ 150,000.00	\$ 150,000.00
FY23 Base Budget Without Salary Policy & Pool Allocations	\$ 5,098.40	\$ 247,531,033.00	\$ 90,437,003.00	\$ 498,732,719.00	\$ 836,700,755.00
Salary Policy Package					
Bureau Billings		\$ 10,672,063.00	\$ 2,485,098.00	\$ 5,872,368.00	\$ 19,029,529.00
Property Insurance Captive Pool		\$ 119,414.00	\$ 553.00	\$ 134,096.00	\$ 254,063.00
		\$ 51,778.00		\$ 388,336.00	\$ 440,114.00
FY23 Base Budget	\$ 5,098.40	\$ 258,374,288.00	\$ 92,922,654.00	\$ 505,127,519.00	\$ 856,424,461.00
FY23 Base Budget Load Changes					
BOR Authority Increase/(Decrease) Request			\$ 1,183,306.00	\$ 574,903.00	\$ 1,758,209.00
BHSU Authority Increase/(Decrease) Request	\$ (15.50)			\$ (1,831,418.00)	\$ (1,831,418.00)
FY23 Final Base Operating Budget	\$ 5,082.90	\$ 258,374,288.00	\$ 94,105,960.00	\$ 503,871,004.00	\$ 856,351,252.00
% Change from FY22	\$ (0.01)	\$ 0.10	\$ 0.05	\$ (0.02)	\$ 0.02

Black Hills State University
FY23 Operating Budget

Program	General Funds	HEFF	School & Public Lands	Tuition	Federal Appropriated	Federal Restricted	Other	Room & Board	Student Fees	All Funds
01 Instruction										
Personal Services	\$1,364,467	\$0	\$0	\$9,907,789	\$0	\$1,036	\$656,239	\$0	\$136,350	\$12,065,881
Operating Expense	\$2,590	\$0	\$0	\$318,200	\$0	\$2,184	\$621,495	\$0	\$530,923	\$1,475,392
Subtotal	\$1,367,057	\$0	\$0	\$10,225,989	\$0	\$3,221	\$1,277,734	\$0	\$667,273	\$13,541,273
FTE	17.8	-	-	100.2	-	-	6.8	-	0.1	124.9
02 Research										
Personal Services	\$62,313	\$0	\$0	\$87,343	\$0	\$1,055,084	\$129,731	\$0	\$0	\$1,334,471
Operating Expense	\$125	\$0	\$0	\$0	\$0	\$468,207	\$41,829	\$0	\$0	\$510,162
Subtotal	\$62,438	\$0	\$0	\$87,343	\$0	\$1,523,292	\$171,560	\$0	\$0	\$1,844,633
FTE	0.5	-	-	0.4	-	4.4	1.3	-	-	6.6
03 Public Service										
Personal Services	\$2,000	\$0	\$0	\$0	\$0	\$458,622	\$537,689	\$0	\$12,665	\$1,010,976
Operating Expense	\$5	\$0	\$0	\$3,600	\$0	\$280,919	\$494,459	\$0	\$0	\$778,983
Subtotal	\$2,005	\$0	\$0	\$3,600	\$0	\$739,541	\$1,032,148	\$0	\$12,665	\$1,789,959
FTE	-	-	-	-	-	6.3	6.3	-	-	12.6
04 Academic Support										
Personal Services	\$2,230,330	\$0	\$0	\$370,411	\$0	\$0	\$61,321	\$0	\$0	\$2,662,063
Operating Expense	\$4,395	\$0	\$0	\$1,142,035	\$0	\$7,035	\$65,150	\$0	\$30,000	\$1,248,615
Subtotal	\$2,234,725	\$0	\$0	\$1,512,446	\$0	\$7,035	\$126,471	\$0	\$30,000	\$3,910,678
FTE	23.4	-	-	3.1	-	-	0.6	-	-	27.1
05 Student Services										
Personal Services	\$2,357,872	\$0	\$0	\$1,464,112	\$0	\$223,853	\$114,826	\$0	\$197,109	\$4,357,771
Operating Expense	\$4,635	\$0	\$0	\$784,645	\$0	\$93,877	\$310,169	\$0	\$239,606	\$1,432,933
Subtotal	\$2,362,507	\$0	\$0	\$2,248,757	\$0	\$317,730	\$424,995	\$0	\$436,715	\$5,790,703
FTE	31.1	-	-	19.0	-	5.7	1.4	-	2.7	59.9
06 Institutional Support										
Personal Services	\$2,725,806	\$0	\$0	\$1,205,351	\$0	\$40,000	\$287,861	\$0	\$100,000	\$4,359,018
Operating Expense	\$5,360	\$0	\$173,360	\$768,398	\$0	\$0	\$494,712	\$0	\$0	\$1,441,830
Subtotal	\$2,731,166	\$0	\$173,360	\$1,973,749	\$0	\$40,000	\$782,573	\$0	\$100,000	\$5,800,848
FTE	27.0	-	-	9.6	-	1.0	5.3	-	-	42.9
07 Operation & Maintenance of Plant										
Personal Services	\$2,516,172	\$0	\$0	\$170,077	\$0	\$0	\$80,870	\$0	\$10,000	\$2,777,119
Operating Expense	\$708,569	\$31,161	\$0	\$664,500	\$0	\$0	\$254,500	\$0	\$74,342	\$1,733,072
Subtotal	\$3,224,741	\$31,161	\$0	\$834,577	\$0	\$0	\$335,370	\$0	\$84,342	\$4,510,191
FTE	45.0	-	-	2.1	-	-	1.9	-	-	49.0
08 Scholarship & Fellowship										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	\$0	\$0	\$0	\$0	\$0	\$1,000	\$114,072	\$0	\$7,000	\$122,072
Subtotal	\$0	\$0	\$0	\$0	\$0	\$1,000	\$114,072	\$0	\$7,000	\$122,072
FTE	-	-	-	-	-	-	-	-	-	-
09 Auxiliary Enterprise										
Personal Services	\$0	\$0	\$0	\$117,355	\$0	\$0	\$434,486	\$349,532	\$152,929	\$1,054,301
Operating Expense	\$0	\$0	\$0	\$41,800	\$0	\$0	\$567,013	\$2,685,910	\$707,208	\$4,001,931
Subtotal	\$0	\$0	\$0	\$159,155	\$0	\$0	\$1,001,499	\$3,035,442	\$860,137	\$5,056,233
FTE	-	-	-	1.0	-	-	9.3	4.1	2.0	16.4
Total Operating Budget										
Personal Services	\$11,258,960	\$0	\$0	\$13,322,437	\$0	\$1,778,596	\$2,303,023	\$349,532	\$609,053	\$29,621,600
Operating Expense	\$725,679	\$31,161	\$173,360	\$3,723,178	\$0	\$853,223	\$2,963,400	\$2,685,910	\$1,589,079	\$12,744,990
Subtotal	\$11,984,639	\$31,161	\$173,360	\$17,045,615	\$0	\$2,631,819	\$5,266,423	\$3,035,442	\$2,198,132	\$42,366,590
FTE	144.9	-	-	135.3	-	17.5	32.9	4.1	4.8	339.5

**Dakota State University
FY23 Operating Budget**

Program	General Funds	HEFF	School & Public Lands	Tuition	Federal Appropriated	Federal Restricted	Other	Room & Board	Student Fees	All Funds
01 Instruction										
Personal Services	\$1,638,629	\$0	\$0	\$12,141,103	\$0	\$40,952	\$965,664	\$0	\$1,636,095	\$16,422,443
Operating Expense	<u>\$41,594</u>	<u>\$0</u>	<u>\$0</u>	<u>\$289,512</u>	<u>\$0</u>	<u>\$166,425</u>	<u>\$72,812</u>	<u>\$0</u>	<u>\$1,159,115</u>	<u>\$1,729,458</u>
Subtotal	\$1,680,223	\$0	\$0	\$12,430,615	\$0	\$207,377	\$1,038,476	\$0	\$2,795,210	\$18,151,901
FTE	11.0	-	-	100.6	-	-	8.6	-	15.4	135.6
02 Research										
Personal Services	\$0	\$0	\$0	\$22,792	\$0	\$1,278,359	\$2,031,211	\$0	\$0	\$3,332,362
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$50</u>	<u>\$0</u>	<u>\$2,402,775</u>	<u>\$2,638,399</u>	<u>\$0</u>	<u>\$0</u>	<u>\$5,041,224</u>
Subtotal	\$0	\$0	\$0	\$22,842	\$0	\$3,681,134	\$4,669,610	\$0	\$0	\$8,373,586
FTE	-	-	-	-	-	1.0	5.1	-	-	6.1
03 Public Service										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$112,199	\$869,613	\$0	\$0	\$981,812
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$18,515</u>	<u>\$4,883,463</u>	<u>\$0</u>	<u>\$0</u>	<u>\$4,901,978</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$130,714	\$5,753,076	\$0	\$0	\$5,883,790
FTE	-	-	-	-	-	1.0	8.6	-	-	9.6
04 Academic Support										
Personal Services	\$1,973,368	\$0	\$0	\$912,889	\$0	\$0	\$917	\$0	\$62,925	\$2,950,099
Operating Expense	<u>\$2,593</u>	<u>\$0</u>	<u>\$173,360</u>	<u>\$236,478</u>	<u>\$0</u>	<u>\$0</u>	<u>\$32,053</u>	<u>\$0</u>	<u>\$570,800</u>	<u>\$1,015,284</u>
Subtotal	\$1,975,961	\$0	\$173,360	\$1,149,367	\$0	\$0	\$32,970	\$0	\$633,725	\$3,965,383
FTE	18.9	-	-	10.4	-	-	-	-	0.7	30.0
05 Student Services										
Personal Services	\$3,046,891	\$0	\$0	\$745,986	\$0	\$46,503	\$112,890	\$0	\$54,030	\$4,006,300
Operating Expense	<u>\$110,792</u>	<u>\$0</u>	<u>\$0</u>	<u>\$903,120</u>	<u>\$0</u>	<u>\$1,613</u>	<u>\$429,859</u>	<u>\$0</u>	<u>\$373,772</u>	<u>\$1,819,156</u>
Subtotal	\$3,157,683	\$0	\$0	\$1,649,106	\$0	\$48,116	\$542,749	\$0	\$427,802	\$5,825,456
FTE	47.1	-	-	8.8	-	0.6	1.8	-	0.2	58.5
06 Institutional Support										
Personal Services	\$3,191,352	\$0	\$0	\$1,469,703	\$0	\$67,542	\$910,348	\$0	\$57,928	\$5,696,873
Operating Expense	<u>\$11,808</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,121,365</u>	<u>\$0</u>	<u>\$59,591</u>	<u>\$696,453</u>	<u>\$0</u>	<u>\$105</u>	<u>\$1,889,322</u>
Subtotal	\$3,203,160	\$0	\$0	\$2,591,068	\$0	\$127,133	\$1,606,801	\$0	\$58,033	\$7,586,195
FTE	28.3	-	-	18.7	-	-	5.9	-	1.0	53.9
07 Operation & Maintenance of Plant										
Personal Services	\$1,646,130	\$0	\$0	\$103,846	\$0	\$199,931	\$0	\$0	\$27,829	\$1,977,736
Operating Expense	<u>\$575,836</u>	<u>\$22,362</u>	<u>\$0</u>	<u>\$192,451</u>	<u>\$0</u>	<u>\$25,072</u>	<u>\$27,189</u>	<u>\$0</u>	<u>\$69,500</u>	<u>\$912,415</u>
Subtotal	\$2,221,966	\$22,362	\$0	\$296,297	\$0	\$225,008	\$27,189	\$0	\$97,329	\$2,890,151
FTE	28.5	-	-	1.5	-	-	-	-	0.5	30.5
08 Scholarship & Fellowship										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$345,919	\$0	\$0	\$0	\$345,919
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$268,671</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$268,671</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$614,590	\$0	\$0	\$0	\$614,590
FTE	-	-	-	-	-	-	-	-	-	-
09 Auxiliary Enterprise										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$170,718	\$713,432	\$197,619	\$1,081,769
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$720,920</u>	<u>\$4,574,000</u>	<u>\$58,381</u>	<u>\$5,353,301</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$891,638	\$5,287,432	\$256,000	\$6,435,070
FTE	-	-	-	-	-	-	2.5	13.4	2.7	18.6
Total Operating Budget										
Personal Services	\$11,496,370	\$0	\$0	\$15,396,319	\$0	\$2,091,405	\$5,061,361	\$713,432	\$2,036,426	\$36,795,313
Operating Expense	<u>\$742,623</u>	<u>\$22,362</u>	<u>\$173,360</u>	<u>\$2,742,976</u>	<u>\$0</u>	<u>\$2,942,667</u>	<u>\$9,501,148</u>	<u>\$4,574,000</u>	<u>\$2,231,673</u>	<u>\$22,930,809</u>
Subtotal	\$12,238,993	\$22,362	\$173,360	\$18,139,295	\$0	\$5,034,072	\$14,562,509	\$5,287,432	\$4,268,099	\$59,726,122
FTE	133.8	-	-	140.0	-	2.6	32.5	13.4	20.5	342.8

**Northern State University
FY23 Operating Budget**

Program	General Funds	HEFF	School & Public Lands	Tuition	Federal Appropriated	Federal Restricted	Other	Room & Board	Student Fees	All Funds
01 Instruction										
Personal Services	\$2,690,153	\$0	\$0	\$8,787,320	\$0	\$127,240	\$969,792	\$0	\$237,443	\$12,811,948
Operating Expense	<u>\$5,277</u>	<u>\$0</u>	<u>\$126,493</u>	<u>\$2,084,517</u>	<u>\$0</u>	<u>\$5,000</u>	<u>\$2,826,585</u>	<u>\$0</u>	<u>\$367,172</u>	<u>\$5,415,044</u>
Subtotal	\$2,695,430	\$0	\$126,493	\$10,871,837	\$0	\$132,240	\$3,796,377	\$0	\$604,615	\$18,226,992
FTE	28.8	-	-	84.6	-	-	14.8	-	2.7	131.0
02 Research										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$115,115	\$17,591	\$0	\$0	\$132,706
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$83,959</u>	<u>\$102,081</u>	<u>\$0</u>	<u>\$0</u>	<u>\$186,040</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$199,074	\$119,672	\$0	\$0	\$318,746
FTE	-	-	-	-	-	1.5	-	-	-	1.5
03 Public Service										
Personal Services	\$0	\$0	\$0	\$261,761	\$0	\$320,350	\$3,091	\$0	\$0	\$585,202
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$3,540</u>	<u>\$0</u>	<u>\$294,784</u>	<u>\$96,150</u>	<u>\$0</u>	<u>\$0</u>	<u>\$394,474</u>
Subtotal	\$0	\$0	\$0	\$265,301	\$0	\$615,134	\$99,241	\$0	\$0	\$979,676
FTE	-	-	-	3.0	-	3.3	-	-	-	6.3
04 Academic Support										
Personal Services	\$2,456,597	\$0	\$0	\$179,954	\$0	\$77,117	\$2,063	\$0	\$0	\$2,715,731
Operating Expense	<u>\$108,219</u>	<u>\$0</u>	<u>\$146,900</u>	<u>\$690,392</u>	<u>\$0</u>	<u>\$10,000</u>	<u>\$26,102</u>	<u>\$0</u>	<u>\$12,000</u>	<u>\$993,613</u>
Subtotal	\$2,564,816	\$0	\$146,900	\$870,346	\$0	\$87,117	\$28,165	\$0	\$12,000	\$3,709,344
FTE	26.1	-	-	2.3	-	-	-	-	-	28.4
05 Student Services										
Personal Services	\$4,013,873	\$0	\$0	\$199,644	\$0	\$438,742	\$321,599	\$0	\$103,126	\$5,076,984
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$397,319</u>	<u>\$0</u>	<u>\$580,297</u>	<u>\$802,461</u>	<u>\$0</u>	<u>\$667,086</u>	<u>\$2,447,163</u>
Subtotal	\$4,013,873	\$0	\$0	\$596,963	\$0	\$1,019,039	\$1,124,060	\$0	\$770,212	\$7,524,147
FTE	53.4	-	-	1.8	-	3.4	4.0	-	0.9	63.4
06 Institutional Support										
Personal Services	\$2,523,236	\$0	\$0	\$398,415	\$0	\$68,322	\$990,802	\$0	\$0	\$3,980,775
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$789,868</u>	<u>\$0</u>	<u>\$0</u>	<u>\$300,800</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,090,668</u>
Subtotal	\$2,523,236	\$0	\$0	\$1,188,283	\$0	\$68,322	\$1,291,602	\$0	\$0	\$5,071,443
FTE	25.2	-	-	3.9	-	-	9.4	-	-	38.5
07 Operation & Maintenance of Plant										
Personal Services	\$1,840,376	\$0	\$0	\$0	\$0	\$5,600	\$118,353	\$0	\$0	\$1,964,329
Operating Expense	<u>\$877,305</u>	<u>\$36,293</u>	<u>\$0</u>	<u>\$980,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$78,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,971,598</u>
Subtotal	\$2,717,681	\$36,293	\$0	\$980,000	\$0	\$5,600	\$196,353	\$0	\$0	\$3,935,927
FTE	34.9	-	-	-	-	-	2.0	-	-	36.9
08 Scholarship & Fellowship										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
09 Auxiliary Enterprise										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$67,560	\$132,563	\$824,211	\$139,299	\$1,163,633
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$607,000</u>	<u>\$2,696,500</u>	<u>\$124,423</u>	<u>\$3,427,923</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$67,560	\$739,563	\$3,520,711	\$263,722	\$4,591,556
FTE	-	-	-	-	-	-	2.5	15.0	2.7	20.2
Total Operating Budget										
Personal Services	\$13,524,235	\$0	\$0	\$9,827,094	\$0	\$1,220,046	\$2,555,854	\$824,211	\$479,868	\$28,431,308
Operating Expense	<u>\$990,801</u>	<u>\$36,293</u>	<u>\$273,393</u>	<u>\$4,945,636</u>	<u>\$0</u>	<u>\$974,040</u>	<u>\$4,839,179</u>	<u>\$2,696,500</u>	<u>\$1,170,681</u>	<u>\$15,926,523</u>
Subtotal	\$14,515,036	\$36,293	\$273,393	\$14,772,730	\$0	\$2,194,086	\$7,395,033	\$3,520,711	\$1,650,549	\$44,357,831
FTE	168.5	-	-	95.5	-	8.2	32.7	15.0	6.3	326.1

Northern State University - High School E-Learning
FY23 Operating Budget

Program	General Funds	HEFF	School & Public Lands	Tuition	Federal Appropriated	Federal Restricted	Other	Room & Board	Student Fees	All Funds
01 Instruction										
Personal Services	\$2,737,940	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,737,940
Operating Expense	<u>\$175,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$175,000</u>
Subtotal	<u>\$2,912,940</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,912,940</u>
FTE	32.4	-	-	-	-	-	-	-	-	32.4
02 Research										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
FTE	-	-	-	-	-	-	-	-	-	-
03 Public Service										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
FTE	-	-	-	-	-	-	-	-	-	-
04 Academic Support										
Personal Services	\$626,821	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$626,821
Operating Expense	<u>\$194,418</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$194,418</u>
Subtotal	<u>\$821,239</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$821,239</u>
FTE	7.5	-	-	-	-	-	-	-	-	7.5
05 Student Services										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
FTE	-	-	-	-	-	-	-	-	-	-
06 Institutional Support										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
FTE	-	-	-	-	-	-	-	-	-	-
07 Operation & Maintenance of Plant										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
FTE	-	-	-	-	-	-	-	-	-	-
08 Scholarship & Fellowship										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
FTE	-	-	-	-	-	-	-	-	-	-
09 Auxiliary Enterprise										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
FTE	-	-	-	-	-	-	-	-	-	-
Total Operating Budget										
Personal Services	\$3,364,761	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,364,761
Operating Expense	<u>\$369,418</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$369,418</u>
Subtotal	<u>\$3,734,179</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$3,734,179</u>
FTE	39.9	-	-	-	-	-	-	-	-	39.9

South Dakota School of Mines and Technology
FY23 Operating Budget

Program	General Funds	HEFF	School & Public Lands	Tuition	Federal Appropriated	Federal Restricted	Other	Room & Board	Student Fees	All Funds
01 Instruction										
Personal Services	\$6,366,374	\$0	\$0	\$14,074,223	\$0	\$0	\$1,023,505	\$0	\$3,773,841	\$25,237,942
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,029,433</u>	<u>\$0</u>	<u>\$0</u>	<u>\$816,400</u>	<u>\$0</u>	<u>\$997,980</u>	<u>\$2,843,813</u>
Subtotal	\$6,366,374	\$0	\$0	\$15,103,655	\$0	\$0	\$1,839,905	\$0	\$4,771,820	\$28,081,755
FTE	56.1	-	-	89.7	-	-	5.7	-	33.4	184.9
02 Research										
Personal Services	\$174,050	\$0	\$0	\$0	\$0	\$6,145,328	\$1,625,595	\$0	\$0	\$7,944,973
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$5,189,303</u>	<u>\$1,832,355</u>	<u>\$0</u>	<u>\$0</u>	<u>\$7,021,657</u>
Subtotal	\$174,050	\$0	\$0	\$0	\$0	\$11,334,630	\$3,457,950	\$0	\$0	\$14,966,630
FTE	1.1	-	-	-	-	32.9	10.1	-	-	44.0
03 Public Service										
Personal Services	\$114,391	\$0	\$0	\$0	\$0	\$58,650	\$170,386	\$0	\$0	\$343,427
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$107,596</u>	<u>\$216,199</u>	<u>\$0</u>	<u>\$0</u>	<u>\$323,795</u>
Subtotal	\$114,391	\$0	\$0	\$0	\$0	\$166,247	\$386,585	\$0	\$0	\$667,222
FTE	1.0	-	-	-	-	0.7	1.0	-	-	2.7
04 Academic Support										
Personal Services	\$1,880,296	\$0	\$0	\$495,648	\$0	\$0	\$11,634	\$0	\$617,523	\$3,005,101
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$133,022</u>	<u>\$708,197</u>	<u>\$0</u>	<u>\$0</u>	<u>\$193,960</u>	<u>\$0</u>	<u>\$256,677</u>	<u>\$1,291,856</u>
Subtotal	\$1,880,296	\$0	\$133,022	\$1,203,845	\$0	\$0	\$205,594	\$0	\$874,200	\$4,296,957
FTE	23.2	-	-	3.8	-	-	0.1	-	5.3	32.3
05 Student Services										
Personal Services	\$3,904,834	\$0	\$0	\$598,724	\$0	\$0	\$136,915	\$0	\$509,383	\$5,149,856
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$525,015</u>	<u>\$0</u>	<u>\$0</u>	<u>\$694,746</u>	<u>\$0</u>	<u>\$766,005</u>	<u>\$1,985,766</u>
Subtotal	\$3,904,834	\$0	\$0	\$1,123,738	\$0	\$0	\$831,661	\$0	\$1,275,388	\$7,135,622
FTE	51.9	-	-	6.9	-	-	1.0	-	6.6	66.5
06 Institutional Support										
Personal Services	\$4,350,674	\$0	\$0	\$341,346	\$0	\$0	\$414,970	\$0	\$197,069	\$5,304,059
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,386,387</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,926,779</u>	<u>\$0</u>	<u>\$400,000</u>	<u>\$3,713,166</u>
Subtotal	\$4,350,674	\$0	\$0	\$1,727,733	\$0	\$0	\$2,341,749	\$0	\$597,069	\$9,017,226
FTE	44.7	-	-	1.6	-	-	3.6	-	1.5	51.4
07 Operation & Maintenance of Plant										
Personal Services	\$2,764,459	\$0	\$0	\$359,133	\$0	\$0	\$0	\$0	\$0	\$3,123,592
Operating Expense	<u>\$966,496</u>	<u>\$34,093</u>	<u>\$0</u>	<u>\$184,007</u>	<u>\$0</u>	<u>\$0</u>	<u>\$126,200</u>	<u>\$0</u>	<u>\$55,000</u>	<u>\$1,365,796</u>
Subtotal	\$3,730,955	\$34,093	\$0	\$543,140	\$0	\$0	\$126,200	\$0	\$55,000	\$4,489,388
FTE	49.7	-	-	3.7	-	-	-	-	-	53.4
08 Scholarship & Fellowship										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$920,697</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$920,697</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$920,697	\$0	\$0	\$0	\$920,697
FTE	-	-	-	-	-	-	-	-	-	-
09 Auxiliary Enterprise										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$334,770	\$552,871	\$249,157	\$1,136,798
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,194,627</u>	<u>\$5,301,151</u>	<u>\$266,488</u>	<u>\$6,762,266</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$1,529,397	\$5,854,022	\$515,645	\$7,899,064
FTE	-	-	-	-	-	-	4.4	5.1	3.6	13.1
Total Operating Budget										
Personal Services	\$19,555,078	\$0	\$0	\$15,869,073	\$0	\$6,203,978	\$3,717,774	\$552,871	\$5,346,973	\$51,245,747
Operating Expense	<u>\$966,496</u>	<u>\$34,093</u>	<u>\$133,022</u>	<u>\$3,833,039</u>	<u>\$0</u>	<u>\$6,217,596</u>	<u>\$7,001,266</u>	<u>\$5,301,151</u>	<u>\$2,742,150</u>	<u>\$26,228,813</u>
Subtotal	\$20,521,574	\$34,093	\$133,022	\$19,702,112	\$0	\$12,421,574	\$10,719,040	\$5,854,022	\$8,089,123	\$77,474,560
FTE	227.7	-	-	105.7	-	33.6	25.9	5.1	50.4	448.4

**South Dakota State University
FY23 Operating Budget**

Program	General Funds	HEFF	School & Public Lands	Tuition	Federal Appropriated	Federal Restricted	Other	Room & Board	Student Fees	All Funds
01 Instruction										
Personal Services	\$17,985,697	\$0	\$0	\$35,503,441	\$0	\$639,935	\$2,599,666	\$0	\$12,008,448	\$68,737,185
Operating Expense	\$848,184	\$0	\$0	\$3,495,048	\$0	\$170,043	\$3,082,539	\$0	\$4,753,392	\$12,349,206
Subtotal	\$18,833,881	\$0	\$0	\$38,998,489	\$0	\$809,978	\$5,682,205	\$0	\$16,761,840	\$81,086,392
FTE	178.7	-	-	295.7	-	0.6	21.0	-	108.1	604.0
02 Research										
Personal Services	\$965,429	\$0	\$0	\$0	\$0	\$5,621,205	\$3,023,584	\$0	\$0	\$9,610,218
Operating Expense	\$19,570	\$0	\$0	\$36,416	\$0	\$6,273,718	\$938,882	\$0	\$0	\$7,268,586
Subtotal	\$984,999	\$0	\$0	\$36,416	\$0	\$11,894,924	\$3,962,466	\$0	\$0	\$16,878,804
FTE	8.3	-	-	-	-	13.7	21.5	-	-	43.5
03 Public Service										
Personal Services	\$1,842,025	\$0	\$0	\$0	\$0	\$1,983,693	\$2,964,824	\$0	\$0	\$6,790,542
Operating Expense	\$219,048	\$0	\$0	\$0	\$0	\$2,004,011	\$3,758,596	\$0	\$0	\$5,981,656
Subtotal	\$2,061,073	\$0	\$0	\$0	\$0	\$3,987,705	\$6,723,420	\$0	\$0	\$12,772,198
FTE	18.1	-	-	-	-	16.8	43.2	-	-	78.1
04 Academic Support										
Personal Services	\$6,601,988	\$0	\$0	\$7,126,593	\$0	\$43,855	\$1,077,505	\$0	\$873,371	\$15,723,311
Operating Expense	\$17,000	\$0	\$0	\$5,121,640	\$0	\$1,366,239	\$1,069,254	\$0	\$1,140,450	\$8,714,582
Subtotal	\$6,618,988	\$0	\$0	\$12,248,232	\$0	\$1,410,094	\$2,146,759	\$0	\$2,013,821	\$24,437,893
FTE	87.9	-	-	54.7	-	-	12.3	-	8.6	163.5
05 Student Services										
Personal Services	\$8,466,052	\$0	\$404,809	\$3,775,399	\$0	\$324,916	\$2,760,588	\$0	\$1,159,137	\$16,890,901
Operating Expense	\$8,224	\$0	\$443,642	\$2,469,172	\$0	\$1,901,805	\$5,642,066	\$0	\$3,987,594	\$14,452,503
Subtotal	\$8,474,276	\$0	\$848,451	\$6,244,571	\$0	\$2,226,722	\$8,402,653	\$0	\$5,146,731	\$31,343,404
FTE	120.4	-	5.5	40.2	-	5.0	16.0	-	13.5	200.6
06 Institutional Support										
Personal Services	\$6,628,831	\$0	\$0	\$5,223,678	\$0	\$0	\$4,499,855	\$0	\$251,319	\$16,603,683
Operating Expense	\$888,282	\$0	\$0	\$5,314,806	\$0	\$255,190	\$1,500,182	\$0	\$3,069,093	\$11,027,554
Subtotal	\$7,517,113	\$0	\$0	\$10,538,485	\$0	\$255,190	\$6,000,037	\$0	\$3,320,412	\$27,631,237
FTE	108.3	-	-	31.0	-	-	31.7	-	3.7	174.7
07 Operation & Maintenance of Plant										
Personal Services	\$9,378,629	\$0	\$0	\$191,389	\$0	\$0	\$4,257,208	\$0	\$0	\$13,827,226
Operating Expense	\$3,781,282	\$131,975	\$0	\$1,408,607	\$0	\$538,130	\$2,885,907	\$0	\$1,067,053	\$9,812,955
Subtotal	\$13,159,911	\$131,975	\$0	\$1,599,996	\$0	\$538,130	\$7,143,115	\$0	\$1,067,053	\$23,640,181
FTE	153.3	-	-	1.0	-	-	58.3	-	-	212.7
08 Scholarship & Fellowship										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$512,290	\$0	\$0	\$0	\$512,290
Operating Expense	\$0	\$0	\$0	\$350,000	\$0	\$1,555,812	\$514,303	\$0	\$0	\$2,420,115
Subtotal	\$0	\$0	\$0	\$350,000	\$0	\$2,068,102	\$514,303	\$0	\$0	\$2,932,405
FTE	-	-	-	-	-	-	-	-	-	-
09 Auxiliary Enterprise										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$739,269	\$3,622,815	\$1,213,715	\$5,575,799
Operating Expense	\$0	\$0	\$0	\$0	\$0	\$536,890	\$3,439,393	\$14,595,293	\$903,908	\$19,475,484
Subtotal	\$0	\$0	\$0	\$0	\$0	\$536,890	\$4,178,662	\$18,218,108	\$2,117,623	\$25,051,283
FTE	-	-	-	-	-	-	7.7	58.0	19.1	84.8
Total Operating Budget										
Personal Services	\$51,868,650	\$0	\$404,809	\$51,820,500	\$0	\$9,125,895	\$21,922,497	\$3,622,815	\$15,505,990	\$154,271,156
Operating Expense	\$5,781,590	\$131,975	\$443,642	\$18,195,689	\$0	\$14,601,840	\$22,831,122	\$14,595,293	\$14,921,490	\$91,502,641
Subtotal	\$57,650,240	\$131,975	\$848,451	\$70,016,189	\$0	\$23,727,735	\$44,753,619	\$18,218,108	\$30,427,480	\$245,773,797
FTE	675.0	-	5.5	422.5	-	36.0	211.7	58.0	153.0	1,561.7

**SDSU Extension
FY23 Operating Budget**

Program	General Funds	HEFF	School & Public Lands	Tuition	Federal Appropriated	Federal Restricted	Other	Room & Board	Student Fees	All Funds
01 Instruction										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
02 Research										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
03 Public Service										
Personal Services	\$9,330,172	\$0	\$0	\$0	\$2,169,607	\$1,516,060	\$1,253,983	\$0	\$0	\$14,269,822
Operating Expense	<u>\$305,191</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,294,445</u>	<u>\$1,000,460</u>	<u>\$1,476,940</u>	<u>\$0</u>	<u>\$0</u>	<u>\$5,077,036</u>
Subtotal	\$9,635,363	\$0	\$0	\$0	\$4,464,052	\$2,516,520	\$2,730,923	\$0	\$0	\$19,346,858
FTE	114.0	-	-	-	38.5	9.8	18.1	-	-	180.4
04 Academic Support										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
05 Student Services										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
06 Institutional Support										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
07 Operation & Maintenance of Plant										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
08 Scholarship & Fellowship										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
09 Auxiliary Enterprise										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
Total Operating Budget										
Personal Services	\$9,330,172	\$0	\$0	\$0	\$2,169,607	\$1,516,060	\$1,253,983	\$0	\$0	\$14,269,822
Operating Expense	<u>\$305,191</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,294,445</u>	<u>\$1,000,460</u>	<u>\$1,476,940</u>	<u>\$0</u>	<u>\$0</u>	<u>\$5,077,036</u>
Subtotal	\$9,635,363	\$0	\$0	\$0	\$4,464,052	\$2,516,520	\$2,730,923	\$0	\$0	\$19,346,858
FTE	114.0	-	-	-	38.5	9.8	18.1	-	-	180.4

**SDSU Agriculture Experiment Station
FY23 Operating Budget**

Program	General Funds	HEFF	School & Public Lands	Tuition	Federal Appropriated	Federal Restricted	Other	Room & Board	Student Fees	All Funds
01 Instruction										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
02 Research										
Personal Services	\$13,422,411	\$0	\$50,000	\$0	\$1,856,974	\$3,954,451	\$6,131,011	\$0	\$0	\$25,414,847
Operating Expense	<u>\$628,281</u>	<u>\$0</u>	<u>\$350,000</u>	<u>\$0</u>	<u>\$2,118,876</u>	<u>\$3,751,035</u>	<u>\$9,487,942</u>	<u>\$0</u>	<u>\$0</u>	<u>\$16,336,134</u>
Subtotal	\$14,050,692	\$0	\$400,000	\$0	\$3,975,850	\$7,705,486	\$15,618,953	\$0	\$0	\$41,750,981
FTE	136.0	-	-	-	15.2	29.0	56.1	-	-	236.3
03 Public Service										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
04 Academic Support										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
05 Student Services										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
06 Institutional Support										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
07 Operation & Maintenance of Plant										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
08 Scholarship & Fellowship										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
09 Auxiliary Enterprise										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
Total Operating Budget										
Personal Services	\$13,422,411	\$0	\$50,000	\$0	\$1,856,974	\$3,954,451	\$6,131,011	\$0	\$0	\$25,414,847
Operating Expense	<u>\$628,281</u>	<u>\$0</u>	<u>\$350,000</u>	<u>\$0</u>	<u>\$2,118,876</u>	<u>\$3,751,035</u>	<u>\$9,487,942</u>	<u>\$0</u>	<u>\$0</u>	<u>\$16,336,134</u>
Subtotal	\$14,050,692	\$0	\$400,000	\$0	\$3,975,850	\$7,705,486	\$15,618,953	\$0	\$0	\$41,750,981
FTE	136.0	-	-	-	15.2	29.0	56.1	-	-	236.3

**University of South Dakota
FY23 Operating Budget**

Program	General Funds	HEFF	School & Public Lands	Tuition	Federal Appropriated	Federal Restricted	Other	Room & Board	Student Fees	All Funds
01 Instruction										
Personal Services	\$7,836,011	\$0	\$0	\$26,973,673	\$0	\$0	\$1,341,621	\$0	\$1,654,494	\$37,805,800
Operating Expense	<u>\$194,762</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,350,434</u>	<u>\$0</u>	<u>\$52,372</u>	<u>\$1,447,827</u>	<u>\$0</u>	<u>\$1,161,030</u>	<u>\$5,206,424</u>
Subtotal	<u>\$8,030,773</u>	<u>\$0</u>	<u>\$0</u>	<u>\$29,324,106</u>	<u>\$0</u>	<u>\$52,372</u>	<u>\$2,789,449</u>	<u>\$0</u>	<u>\$2,815,525</u>	<u>\$43,012,224</u>
FTE	69.1	-	-	245.9	-	-	7.4	-	13.3	335.8
02 Research										
Personal Services	\$83,731	\$0	\$0	\$232,806	\$0	\$1,742,391	\$1,398,062	\$0	\$5,015	\$3,462,005
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$212,516</u>	<u>\$0</u>	<u>\$1,733,576</u>	<u>\$919,521</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,865,612</u>
Subtotal	<u>\$83,731</u>	<u>\$0</u>	<u>\$0</u>	<u>\$445,321</u>	<u>\$0</u>	<u>\$3,475,968</u>	<u>\$2,317,583</u>	<u>\$0</u>	<u>\$5,015</u>	<u>\$6,327,618</u>
FTE	0.6	-	-	2.8	-	6.1	8.7	-	-	18.2
03 Public Service										
Personal Services	\$133,655	\$0	\$0	\$57,947	\$0	\$5,425,545	\$1,498,575	\$0	\$0	\$7,115,722
Operating Expense	<u>\$592</u>	<u>\$0</u>	<u>\$0</u>	<u>\$26,037</u>	<u>\$0</u>	<u>\$1,598,388</u>	<u>\$1,821,151</u>	<u>\$0</u>	<u>\$0</u>	<u>\$3,446,168</u>
Subtotal	<u>\$134,247</u>	<u>\$0</u>	<u>\$0</u>	<u>\$83,984</u>	<u>\$0</u>	<u>\$7,023,933</u>	<u>\$3,319,726</u>	<u>\$0</u>	<u>\$0</u>	<u>\$10,561,890</u>
FTE	1.3	-	-	0.7	-	68.0	13.0	-	-	83.0
04 Academic Support										
Personal Services	\$8,291,106	\$0	\$0	\$4,434,207	\$0	\$0	\$2,185,884	\$0	\$147,155	\$15,058,352
Operating Expense	<u>\$217,592</u>	<u>\$0</u>	<u>\$236,041</u>	<u>\$3,902,830</u>	<u>\$0</u>	<u>\$40,411</u>	<u>\$1,041,835</u>	<u>\$0</u>	<u>\$195,822</u>	<u>\$5,634,530</u>
Subtotal	<u>\$8,508,698</u>	<u>\$0</u>	<u>\$236,041</u>	<u>\$8,337,036</u>	<u>\$0</u>	<u>\$40,411</u>	<u>\$3,227,719</u>	<u>\$0</u>	<u>\$342,977</u>	<u>\$20,692,882</u>
FTE	89.4	-	-	46.9	-	-	21.1	-	1.4	158.8
05 Student Services										
Personal Services	\$8,955,053	\$0	\$0	\$1,496,154	\$0	\$60,092	\$766,809	\$0	\$1,978,572	\$13,256,680
Operating Expense	<u>\$94,043</u>	<u>\$0</u>	<u>\$0</u>	<u>\$977,608</u>	<u>\$0</u>	<u>\$55,613</u>	<u>\$4,043,414</u>	<u>\$0</u>	<u>\$2,838,765</u>	<u>\$8,009,443</u>
Subtotal	<u>\$9,049,095</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,473,762</u>	<u>\$0</u>	<u>\$115,705</u>	<u>\$4,810,223</u>	<u>\$0</u>	<u>\$4,817,337</u>	<u>\$21,266,123</u>
FTE	107.2	-	-	19.7	-	0.7	5.4	-	20.8	153.9
06 Institutional Support										
Personal Services	\$8,823,667	\$0	\$0	\$2,150,524	\$0	\$0	\$4,035,693	\$0	\$560,792	\$15,570,676
Operating Expense	<u>\$575,848</u>	<u>\$0</u>	<u>\$0</u>	<u>\$3,087,781</u>	<u>\$0</u>	<u>\$0</u>	<u>\$3,233,978</u>	<u>\$0</u>	<u>\$332,646</u>	<u>\$7,230,253</u>
Subtotal	<u>\$9,399,515</u>	<u>\$0</u>	<u>\$0</u>	<u>\$5,238,305</u>	<u>\$0</u>	<u>\$0</u>	<u>\$7,269,671</u>	<u>\$0</u>	<u>\$893,438</u>	<u>\$22,800,929</u>
FTE	84.2	-	-	18.1	-	-	31.0	-	11.9	145.2
07 Operation & Maintenance of Plant										
Personal Services	\$4,833,611	\$0	\$0	\$490,045	\$0	\$0	\$3,070,030	\$0	\$532,093	\$8,925,779
Operating Expense	<u>\$2,680,331</u>	<u>\$87,983</u>	<u>\$0</u>	<u>\$165,571</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,480,211</u>	<u>\$0</u>	<u>\$196,100</u>	<u>\$4,610,197</u>
Subtotal	<u>\$7,513,942</u>	<u>\$87,983</u>	<u>\$0</u>	<u>\$655,617</u>	<u>\$0</u>	<u>\$0</u>	<u>\$4,550,241</u>	<u>\$0</u>	<u>\$728,193</u>	<u>\$13,535,975</u>
FTE	81.8	-	-	8.3	-	-	48.1	-	7.8	146.0
08 Scholarship & Fellowship										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$648,376	\$0	\$0	\$0	\$648,376
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$158,287</u>	<u>\$0</u>	<u>\$0</u>	<u>\$158,287</u>
Subtotal	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$648,376</u>	<u>\$158,287</u>	<u>\$0</u>	<u>\$0</u>	<u>\$806,664</u>
FTE	-	-	-	-	-	-	-	-	-	-
09 Auxiliary Enterprise										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$833,159	\$1,131,942	\$321,039	\$2,286,140
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$916,951</u>	<u>\$9,578,602</u>	<u>\$518,463</u>	<u>\$11,014,017</u>
Subtotal	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,750,110</u>	<u>\$10,710,544</u>	<u>\$839,503</u>	<u>\$13,300,157</u>
FTE	-	-	-	-	-	-	11.5	18.5	3.9	34.0
Total Operating Budget										
Personal Services	\$38,956,834	\$0	\$0	\$35,835,355	\$0	\$7,876,405	\$15,129,833	\$1,131,942	\$5,199,161	\$104,129,530
Operating Expense	<u>\$3,763,167</u>	<u>\$87,983</u>	<u>\$236,041</u>	<u>\$10,722,777</u>	<u>\$0</u>	<u>\$3,480,360</u>	<u>\$15,063,176</u>	<u>\$9,578,602</u>	<u>\$5,242,826</u>	<u>\$48,174,932</u>
Subtotal	<u>\$42,720,001</u>	<u>\$87,983</u>	<u>\$236,041</u>	<u>\$46,558,132</u>	<u>\$0</u>	<u>\$11,356,765</u>	<u>\$30,193,009</u>	<u>\$10,710,544</u>	<u>\$10,441,987</u>	<u>\$152,304,462</u>
FTE	433.7	-	-	342.4	-	74.8	146.2	18.5	59.2	1,074.9

USD Law School
FY23 Operating Budget

Program	General Funds	HEFF	School & Public Lands	Tuition	Federal Appropriated	Federal Restricted	Other	Room & Board	Student Fees	All Funds
01 Instruction										
Personal Services	\$940,572	\$0	\$0	\$1,982,536	\$0	\$12,670	\$113,580	\$0	\$0	\$3,049,358
Operating Expense	<u>\$57,784</u>	<u>\$0</u>	<u>\$0</u>	<u>\$318,212</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$375,996</u>
Subtotal	\$998,356	\$0	\$0	\$2,300,748	\$0	\$12,670	\$113,580	\$0	\$0	\$3,425,354
FTE	8.6	-	-	12.1	-	0.2	0.3	-	-	21.2
02 Research										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
03 Public Service										
Personal Services	\$0	\$0	\$0	\$52,227	\$0	\$58,523	\$0	\$0	\$0	\$110,750
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,483</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,483</u>
Subtotal	\$0	\$0	\$0	\$52,227	\$0	\$61,006	\$0	\$0	\$0	\$113,233
FTE	-	-	-	0.5	-	0.5	-	-	-	1.0
04 Academic Support										
Personal Services	\$989,262	\$0	\$0	\$359,368	\$0	\$8,099	\$14,401	\$0	\$122,412	\$1,493,542
Operating Expense	<u>\$148,479</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$161,129</u>	<u>\$0</u>	<u>\$569,600</u>	<u>\$879,208</u>
Subtotal	\$1,137,741	\$0	\$0	\$359,368	\$0	\$8,099	\$175,530	\$0	\$692,012	\$2,372,750
FTE	9.3	-	-	1.3	-	0.1	-	-	1.3	12.1
05 Student Services										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$18,539</u>	<u>\$0</u>	<u>\$0</u>	<u>\$10,900</u>	<u>\$0</u>	<u>\$0</u>	<u>\$29,439</u>
Subtotal	\$0	\$0	\$0	\$18,539	\$0	\$0	\$10,900	\$0	\$0	\$29,439
FTE	-	-	-	-	-	-	-	-	-	-
06 Institutional Support										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
07 Operation & Maintenance of Plant										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
08 Scholarship & Fellowship										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
09 Auxiliary Enterprise										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
Total Operating Budget										
Personal Services	\$1,929,834	\$0	\$0	\$2,394,131	\$0	\$79,292	\$127,981	\$0	\$122,412	\$4,653,650
Operating Expense	<u>\$206,263</u>	<u>\$0</u>	<u>\$0</u>	<u>\$336,751</u>	<u>\$0</u>	<u>\$2,483</u>	<u>\$172,029</u>	<u>\$0</u>	<u>\$569,600</u>	<u>\$1,287,126</u>
Subtotal	\$2,136,097	\$0	\$0	\$2,730,882	\$0	\$81,775	\$300,010	\$0	\$692,012	\$5,940,776
FTE	18.0	-	-	14.0	-	0.8	0.3	-	1.3	34.3

**USD Sanford School of Medicine
FY23 Operating Budget**

Program	General Funds	HEFF	School & Public Lands	Tuition	Federal Appropriated	Federal Restricted	Other	Room & Board	Student Fees	All Funds
01 Instruction										
Personal Services	\$16,975,755	\$0	\$0	\$7,662,322	\$0	\$0	\$2,503,079	\$0	\$2,129,259	\$29,270,415
Operating Expense	<u>\$3,690,942</u>	<u>\$0</u>	<u>\$0</u>	<u>\$3,537,800</u>	<u>\$0</u>	<u>\$0</u>	<u>\$541,179</u>	<u>\$0</u>	<u>\$1,338,709</u>	<u>\$9,108,629</u>
Subtotal	\$20,666,696	\$0	\$0	\$11,200,122	\$0	\$0	\$3,044,258	\$0	\$3,467,968	\$38,379,044
FTE	134.1	-	-	54.4	-	-	9.3	-	17.3	215.2
02 Research										
Personal Services	\$0	\$0	\$0	\$40,120	\$0	\$2,741,856	\$626,186	\$0	\$0	\$3,408,162
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$35,900</u>	<u>\$0</u>	<u>\$4,039,603</u>	<u>\$682,896</u>	<u>\$0</u>	<u>\$0</u>	<u>\$4,758,399</u>
Subtotal	\$0	\$0	\$0	\$76,020	\$0	\$6,781,460	\$1,309,082	\$0	\$0	\$8,166,561
FTE	-	-	-	-	-	28.5	9.0	-	-	37.6
03 Public Service										
Personal Services	\$245,947	\$0	\$0	\$0	\$0	\$3,903,222	\$959,226	\$0	\$0	\$5,108,394
Operating Expense	<u>\$24,050</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,249,668</u>	<u>\$568,271</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,841,988</u>
Subtotal	\$269,997	\$0	\$0	\$0	\$0	\$5,152,889	\$1,527,496	\$0	\$0	\$6,950,382
FTE	2.0	-	-	-	-	34.1	10.0	-	-	46.1
04 Academic Support										
Personal Services	\$4,486,991	\$0	\$0	\$92,583	\$0	\$0	\$1,408,748	\$0	\$0	\$5,988,322
Operating Expense	<u>\$5,150</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,078,678</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,649,757</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,733,585</u>
Subtotal	\$4,492,141	\$0	\$0	\$1,171,261	\$0	\$0	\$3,058,505	\$0	\$0	\$8,721,907
FTE	32.8	-	-	0.7	-	-	9.5	-	-	43.0
05 Student Services										
Personal Services	\$983,515	\$0	\$0	\$230,830	\$0	\$0	\$0	\$0	\$0	\$1,214,345
Operating Expense	<u>\$1,471</u>	<u>\$0</u>	<u>\$0</u>	<u>\$97,500</u>	<u>\$0</u>	<u>\$0</u>	<u>\$4,500</u>	<u>\$0</u>	<u>\$0</u>	<u>\$103,471</u>
Subtotal	\$984,986	\$0	\$0	\$328,330	\$0	\$0	\$4,500	\$0	\$0	\$1,317,816
FTE	9.7	-	-	2.5	-	-	-	-	-	12.2
06 Institutional Support										
Personal Services	\$471,533	\$0	\$0	\$0	\$0	\$0	\$309,790	\$0	\$0	\$781,322
Operating Expense	<u>\$2,326</u>	<u>\$0</u>	<u>\$0</u>	<u>\$8,224</u>	<u>\$0</u>	<u>\$0</u>	<u>\$543,143</u>	<u>\$0</u>	<u>\$0</u>	<u>\$553,694</u>
Subtotal	\$473,859	\$0	\$0	\$8,224	\$0	\$0	\$852,933	\$0	\$0	\$1,335,016
FTE	4.9	-	-	-	-	-	1.5	-	-	6.5
07 Operation & Maintenance of Plant										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
08 Scholarship & Fellowship										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
09 Auxiliary Enterprise										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
Total Operating Budget										
Personal Services	\$23,163,740	\$0	\$0	\$8,025,855	\$0	\$6,645,078	\$5,807,028	\$0	\$2,129,259	\$45,770,960
Operating Expense	<u>\$3,723,939</u>	<u>\$0</u>	<u>\$0</u>	<u>\$4,758,102</u>	<u>\$0</u>	<u>\$5,289,271</u>	<u>\$3,989,745</u>	<u>\$0</u>	<u>\$1,338,709</u>	<u>\$19,099,766</u>
Subtotal	\$26,887,679	\$0	\$0	\$12,783,957	\$0	\$11,934,349	\$9,796,773	\$0	\$3,467,968	\$64,870,726
FTE	183.5	-	-	57.6	-	62.7	39.4	-	17.3	360.5

South Dakota School for the Deaf
FY23 Operating Budget

Program	General Funds	HEFF	School & Public Lands	Tuition	Federal Appropriated	Federal Restricted	Other	Room & Board	Student Fees	All Funds
01 Instruction										
Personal Services	\$1,141,216	\$0	\$0	\$0	\$0	\$0	\$3,500	\$0	\$0	\$1,144,716
Operating Expense	<u>\$235,000</u>	<u>\$0</u>	<u>\$14,500</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$93,255</u>	<u>\$0</u>	<u>\$0</u>	<u>\$342,755</u>
Subtotal	\$1,376,216	\$0	\$14,500	\$0	\$0	\$0	\$96,755	\$0	\$0	\$1,487,471
FTE	16.2	-	-	-	-	-	0.0	-	-	16.2
02 Research										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
03 Public Service										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
04 Academic Support										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
05 Student Services										
Personal Services	\$487,784	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$487,784
Operating Expense	<u>\$180,297</u>	<u>\$0</u>	<u>\$20,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$200,297</u>
Subtotal	\$668,081	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$688,081
FTE	7.0	-	-	-	-	-	-	-	-	7.0
06 Institutional Support										
Personal Services	\$470,268	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$470,268
Operating Expense	<u>\$169,800</u>	<u>\$0</u>	<u>\$10,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$9,500</u>	<u>\$0</u>	<u>\$0</u>	<u>\$189,300</u>
Subtotal	\$640,068	\$0	\$10,000	\$0	\$0	\$0	\$9,500	\$0	\$0	\$659,568
FTE	2.8	-	-	-	-	-	-	-	-	2.8
07 Operation & Maintenance of Plant										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$147,455</u>	<u>\$0</u>	<u>\$232,882</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$84,574</u>	<u>\$0</u>	<u>\$0</u>	<u>\$464,911</u>
Subtotal	\$147,455	\$0	\$232,882	\$0	\$0	\$0	\$84,574	\$0	\$0	\$464,911
FTE	-	-	-	-	-	-	-	-	-	-
08 Scholarship & Fellowship										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
09 Auxiliary Enterprise										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
Total Operating Budget										
Personal Services	\$2,099,268	\$0	\$0	\$0	\$0	\$0	\$3,500	\$0	\$0	\$2,102,768
Operating Expense	<u>\$732,552</u>	<u>\$0</u>	<u>\$277,382</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$187,329</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,197,263</u>
Subtotal	\$2,831,820	\$0	\$277,382	\$0	\$0	\$0	\$190,829	\$0	\$0	\$3,300,031
FTE	26.0	-	-	-	-	-	0.0	-	-	26.0

**SD School for the Blind and Visually Impaired
FY23 Operating Budget**

Program	General Funds	HEFF	School & Public Lands	Tuition	Federal Appropriated	Federal Restricted	Other	Room & Board	Student Fees	All Funds
01 Instruction										
Personal Services	\$1,698,584	\$0	\$0	\$0	\$0	\$59,042	\$220,416	\$0	\$0	\$1,978,042
Operating Expense	<u>\$200,500</u>	<u>\$0</u>	<u>\$17,040</u>	<u>\$0</u>	<u>\$0</u>	<u>\$27,835</u>	<u>\$36,047</u>	<u>\$0</u>	<u>\$0</u>	<u>\$281,422</u>
Subtotal	\$1,899,084	\$0	\$17,040	\$0	\$0	\$86,877	\$256,463	\$0	\$0	\$2,259,464
FTE	24.6	-	-	-	-	0.8	1.8	-	-	27.1
02 Research										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
03 Public Service										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
04 Academic Support										
Personal Services	\$32,993	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$32,993
Operating Expense	<u>\$4,315</u>	<u>\$0</u>	<u>\$1,500</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$5,815</u>
Subtotal	\$37,308	\$0	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$38,808
FTE	0.3	-	-	-	-	-	-	-	-	0.3
05 Student Services										
Personal Services	\$530,795	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$530,795
Operating Expense	<u>\$55,280</u>	<u>\$0</u>	<u>\$9,339</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$6,500</u>	<u>\$0</u>	<u>\$0</u>	<u>\$71,119</u>
Subtotal	\$586,075	\$0	\$9,339	\$0	\$0	\$0	\$6,500	\$0	\$0	\$601,914
FTE	9.8	-	-	-	-	-	-	-	-	9.8
06 Institutional Support										
Personal Services	\$367,882	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$367,882
Operating Expense	<u>\$148,361</u>	<u>\$0</u>	<u>\$33,934</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,700</u>	<u>\$0</u>	<u>\$0</u>	<u>\$184,995</u>
Subtotal	\$516,243	\$0	\$33,934	\$0	\$0	\$0	\$2,700	\$0	\$0	\$552,877
FTE	3.5	-	-	-	-	-	-	-	-	3.5
07 Operation & Maintenance of Plant										
Personal Services	\$275,121	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$275,121
Operating Expense	<u>\$208,954</u>	<u>\$0</u>	<u>\$33,322</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$21,883</u>	<u>\$0</u>	<u>\$0</u>	<u>\$264,159</u>
Subtotal	\$484,075	\$0	\$33,322	\$0	\$0	\$0	\$21,883	\$0	\$0	\$539,280
FTE	4.9	-	-	-	-	-	-	-	-	4.9
08 Scholarship & Fellowship										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
09 Auxiliary Enterprise										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
Total Operating Budget										
Personal Services	\$2,905,375	\$0	\$0	\$0	\$0	\$59,042	\$220,416	\$0	\$0	\$3,184,833
Operating Expense	<u>\$617,410</u>	<u>\$0</u>	<u>\$95,135</u>	<u>\$0</u>	<u>\$0</u>	<u>\$27,835</u>	<u>\$67,130</u>	<u>\$0</u>	<u>\$0</u>	<u>\$807,510</u>
Subtotal	\$3,522,785	\$0	\$95,135	\$0	\$0	\$86,877	\$287,546	\$0	\$0	\$3,992,343
FTE	43.1	-	-	-	-	0.8	1.8	-	-	45.6

Office of the Executive Director
FY23 Operating Budget

Program	General Funds	HEFF	School & Public Lands	Tuition	Federal Appropriated	Federal Restricted	Other	Room & Board	Student Fees	All Funds
01 Instruction										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
02 Research										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
03 Public Service										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
04 Academic Support										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
05 Student Services										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
06 Institutional Support										
Personal Services	\$3,599,347	\$0	\$0	\$0	\$0	\$0	\$36,342	\$0	\$0	\$3,635,689
Operating Expense	<u>\$1,143,042</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$580,122</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,723,164</u>
Subtotal	\$4,742,389	\$0	\$0	\$0	\$0	\$0	\$616,464	\$0	\$0	\$5,358,853
FTE	26.5						0.5			27.0
07 Operation & Maintenance of Plant										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
08 Scholarship & Fellowship										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
09 Auxiliary Enterprise										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
Total Operating Budget										
Personal Services	\$3,599,347	\$0	\$0	\$0	\$0	\$0	\$36,342	\$0	\$0	\$3,635,689
Operating Expense	<u>\$1,143,042</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$580,122</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,723,164</u>
Subtotal	\$4,742,389	\$0	\$0	\$0	\$0	\$0	\$616,464	\$0	\$0	\$5,358,853
FTE	26.5						0.5			27.0

Regents Information Systems
FY23 Operating Budget

Program	General Funds	HEFF	School & Public Lands	Tuition	Federal Appropriated	Federal Restricted	Other	Room & Board	Student Fees	All Funds
01 Instruction										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
02 Research										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
03 Public Service										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
04 Academic Support										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
05 Student Services										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
06 Institutional Support										
Personal Services	\$1,196,081	\$0	\$0	\$0	\$0	\$0	\$1,693,408	\$0	\$0	\$2,889,489
Operating Expense	<u>\$2,880,445</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$5,692,351</u>	<u>\$0</u>	<u>\$0</u>	<u>\$8,572,796</u>
Subtotal	\$4,076,526	\$0	\$0	\$0	\$0	\$0	\$7,385,759	\$0	\$0	\$11,462,285
FTE	11.4						13.6			25.0
07 Operation & Maintenance of Plant										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
08 Scholarship & Fellowship										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
09 Auxiliary Enterprise										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
Total Operating Budget										
Personal Services	\$1,196,081	\$0	\$0	\$0	\$0	\$0	\$1,693,408	\$0	\$0	\$2,889,489
Operating Expense	<u>\$2,880,445</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$5,692,351</u>	<u>\$0</u>	<u>\$0</u>	<u>\$8,572,796</u>
Subtotal	\$4,076,526	\$0	\$0	\$0	\$0	\$0	\$7,385,759	\$0	\$0	\$11,462,285
FTE	11.4						13.6			25.0

**Regents Library Consortium
FY23 Operating Budget**

Program	General Funds	HEFF	School & Public Lands	Tuition	Federal Appropriated	Federal Restricted	Other	Room & Board	Student Fees	All Funds
01 Instruction										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
02 Research										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
03 Public Service										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
04 Academic Support										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$85,684	\$0	\$0	\$85,684
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$720,345</u>	<u>\$0</u>	<u>\$0</u>	<u>\$720,345</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$806,029	\$0	\$0	\$806,029
FTE	-	-	-	-	-	-	1.0	-	-	1.0
05 Student Services										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
06 Institutional Support										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
07 Operation & Maintenance of Plant										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
08 Scholarship & Fellowship										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
09 Auxiliary Enterprise										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
Total Operating Budget										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$85,684	\$0	\$0	\$85,684
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$720,345</u>	<u>\$0</u>	<u>\$0</u>	<u>\$720,345</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$806,029	\$0	\$0	\$806,029
FTE	-	-	-	-	-	-	1.0	-	-	1.0

**System Initiatives
FY23 Operating Budget**

Program	General Funds	HEFF	School & Public Lands	Tuition	Federal Appropriated	Federal Restricted	Other	Room & Board	Student Fees	All Funds
01 Instruction										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500	\$0	\$0	\$4,500
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$123,820</u>	<u>\$0</u>	<u>\$0</u>	<u>\$123,820</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$128,320	\$0	\$0	\$128,320
FTE	-	-	-	-	-	-	-	-	-	-
02 Research										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
03 Public Service										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$286,567	\$0	\$0	\$286,567
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,455,303</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,455,303</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$1,741,870	\$0	\$0	\$1,741,870
FTE	-	-	-	-	-	-	1.0	-	-	1.0
04 Academic Support										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
05 Student Services										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
06 Institutional Support										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$575,000	\$117,765	\$0	\$0	\$692,765
Operating Expense	<u>\$1,945,316</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$5,400,000</u>	<u>\$6,396,931</u>	<u>\$0</u>	<u>\$0</u>	<u>\$13,742,247</u>
Subtotal	\$1,945,316	\$0	\$0	\$0	\$0	\$5,975,000	\$6,514,696	\$0	\$0	\$14,435,012
FTE	-	-	-	-	-	4.2	0.3	-	-	4.5
07 Operation & Maintenance of Plant										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$17,453,959</u>	<u>\$29,703,117</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$47,157,076</u>
Subtotal	\$17,453,959	\$29,703,117	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$47,157,076
FTE	-	-	-	-	-	-	-	-	-	-
08 Scholarship & Fellowship										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$7,155,698</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,300,948</u>	<u>\$0</u>	<u>\$0</u>	<u>\$8,456,646</u>
Subtotal	\$7,155,698	\$0	\$0	\$0	\$0	\$0	\$1,300,948	\$0	\$0	\$8,456,646
FTE	-	-	-	-	-	-	-	-	-	-
09 Auxiliary Enterprise										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
Total Operating Budget										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$575,000	\$408,832	\$0	\$0	\$983,832
Operating Expense	<u>\$26,554,973</u>	<u>\$29,703,117</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$5,400,000</u>	<u>\$9,277,002</u>	<u>\$0</u>	<u>\$0</u>	<u>\$70,935,092</u>
Subtotal	\$26,554,973	\$29,703,117	\$0	\$0	\$0	\$5,975,000	\$9,685,834	\$0	\$0	\$71,918,924
FTE	-	-	-	-	-	4.2	1.3	-	-	5.5

Enrollment Services Center
FY23 Operating Budget

Program	General Funds	HEFF	School & Public Lands	Tuition	Federal Appropriated	Federal Restricted	Other	Room & Board	Student Fees	All Funds
01 Instruction										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
02 Research										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
03 Public Service										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
04 Academic Support										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
05 Student Services										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
06 Institutional Support										
Personal Services	\$500,244	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,244
Operating Expense	<u>\$71,058</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$71,058</u>
Subtotal	\$571,302	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$571,302
FTE	7.0									7.0
07 Operation & Maintenance of Plant										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
08 Scholarship & Fellowship										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
09 Auxiliary Enterprise										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
Total Operating Budget										
Personal Services	\$500,244	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,244
Operating Expense	<u>\$71,058</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$71,058</u>
Subtotal	\$571,302	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$571,302
FTE	7.0									7.0

Academic Initiatives
FY23 Operating Budget

Program	General Funds	HEFF	School & Public Lands	Tuition	Federal Appropriated	Federal Restricted	Other	Room & Board	Student Fees	All Funds
01 Instruction										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
02 Research										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
03 Public Service										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
04 Academic Support										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
05 Student Services										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
06 Institutional Support										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$140,423	\$0	\$0	\$140,423
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,154,180</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,154,180</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$1,294,603	\$0	\$0	\$1,294,603
FTE							1.0			1.0
07 Operation & Maintenance of Plant										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
08 Scholarship & Fellowship										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
09 Auxiliary Enterprise										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE										
Total Operating Budget										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$140,423	\$0	\$0	\$140,423
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,154,180</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,154,180</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$1,294,603	\$0	\$0	\$1,294,603
FTE							1.0			1.0

**Board of Regents Office Total
FY23 Operating Budget**

Program	General Funds	HEFF	School & Public Lands	Tuition	Federal Appropriated	Federal Restricted	Other	Room & Board	Student Fees	All Funds
01 Instruction										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500	\$0	\$0	\$4,500
Operating Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$123,820	\$0	\$0	\$123,820
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$128,320	\$0	\$0	\$128,320
FTE	-	-	-	-	-	-	-	-	-	-
02 Research										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
03 Public Service										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$286,567	\$0	\$0	\$286,567
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,455,303</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,455,303</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$1,741,870	\$0	\$0	\$1,741,870
FTE	-	-	-	-	-	-	1.0	-	-	1.0
04 Academic Support										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$85,684	\$0	\$0	\$85,684
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$720,345</u>	<u>\$0</u>	<u>\$0</u>	<u>\$720,345</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$806,029	\$0	\$0	\$806,029
FTE	-	-	-	-	-	-	1.0	-	-	1.0
05 Student Services										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
06 Institutional Support										
Personal Services	\$5,295,672	\$0	\$0	\$0	\$0	\$575,000	\$1,987,938	\$0	\$0	\$7,858,610
Operating Expense	<u>\$6,039,861</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$5,400,000</u>	<u>\$13,823,584</u>	<u>\$0</u>	<u>\$0</u>	<u>\$25,263,445</u>
Subtotal	\$11,335,533	\$0	\$0	\$0	\$0	\$5,975,000	\$15,811,522	\$0	\$0	\$33,122,055
FTE	44.9	-	-	-	-	4.2	15.4	-	-	64.5
07 Operation & Maintenance of Plant										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$17,453,959</u>	<u>\$29,703,117</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$47,157,076</u>
Subtotal	\$17,453,959	\$29,703,117	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$47,157,076
FTE	-	-	-	-	-	-	-	-	-	-
08 Scholarship & Fellowship										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$7,155,698</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,300,948</u>	<u>\$0</u>	<u>\$0</u>	<u>\$8,456,646</u>
Subtotal	\$7,155,698	\$0	\$0	\$0	\$0	\$0	\$1,300,948	\$0	\$0	\$8,456,646
FTE	-	-	-	-	-	-	-	-	-	-
09 Auxiliary Enterprise										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expense	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTE	-	-	-	-	-	-	-	-	-	-
Total Operating Budget										
Personal Services	\$5,295,672	\$0	\$0	\$0	\$0	\$575,000	\$2,364,689	\$0	\$0	\$8,235,361
Operating Expense	<u>\$30,649,518</u>	<u>\$29,703,117</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$5,400,000</u>	<u>\$17,424,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$83,176,635</u>
Subtotal	\$35,945,190	\$29,703,117	\$0	\$0	\$0	\$5,975,000	\$19,788,689	\$0	\$0	\$91,411,996
FTE	44.9	-	-	-	-	4.2	17.4	-	-	66.5

Board of Regents System Total										
Program	General Funds	HEFF	School & Public Lands	Tuition	Federal Appropriated	Federal Restricted	Other	Room & Board	Student Fees	All Funds
01 Instruction										
Personal Services	\$61,375,397	\$0	\$0	\$117,032,406	\$0	\$880,876	\$10,401,562	\$0	\$21,575,930	\$211,266,171
Operating Expense	\$5,451,632	\$0	\$158,033	\$13,423,155	\$0	\$423,859	\$9,661,959	\$0	\$10,308,321	\$39,426,959
Subtotal	\$66,827,030	\$0	\$158,033	\$130,455,561	\$0	\$1,304,735	\$20,063,521	\$0	\$31,884,251	\$250,693,130
FTE	577.32	-	-	983.37	-	1.57	75.63	-	190.30	1,828.2
02 Research										
Personal Services	\$14,707,934	\$0	\$50,000	\$383,060	\$1,856,974	\$22,653,790	\$14,982,971	\$0	\$5,015	\$54,639,744
Operating Expense	\$647,976	\$0	\$350,000	\$284,882	\$2,118,876	\$23,942,177	\$16,643,904	\$0	\$0	\$43,987,815
Subtotal	\$15,355,910	\$0	\$400,000	\$667,942	\$3,975,850	\$46,595,967	\$31,626,875	\$0	\$5,015	\$98,627,559
FTE	146.53	-	-	3.10	15.20	117.15	111.78	-	-	393.8
03 Public Service										
Personal Services	\$11,668,189	\$0	\$0	\$371,935	\$2,169,607	\$13,836,864	\$8,543,954	\$0	\$12,665	\$36,603,214
Operating Expense	\$548,886	\$0	\$0	\$33,177	\$2,294,445	\$6,556,825	\$14,770,532	\$0	\$0	\$24,203,865
Subtotal	\$12,217,074	\$0	\$0	\$405,112	\$4,464,052	\$20,393,689	\$23,314,486	\$0	\$12,665	\$60,807,078
FTE	136.42	-	-	4.14	38.50	140.58	101.14	-	-	420.8
04 Academic Support										
Personal Services	\$29,569,752	\$0	\$0	\$13,971,652	\$0	\$129,071	\$4,848,157	\$0	\$1,823,386	\$50,342,018
Operating Expense	\$702,161	\$0	\$690,823	\$12,880,249	\$0	\$1,423,685	\$4,959,584	\$0	\$2,775,349	\$23,431,852
Subtotal	\$30,271,913	\$0	\$690,823	\$26,851,902	\$0	\$1,552,756	\$9,807,741	\$0	\$4,598,735	\$73,773,870
FTE	319.05	-	-	123.10	-	0.05	44.51	-	17.34	504.1
05 Student Services										
Personal Services	\$32,746,669	\$0	\$404,809	\$8,510,848	\$0	\$1,094,107	\$4,213,626	\$0	\$4,001,357	\$50,971,416
Operating Expense	\$454,741	\$0	\$472,981	\$6,172,918	\$0	\$2,633,205	\$11,944,616	\$0	\$8,872,828	\$30,551,289
Subtotal	\$33,201,411	\$0	\$877,790	\$14,683,766	\$0	\$3,727,312	\$16,158,241	\$0	\$12,874,185	\$81,522,705
FTE	437.57	-	5.50	98.89	-	15.38	29.69	-	44.70	631.7
06 Institutional Support										
Personal Services	\$34,848,921	\$0	\$0	\$10,789,017	\$0	\$750,864	\$13,437,256	\$0	\$1,167,108	\$60,993,166
Operating Expense	\$7,841,647	\$0	\$217,294	\$12,476,830	\$0	\$5,714,781	\$22,531,832	\$0	\$3,801,844	\$62,584,227
Subtotal	\$42,690,568	\$0	\$217,294	\$23,265,847	\$0	\$6,465,645	\$35,969,087	\$0	\$4,968,952	\$113,577,393
FTE	373.89	-	-	82.86	-	5.20	103.81	-	18.12	583.9
07 Operation & Maintenance of Plant										
Personal Services	\$23,254,498	\$0	\$0	\$1,314,491	\$0	\$205,531	\$7,526,461	\$0	\$569,922	\$32,870,903
Operating Expense	\$27,400,187	\$30,046,984	\$266,204	\$3,595,136	\$0	\$563,207	\$4,958,465	\$0	\$1,461,995	\$68,292,178
Subtotal	\$50,654,685	\$30,046,984	\$266,204	\$4,909,627	\$0	\$768,738	\$12,484,926	\$0	\$2,031,917	\$101,163,081
FTE	398.10	-	-	16.58	-	-	110.36	-	8.30	533.3
08 Scholarship & Fellowship										
Personal Services	\$0	\$0	\$0	\$0	\$0	\$1,506,586	\$0	\$0	\$0	\$1,506,586
Operating Expense	\$7,155,698	\$0	\$0	\$350,000	\$0	\$2,746,180	\$2,087,610	\$0	\$7,000	\$12,346,488
Subtotal	\$7,155,698	\$0	\$0	\$350,000	\$0	\$4,252,766	\$2,087,610	\$0	\$7,000	\$13,853,074
FTE	-	-	-	-	-	-	-	-	-	-
09 Auxiliary Enterprise										
Personal Services	\$0	\$0	\$0	\$117,355	\$0	\$67,560	\$2,644,964	\$7,194,803	\$2,273,758	\$12,298,440
Operating Expense	\$0	\$0	\$0	\$41,800	\$0	\$536,890	\$7,445,905	\$39,431,456	\$2,578,871	\$50,034,922
Subtotal	\$0	\$0	\$0	\$159,155	\$0	\$604,450	\$10,090,868	\$46,626,259	\$4,852,630	\$62,333,362
FTE	-	-	-	1.00	-	-	37.98	114.10	34.05	187.1
Total Operating Budget										
Personal Services	\$208,171,360	\$0	\$454,809	\$152,490,764	\$4,026,581	\$41,125,248	\$66,598,950	\$7,194,803	\$31,429,141	\$511,491,656
Operating Expense	\$50,202,928	\$30,046,984	\$2,155,335	\$49,258,148	\$4,413,321	\$44,540,810	\$95,004,406	\$39,431,456	\$29,806,208	\$344,859,596
Subtotal	\$258,374,288	\$30,046,984	\$2,610,144	\$201,748,912	\$8,439,902	\$85,666,058	\$161,603,356	\$46,626,259	\$61,235,350	\$856,351,252
FTE	2,388.9	-	5.5	1,313.0	53.7	279.9	614.9	114.1	312.8	5,082.8

National Association of College and University Business Officers (NACUBO)

Activities by Program

Program 01 - Instruction	General academic instruction for each college (nursing, fine arts, engineering, etc.)
Program 02 – Research	EPSCoR Water Resources Institute Biostress Research
Program 03 – Public Services	Animal Disease Research & Diagnostic Lab Extension
Program 04 – Academic Support	Libraries Museums Academic Computing Support Academic Administration
Program 05 – Student Services	Student Services Administration Admissions Counseling Center Records & Registration Financial Aid Student Health Services Placement
Program 06 – Institutional Support	Administration & Finance (Budget, Research, Accounting) Human Resources University Relations Academic Affairs Legal Counsel
Program 07 – O&M of Plant	Physical Plant Administration Custodial Services/Building Maintenance Landscapes & Grounds Utilities
Program 08 – Scholarships/Fellowships	Perkins Loan Pell Grant Workstudy
Program 09 – Auxiliary Enterprises	Residence Halls Bookstores Food Services Student Union

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 5 – J
DATE: October 5-6, 2022

SUBJECT

Capital Projects List

CONTROLLING STATUTE, RULE, OR POLICY

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

[SDCL § 5-14-2](#) – Supervision by Bureau of Administration of capital improvement projects Payment of appropriated funds

[SDCL § 5-14-3](#) – Preparation of plans and specifications for capital improvements - State building committees - Approval by board or commission in charge of institution

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

BACKGROUND / DISCUSSION

The attached list identifies the current capital improvement projects within the Board of Regents system and each project's regental building committee representative, estimated dollar amount, the source of funds, and the current status.

The review and approval of capital improvement projects involves several phases, and Board approval is required before a project may advance from one stage to another. Institutions may request exemption from this approval process for any maintenance and repair project after the preliminary facility statement. As a reminder, the review and approval steps for capital projects are as follows:

1. Submission of Preliminary Facility Statement for Board approval (proposal and justification).
2. Submission of work request for the Office of the State Engineer (OSE) and appointment of the Building Committee if an A/E firm is needed for development of the Facility Program Plan. OSE begins architect evaluation process and Building Committee interviews and selects architect.
3. Submission of Facility Program Plan (programmatic justification and detail, identification of financing fund source).
4. Legislative approval is required for all facilities outside of the auxiliary system and can be sought when funding is available or will be part of the Board's Ten-Year Plan.

(Continued)

INFORMATIONAL ITEM

5. Final Design Plan presented to Building Committee for initial approval prior to Board approval.
6. Final Design Plan submitted for Board approval.
7. Building Committee approves bid if within project approved limits and carries the project oversight from this point forward.
8. Board approves bid if there are substantive changes from Program Plan.

Once the bids are approved by the Building Committee or the Board and the financing plan is in place, the project proceeds to construction.

The list indicates if the projects were included in the 2005 or the 2012 Ten-Year Plans.

IMPACT AND RECOMMENDATIONS

N/A

ATTACHMENTS

Attachment I – October 2022 Capital Projects List

South Dakota Board of Regents Capital Improvement Projects - October 2022

Facility Name	Ten-Year Plan	Legislative	Fund	Legislative /	Board Action	Status	Projected Completion	Building Committee
ACADEMIC FACILITIES								
Black Hills State University								
E. Y. Berry Library Renovation	FY12 10 Yr Plan	HB1051-2012 HB1045-2020 SB43-2020	FY22 HEFF Bonds Other M&R Bonding	\$3,000,000 \$3,972,345 \$2,400,000 \$9,372,345	Oct-20 Design Plan	Construction	2022	Bastian
BHSU-RC Addition & Renovation for West River Nursing		SB43-2022	General	\$8,000,000	Oct-21 Program Plan	Planning	2025	Partridge
Lyle Hare Stadium Renovation			HEFF Private	\$5,114,644 \$2,000,000 \$15,114,644	Jun-16 Facility Stmt	Planning	2024	Bastian
Dakota State University								
DSU-ARL		SB130-2022	Private	\$50,000,000	Jan-22 Facility Statement	A/E & CM Selection Design	2025	Vanhuizen
Athletics Events Center		HB1021-2022	Private	\$28,047,000	Mar-22 Design Plan	CM Selection Design	2024	Rave
Madison Cyber labs (MadLabs)		HB1057-2018	Private	\$18,000,596	Oct-17 Design Plan	Completed	March-2020	Rave
Northern State University								
Regional Sports Complex		HB1037-2019	Private	\$33,000,000	Jun-19 Design Plan	Final Inspection	2021	Thares
Lincoln Hall Replacement		SB44-2022	General Funds	\$29,500,000	Oct-21 Facility Program Plan	Design	2024	Thares
South Dakota School of Mines and Technology								
Mineral Industries Building		SB156-2021	Private Local State	\$12,000,000 \$3,000,000 \$19,000,000 \$34,000,000	Dec-21 Facility Design GMP Approved by BC	CM Selection Construction	2024	Wink
Music Center (Old Gym) Renovation			Private		Oct-14 Facility Stmt	Planning	TBD	Wink
Student Innovation Center			Private		Jun-14 Facility Stmt	A/E Selection	TBD	Wink
Devereaux Library Renovation		HB1046-2020	HEFF Bonds General Funds M&R HEFF M&R Auxiliary Revenues Private	\$4,000,000 \$1,350,000 \$500,000 \$100,000 \$1,000,000 \$6,950,000	Dec-20 Facility Design	Complete	June-2022	Bastian
Stadium Renovation			HEFF Funds Local Private		Dec-19 Facility Stmt	A/E Selection	TBD	Bastian

South Dakota Board of Regents Capital Improvement Projects - October 2022

Facility Name	Ten-Year Plan	Legislative	Fund	Legislative /	Board Action	Status	Current Project	Projected Completion	Building Committee
South Dakota State University									
Animal Disease Research & Diagnostic Lab (ADRDL) - Addition & Renovations		HB1080-2016 SB172-2017	Livestock Disease Emergency 2018 State Bonded LDE/Animal Ready Fund Local ADRL 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 Precision Ag Funds	\$4,000,000 \$5,450,315 \$100,000 (Revised) \$9,550,315	Mar-22 Design Plan (Revised)	Construction		2023	Roberts
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	Rave
Lincoln Hall - Renovation			Private HEFF M&R 2021 HEFF Bonds Business and Athletic	\$0 \$5,416,880 \$10,000,000 \$15,416,880	Jan-22 Design Plan (Revised)	Construction		2023	Bastian
Outdoor Sports Support Facility		SB 51-2018	Income	\$600,000	Dec-17 Program Plan	Planning		TBD	Venhuizen
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	Final Inspection		2021	Venhuizen
Rodeo Grounds Practice Facility			Private	TBD	Apr-20 Facility Stmt	Planning		TBD	Thares
Sanford Jackrabbit Athletic Center Wrestling Addition		SB 28-2021	Private	\$4,900,000	Oct-21 Design Plan (Revised)	Construction		2022	Roberts
SI Marshall Center - Addition, Phase 2		HB1022-2022	Private Local HEFF M&R	\$43,200,000 \$4,000,000 \$5,030,000 \$52,230,000	Dec-21 Design Plan (Revised)	Construction		2024	Roberts
South Dakota Art Museum-New Construction			Donations	TBD	Mar-22 Facility Stmt	Planning		TBD	Brown
The Barn Renovation (replaces the Visual Arts Project in the 2012 Capital Project)	FY12 10 Yr Plan	HB1051-2012	2027 HEFF Bonds Private	\$7,500,000 \$3,315,000 \$10,815,000	Jun-2020 Facility Stmt	Planning		TBD	Bastian
Utility Repairs & Upgrades - Water, Sanitary Sewer, Storm Sewer	FY12 10 Yr Plan	HB1051-2012	2027 HEFF Bonds HEFF M&R	\$5,043,000 \$10,043,000	Mar-16 Program Plan	Phased Project Design & Construction		2029	Roberts
Cottonwood Range and Livestock Field Station		SB 84 - 2022	General Funds	\$6,000,000	Jun-22 Preliminary Fac Stmt	Planning		TBD	Bastian

ATTACHMENT I

South Dakota Board of Regents Capital Improvement Projects - October 2022

Facility Name	Ten-Year Plan	Legislative Action / YR	Fund Type	Legislative / Approved Amount	Most Recent Board Action	Current Project Status	Projected Completion Date	Building Committee Rep.
University of South Dakota								
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	Brown
Health Science Building		SB40-2020	HEFF Bond M&R Bond One-Time State Funds Private Funds Local Funds	\$7,500,000 \$5,000,000 \$5,000,000 \$4,500,000 \$875,000 \$22,875,000	Oct-21 Design Plan (Revised)	Construction	2022	Partridge
South Dakota School for the Blind & Visually Impaired								
New School		HB1071-2018	Private GOED	\$11,847,916 \$5,000,000 \$14,347,916	Aug-18 Facility Design Plan	Final Inspection	2020	Thares
REVENUE FACILITIES								
Black Hills State University								
University Wellness Center Addition			General & Private		Dec-16 Facility Stmt	Planning	TBD	Partridge
Dakota State University								
New Residence Hall & Student Life Facility			Auxiliary Bonds Private	\$12,000,000 \$500,000 \$12,500,000	Dec-19 Design Plan	Completed	Aug-21	Roberts
Northern State University								
N/A								
South Dakota School of Mines and Technology								
Surbeck Center Addition			Private		Apr-14 Facility Stmt	A/E Selection	TBD	Wink
South Dakota State University								
Pierson Hall Renovations			Rent Revenues	\$12,200,000	Apr-21 Facility Stmt	Construction	2023	NA Examples
University of South Dakota								
Wellness Center Expansion		SB42-2022	Auxiliary Funds Auxiliary Bonds Private Funds Local Funds	\$5,000,000 \$3,900,000 \$10,500,000 \$8,360,412 \$27,760,412	Jun-22 Design Plan (Revised)	Design	2024	Roberts

South Dakota Board of Regents Capital Improvement Projects - October 2022

Facility Name	Ten-Year Plan	Legislative Action / YR	Fund	Legislative / Approved Amount	Most Recent Board Action	Current Project Status	Projected Completion Date	Building Committee Rep.
Board Action: 1) Preliminary Facility Statement 2) Facility Program Plan 3) Design 4) Bid - Board approves substantive changes from program Plan								
Project Status: 1) Planning 2) A/E Selection 3) Design 4) Bid 5) Construction								

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 5 – K
DATE: October 5-6, 2022

SUBJECT

Xcel Energy Easement – USD-SF

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL § 5-2-10](#)

[SDCL § 5-2-11](#)

BACKGROUND / DISCUSSION

Xcel Energy Company is seeking an easement for construction of an electric distribution easement across a portion of the land occupied by the University of South Dakota (USD) in Minnehaha County. The location of the transmission line does not unnecessarily interfere with USD's use of the land.

IMPACT AND RECOMMENDATION

USD requests that the Board of Regents adopt the Resolution set forth in Attachment I requesting the grant of an easement to Xcel Energy to erect, construct, reconstruct, replace, repair, use, maintain, and operate an electric distribution line, together with all necessary and appurtenant incidental structures and appliances necessary for the operation and maintenance of such line. The foregoing will allow Xcel Energy to locate and/or maintain a portion of its electric distribution line on USD's property in Minnehaha County.

Staff recommends approval.

ATTACHMENTS

Attachment I – Resolution Requesting the Grant of an Easement to Xcel Energy
Attachment I, Exhibit I – Draft Easement to Xcel Energy

DRAFT MOTION 20221005_5-K:

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

RESOLUTION

Resolution requesting the grant of an easement through, under, in, on and across portions of land occupied by the University of South Dakota for the use and benefit of Xcel Energy, Inc.

The South Dakota Board of Regents (hereinafter referred to as “Grantor”), on behalf of the University of South Dakota, in consideration of five thousand dollars (\$5,000) and other good and valuable consideration, and pursuant to the authority vested in Grantor under SDCL § 5-2-11, hereby requests the Commissioner of School and Public Lands to draw up all necessary documents and to forward them to the Governor to request their execution in order to ratify, effectuate, or grant to Xcel Energy, Inc., an easement to erect, construct, reconstruct, replace, repair, use, maintain, and operate electrical transmission line(s), together with all necessary and appurtenant incidental structures and appliances necessary for the operation and maintenance of such electrical line(s) through, under, in, on and across the following legally described real estate within the Minnehaha County:

A 20’ ELECTRIC DISTRIBUTION EASEMENT (10’ EACH SIDE OF CENTERLINE) OVER, ACROSS & UPON A PART OF TRACT 1, EXCEPT LOT A THEREOF, TRACTS 2 & 3 OF UNIVERSITY CENTER RESEARCH PARK ADDITION TO THE CITY OF SIOUX FALLS, MINNEHAHA COUNTY, SOUTH DAKOTA, as further shown in Exhibit A to Exhibit I, a copy of which is attached hereto and incorporated herein.

Grantor requests that any ratification, effectuation, or grant of easement be consistent with, or responsive to, the issues identified in the draft grant of easement prepared by the Office of School and Public Lands and attached hereto as Exhibit I, without restricting the ability of the parties to further revise, negotiate, and finalize the details of the final document(s).

Grantor requests that any ratification, effectuation, or grant of easement provides that Grantor shall not be liable for any personal injury, property damage, or other liability to Grantee, its agents, employees, invitees, or to any other party caused by or related to Grantee’s use of the premises, irrespective of how such injury or damage may be caused, whether by action of the elements or acts of negligence of Grantee or any other party, and that Grantee further agree to reimburse Grantor for any judgment against it arising from Grantee’s use of the property.

Dated this ____ day of October, 2022

SOUTH DAKOTA BOARD OF REGENTS

By _____

Pam Roberts

President

Certification:

I have compared the foregoing with an action taken by the Board of Regents at its meeting conducted on the _____ day of October, 2022, and I hereby certify that the same is a true, correct, and complete copy thereof and that the same has not been rescinded.

Dated this _____ day of October, 2022

SOUTH DAKOTA BOARD OF REGENTS

By _____

Tony Venhuizen

Secretary

**This document prepared by:
Office of School and Public Lands
(605)773-3303
500 East Capitol Avenue
Pierre, South Dakota 57501-5070**

STATE OF SOUTH DAKOTA PERMANENT EASEMENT

THIS EASEMENT is made and entered by and between the State of South Dakota acting through its Governor and Commissioner of School and Public Lands on behalf of the South Dakota Board of Regents, 500 East Capitol, Pierre, South Dakota, 57501 [the “State”] and the Xcel Energy, Inc. [“Xcel”].

WHEREAS, Xcel is desirous of retaining a right-of-way easement for the construction, reconstruction, replacement, modification, upgrading, extension, removal, maintenance, and operation of an electric distribution line, and all necessary and appurtenant structures, fixtures and controls across land belonging to the State, and the State is desirous of cooperating with Xcel for said easement.

NOW THEREFORE THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. For and in consideration of the sum of five thousand dollars (\$5,000), the receipt of which is hereby acknowledged and other valuable consideration set forth in this Easement, the State hereby grants and conveys to the Xcel a right-of-way easement for the following described purposes: the right to construct, reconstruct, replace, modify, upgrade, extend, remove, maintain, and operate electric distribution line utilities, and all necessary and appurtenant of structures, fixtures and controls, through, under, in, on and across the following legally described real estate within the City of Sioux Falls, Minnehaha County, South Dakota (the “Easement Area”):

A 20’ ELECTRIC DISTRIBUTION EASEMENT (10’ EACH SIDE OF CENTERLINE) OVER, ACROSS & UPON A PART OF TRACT 1, EXCEPT LOT A THEREOF, TRACTS 2 & 3 OF UNIVERSITY CENTER RESEARCH PARK ADDITION TO THE CITY OF SIOUX FALLS, MINNEHAHA COUNTY, SOUTH DAKOTA, as further shown in Exhibit “A”, a copy of which is attached hereto and incorporated into this agreement, the same as if written at length herein.

2. Xcel agrees that any construction will not interfere unnecessarily with the State's use of its adjoining property and will not endanger or injure any improvements thereon. The State reserves the right to utilize the Property for all purposes not inconsistent with the easement rights herein conveyed. The State and/or Xcel may enter upon the above described property for the purposes of effectuating the grant of and reserved rights in this easement.

3. Xcel further agrees, at no cost to the State, to be responsible for the operation, repair, maintenance, replacement, or removal of the utilities or structures installed by Xcel and associated with the operation and maintenance of said utilities or structures.

4. Xcel further understands and agrees, that to the extent provided by South Dakota law, it shall be liable for all damages caused by the construction, operation, maintenance, enlargement, upgrade, repair, alteration, removal or replacement of the utilities or structures installed by Xcel and associated with the operation and maintenance of said utilities or structures, and Xcel agrees to indemnify, defend, and hold the State harmless for the same. Nothing in this agreement shall be read to waive Grantor's sovereign immunity.

5. Xcel further understands and agrees that the State has and retains the right to lease, sell or otherwise convey the Easement Area, or any part thereof, provided, however, that this Easement shall remain in full force and effect until the expiration of the term hereof notwithstanding such lease, sale or conveyance. In addition, the above-described easement is subject to a reservation of further easements and rights-of way for irrigation ditches and canals, as provided by South Dakota Codified Laws 5-4-2, so long as they do not infringe upon the rights granted hereunder. This Easement is also subject to a reservation of rights relating to deposits of coal, ores, metal and other minerals, asphaltum, oil, gas and like substances provided South Dakota Constitution Art. VIII, §19, South Dakota Codified Laws 5-7-3 to 5-7-6, inclusive and South Dakota Codified Laws 5-2-12, and in any law of the State of South Dakota reserving any rights of any kind in said State or any of its departments, institutions, subdivisions, funds or accounts.

6. The land herein described is to be used for the utilities or structures associated with the operation and maintenance of water and sewer utilities and no other purpose whatsoever, and that should the above described real property granted by this Easement cease to be used for said purposes for two consecutive years, this Easement reverts to the State or its successor and assigns.

7. This agreement and attachments shall constitute the entire

agreement between the State and Xcel. This agreement supersedes any other written or oral agreements between the State and Xcel pertaining to the Easement Area, or any portion thereof. This agreement can be modified only in writing and signed by the State and Xcel or their respective heirs, representatives, executors, administrators, successors and assigns.

8. This easement shall be binding upon the heirs, executors, administrators, assigns, and successors in interest of the parties hereto.

9. This Easement is governed by and shall be construed in accordance with the laws of the State of South Dakota.

IN WITNESS WHEREOF, the parties have executed this Easement on this ____ day of _____, 20__.

STATE OF SOUTH DAKOTA

BY: _____
Kristi Noem
Governor

ATTEST:

Jarrod Johnson
Commissioner of School and Public Lands

Xcel Energy Company, Inc

BY: _____

ATTEST:

ACKNOWLEDGMENTS

Easement to the Xcel Energy Minnehaha County

STATE OF SOUTH DAKOTA)
) ss
 COUNTY OF HUGHES)

On this ____ day of _____, 20____, before me the undersigned Notary Public within aforesaid County and State, personally appeared Kristi Noem, Governor, known to me to be the person described herein who executed the within and forgoing instrument for the purposes therein contained and acknowledged to me that she executed the same.

Notary Seal

 Notary Public – State of SD

 Commission Expires

STATE OF SOUTH DAKOTA)
) ss
 COUNTY OF HUGHES)

On this ____ day of _____, 20____, before me the undersigned Notary Public within aforesaid County and State, personally appeared Jarrod Johnson, Commissioner of South Dakota School and Public Lands, known to me to be the person described herein who executed the within and forgoing instrument for the purposes therein contained and acknowledged to me that he executed the same.

Notary Seal

 Notary Public – State of SD

 Commission Expires

STATE OF SOUTH DAKOTA)

Easement to the Xcel Energy Minnehaha County

COUNTY OF _____) ss
)

On this ____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, who acknowledged him/herself to be the _____ of Xcel Energy Company, and that s/he, as _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Xcel Energy Company as _____.

Notary Seal

 Notary Public – State of SD

 Commission Expires

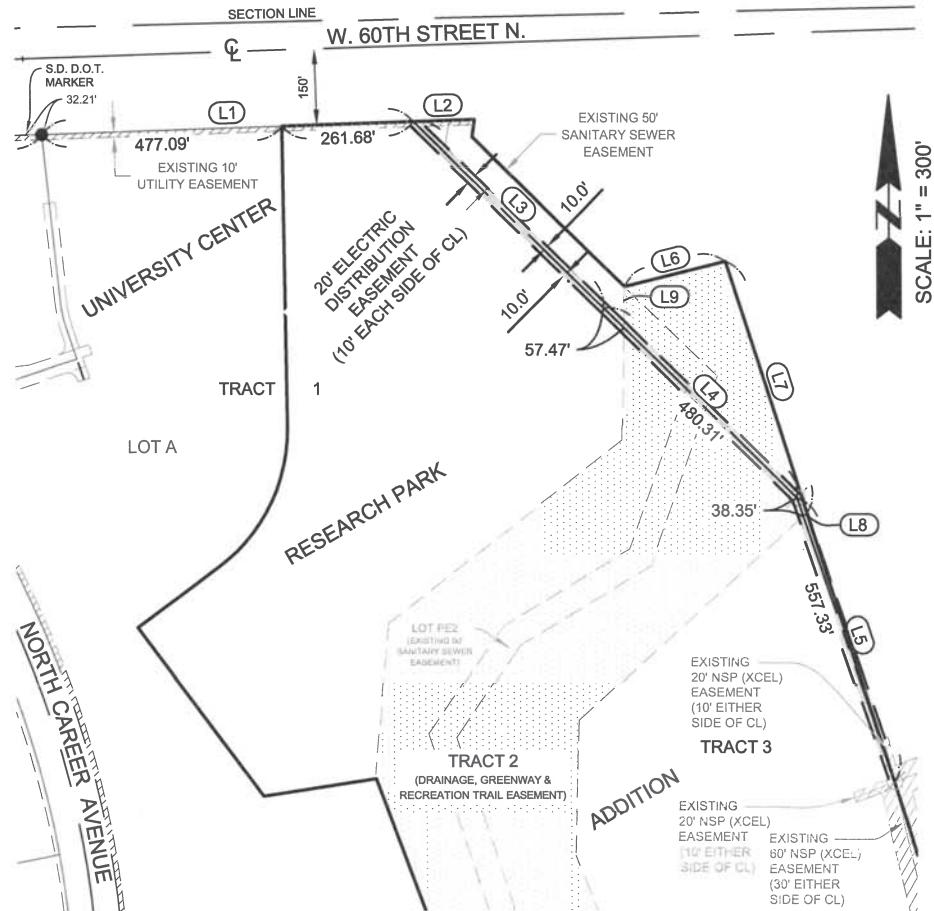
EXHIBIT

PROJECT NO.: 23096

DATE: JULY 12, 2022

PREPARED FOR: XCEL ENERGY (DERRECK MARTIN)

LEGAL DESCRIPTION: A 20' ELECTRIC DISTRIBUTION EASEMENT (10' EACH SIDE OF CENTERLINE) OVER, ACROSS & UPON A PART OF TRACT 1, EXCEPT LOT A THEREOF, TRACTS 2 & 3 OF UNIVERSITY CENTER RESEARCH PARK ADDITION TO THE CITY OF SIOUX FALLS, MINNEHAHA COUNTY, SOUTH DAKOTA



LINE TABLE		
Line #	Bearing	Distance
L1	N88°04'55"E	738.76'
L2	S88°05'32"W	121.09'
L3	S45°28'09"E	527.78'
L4	S45°28'09"E	537.78'
L5	S18°52'24"E	595.68'
L6	N75°51'54"E	206.88'
L7	S17°48'57"E	525.00'
L8	S47°34'32"W	10.23'
L9	S00°46'00"W	83.08'



I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF SOUTH DAKOTA.

REGISTERED LAND SURVEYOR

NO. 4478

Sayre
Associates

216 S. Duluth Avenue • Sioux Falls, SD 57104
Phone: (605) 332-7211 • Fax: (605) 332-7222
Engineers • Surveyors

BY: BJB, 23096 Exhibit.dwg, EXHIBIT, PRINT DATE: Jul 13, 2022

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 5 – L
DATE: October 5-6, 2022

SUBJECT

SDSU Plat Resolution

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL § 5-1-7](#)

SDCL Chs. [11-3](#) and [43-21](#).

BACKGROUND / DISCUSSION

The property subject to the requested plat was first platted by SDSU in 1973 as University First Addition to the City of Brookings. At that time, Block 1 of University First Addition comprised two lots contiguous to a dedicated street. The dedicated street, eighty feet in width, lies to the east of the two lots. Alpha Gamma Rho (“AGR”) fraternity occupies original Lot 2 pursuant to authority provided in SDCL §13-58-25, which lies south of the original Lot 1. Original Lot 2 fronts Eighth Street, which lies south of the lot.

On July 24, 2012, there was a replat of Block 1 of University First Addition as Lots 1A, 2A, and 3A, Block 1, University First addition and included a vacation of the dedicated street on the east side of the lots, pursuant to a resolution approved by the Board at its [December 15-16, 2011 meeting](#). The re-plat for Block 1 of University First Addition Plat currently on file is not accurate as to the legal boundaries; therefore, a re-plat is necessary to correct the inaccuracy. At its [April 2-4, 2019 meeting](#) the Board adopted a resolution for the re-plat Block 1 of University First Addition and re-plat as Lots 1B and 2B, Block 1, University First Addition.

At its [April 1, 2020 meeting](#) the Board adopted a resolution requesting the Commissioner of School and Public Lands to effectuate the plat and street vacations. The Fraternity involved did not take the actions necessary to complete the plat and street vacations.

IMPACT AND RECOMMENDATION

SDSU requests the Board of Regents adopt the Resolution set forth in Attachment I, requesting the plat to vacate Lots 1A, 2A, and 3A, Block 1, University First Addition and

(Continued)

DRAFT MOTION 20221005_5-L:

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

replat as Lots 1B and 2B, University First Addition, and execute any document(s) necessary to clarify, correct, or otherwise cleanup title to the impacted property as a result thereof. The foregoing will effectively result in the exchange of real estate between SDSU and AGR, specifically AGR will gain approximately 6,685.4 square feet on the north end of what will be Lot 2B. SDSU will confirm ownership of the vacated street on the east side of what will be Lot 2B, approximately 16,304 square feet.

This will allow SDSU to enforce a buffer between the fraternity and McCrory Gardens.

Staff recommends approval.

ATTACHMENTS

Attachment I – Resolution Requesting Execution and Filing of the Plat

Attachment I, Exhibit I – Draft Plat

RESOLUTION**Resolution requesting the execution and filing of the Plat of Lots 1B and 2B, Block 1, University First Addition to the City of Brookings, Brookings County, South Dakota.**

The South Dakota Board of Regents (hereinafter referred to as “BOR”), on behalf of South Dakota State University, pursuant to the authority vested in BOR under SDCL § 5-2-11, hereby requests the Commissioner of School and Public Lands to draw up all necessary documents and to forward them to the Governor to request their execution in order to execute, file, and effectuate the attached plat pertaining to the property currently described as:

Lots 1A, 2A, 3A, Block 1, University First Addition to the City of Brookings, Brookings County, South Dakota; and which is to be vacated and re-platted as Lots 1B and 2B, Block 1, University First Addition to the City of Brookings, Brookings County, South Dakota.

BOR requests that the final plat be consistent with the draft plat attached hereto as Exhibit I, to include executing any documentation necessary to effectuate any conveyance(s) authorized by SDCL 13-58-25 needed to clarify, confirm, or otherwise cleanup title to the impacted property as a result of the plat, and without restricting the ability of the parties to further revise the plat and any related documents before executing and filing the same.

Dated this ____ day of October, 2022

SOUTH DAKOTA BOARD OF REGENTS

By _____

Pam Roberts

President

Certification:

I have compared the foregoing with an action taken by the Board of Regents at its meeting conducted on the ____ day of October, 2022, and I hereby certify that the same is a true, correct, and complete copy thereof and that the same has not been rescinded.

Dated this ____ day of October, 2022

SOUTH DAKOTA BOARD OF REGENTS

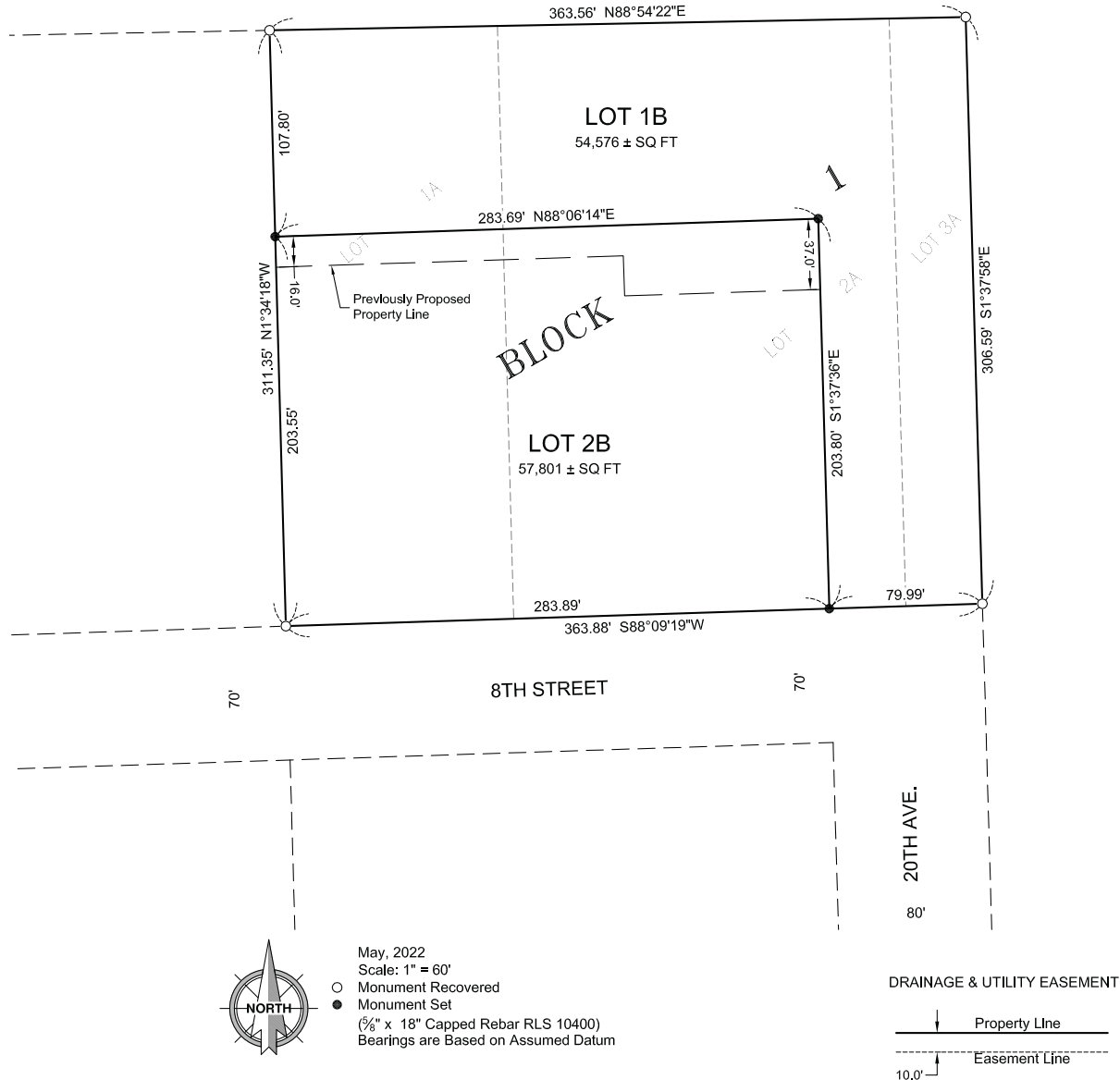
By _____

Tony Venhuizen

Secretary

LOTS 1B AND 2B, BLOCK 1 OF UNIVERSITY FIRST ADDITION TO THE CITY OF BROOKINGS, BROOKINGS COUNTY, SOUTH DAKOTA.

THIS PLAT TO VACATE AND REPLAT LOTS 1A, 2A, AND 3A OF "PLAT OF LOTS 1A, 2A, AND 3A, BLOCK 1, UNIVERSITY FIRST ADDITION TO THE CITY OF BROOKINGS, BROOKINGS COUNTY, SOUTH DAKOTA", FILED FOR RECORD ON JULY 24TH, 2012 AT 8:00 A.M. IN PLAT BOOK 30, PAGE 34.



SURVEYOR'S CERTIFICATE

I, Andrew E. Kangas, a Registered Land Surveyor of the State of South Dakota, do hereby certify that on or before the 5th day of May, 2022 and at the request of the owner of the real property hereinafter described, surveyed and replatted lots 1A, 2A, and 3A, Block 1, University First Addition to the City of Brookings, Brookings County, South Dakota, as shown on the plat, and marked upon the ground boundaries thereof in the manner shown on the plat, and that the attached plat is a true and correct representation of said survey and that the parcel of land so platted contains: "PLAT OF LOTS 1B AND 2B, BLOCK 1 OF UNIVERSITY FIRST ADDITION TO THE CITY OF BROOKINGS, BROOKINGS COUNTY, SOUTH DAKOTA".

IN WITNESS WHEREOF, I have executed this Surveyor's Certificate this 5th day of May, 2022.

Prepared By:



Civil Engineers & Land Surveyors
Brookings, South Dakota
Ph. 605-696-3200



OWNER'S CERTIFICATE

I, on behalf of the State of South Dakota, owners of a portion of the land shown in the foregoing plat, hereby certify that I did authorize and do join in, and approve the above survey and plat, and that the development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations. There is hereby granted to the City of Brookings or the holder of any utility franchise, an easement at locations shown in the above plat for the purpose of installing and maintaining any utility line. Any land shown in the above plat and designated as a street, road, alley, park or public ground is hereby dedicated to public use as such forever, but such dedication shall not be construed to be a donation of the fee of such land.

THIS PLAT TO VACATE AND REPLAT LOTS 1A, 2A, AND 3A OF "PLAT OF LOTS 1A, 2A, 3A, BLOCK 1, UNIVERSITY FIRST ADDITION TO THE CITY OF BROOKINGS, BROOKINGS COUNTY, SOUTH DAKOTA", FILED FOR RECORD ON JULY 24TH, 2012 AT 8:00 A.M. IN PLAT BOOK 30, PAGE 34.

The portion so platted shall hereafter be designated as, "**PLAT OF LOTS 1B AND 2B, BLOCK 1 OF UNIVERSITY FIRST ADDITION TO THE CITY OF BROOKINGS, BROOKINGS COUNTY, SOUTH DAKOTA**".

IN WITNESS WHEREOF, I have executed this Owner's Certificate this _____ day of _____, 2022.

Kristi Noem, Governor
State Of South Dakota

Attest: _____
Ryan Brunner, Commissioner Of
School And Public Lands

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2022 before me, the undersigned Notary Public within and for the State and County aforesaid, personally appeared Kristi Noem, Governor, State of South Dakota, known to be the persons who executed the foregoing Owner's Certificate, and acknowledged to me that she executed the same.

NOTARY PUBLIC
My commission expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2022 before me, the undersigned Notary Public within and for the State and County aforesaid, personally appeared Ryan Brunner, Commissioner of School and Public Lands, known to be the persons who executed the foregoing Owner's Certificate, and acknowledged to me that he executed the same.

NOTARY PUBLIC
My commission expires: _____

OWNER'S CERTIFICATE

I, Tyler Peterson, President of Alpha Phi-Alfa Gamma Rho Alumni Association, owners of a portion of land shown in the foregoing plat, hereby certify that I did authorize and do join in, and approve the above survey and plat, and that the development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations. There is hereby granted to the City of Brookings or the holder of any utility franchise, an easement at locations shown in the above plat for the purpose of installing and maintaining any utility line. Any land shown in the above plat and designated as a street, road, alley, park or public ground is hereby dedicated to public use as such forever, but such dedication shall not be construed to be a donation of the fee of such land.

THIS PLAT TO VACATE AND REPLAT LOTS 1A, 2A, AND 3A OF "PLAT OF LOTS 1A, 2A, 3A, BLOCK 1, UNIVERSITY FIRST ADDITION TO THE CITY OF BROOKINGS, BROOKINGS COUNTY, SOUTH DAKOTA", FILED FOR RECORD ON JULY 24TH, 2012 AT 8:00 A.M. IN PLAT BOOK 30, PAGE 34.

The portion so platted shall hereafter be designated as, "**PLAT OF LOTS 1B AND 2B, BLOCK 1 OF UNIVERSITY FIRST ADDITION TO THE CITY OF BROOKINGS, BROOKINGS COUNTY, SOUTH DAKOTA**".

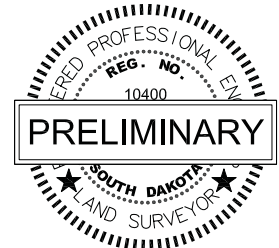
IN WITNESS WHEREOF, I have executed this Owner's Certificate this _____ day of _____, 2022.

Tyler Peterson
President

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2022 before me, the undersigned Notary Public within and for the State and County aforesaid, personally appeared Tyler Peterson, who acknowledge himself to be the President of Alpha Phi-Alfa Gamma Rho Alumni Association and that he, as being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Alpha Phi-Alfa Gamma Rho Alumni Association, himself as President.

NOTARY PUBLIC
My commission expires: _____



Prepared By:



Civil Engineers & Land Surveyors
Brookings, South Dakota
Ph. 605-696-3200

CITY MANAGER'S CERTIFICATE

WHEREAS, The State of South Dakota and the Alpha Phi-Alfa Gamma Rho Alumni Association, owners of the hereinafter real property has submitted a proposed plat "PLAT OF LOTS 1B AND 2B, BLOCK 1 OF UNIVERSITY FIRST ADDITION TO THE CITY OF BROOKINGS, BROOKINGS COUNTY, SOUTH DAKOTA", and the Brookings City Manager, being the duly authorized administrative official authorized to approve plats, having examined the proposed plat and it appears that all municipal taxes and special assessments if any upon said plat and survey, have been executed according to law. Access to the public streets, subject to all applicable municipal ordinances, is hereby granted except as may be designated "no access" on the attached plat.

Dated this _____ day of _____, 2022.

CITY MANAGER
CITY OF BROOKINGS, SOUTH DAKOTA
ATTEST:

CITY CLERK'S CERTIFICATE

I, _____, being the duly appointed, qualified and acting City Clerk of the City of Brookings, do hereby that _____ City Manager of the City of Brookings, did personally appear and acknowledged to me that he executed the foregoing City Manager's Certificate for the purposes stated within.

CITY CLERK
CITY OF BROOKINGS, SOUTH DAKOTA

COUNTY FINANCE CERTIFICATE

I, Finance Officer of Brookings County, South Dakota, do hereby certify that all taxes which are liens upon any land included in the above (and the foregoing) plats, as shown by the records of my office, have been fully paid.

Dated this _____ day of _____, 2022.

COUNTY FINANCE OFFICER
BROOKINGS COUNTY, SOUTH DAKOTA

DIRECTOR OF EQUALIZATION

I, Director of Equalization of Brookings County, South Dakota, do hereby certify that a copy of the above plat has been filed at my office.

Dated this _____ day of _____, 2022.

DIRECTOR OF EQUALIZATION
BROOKINGS COUNTY, SOUTH DAKOTA

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF BROOKINGS)

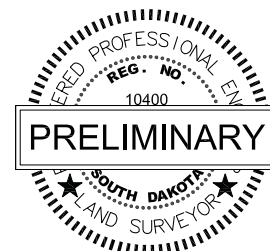
Filed for record this _____ day of _____, 2022, at _____ o'clock _____ M., and recorded in Book _____, of Plats on page _____.

REGISTER OF DEEDS
BROOKINGS COUNTY, SOUTH DAKOTA

Prepared By:



Civil Engineers & Land Surveyors
Brookings, South Dakota
Ph. 605-696-3200



SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 5 – M
DATE: October 5-6, 2022

SUBJECT

**Capital Asset Purchase Greater than \$500,000 – SDSU Aviation Education Program
Twin Engine Purchase**

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL § 13-49-15](#) – Purchasing and contracting for institutions
[BOR Policy 5:4](#) – Purchasing

BACKGROUND / DISCUSSION

The Board has delegated authority to enter into contracts for the purchase of equipment, supplies, and services to the institutions. Purchases of capital assets with a per-unit cost exceeding \$500,000 must be approved by the Board of Regents prior to a purchase order being issued.

IMPACT AND RECOMMENDATIONS

South Dakota State University (SDSU) requests the authority to purchase a 2015 or newer used Piper Seminole aircraft for the Aviation Education program. Enrollment in the SDSU Aviation Education program has increase from 50 students in 2011 to 193 today. The program currently has 15 aircrafts but is in need of an additional twin engine aircraft to ensure timely student progression and to meet the demand of the additional enrollment. Aviation Education program funds will be used to fund the total estimated cost of \$600,000. Attached is the Capital Asset Purchase Request Form.

ATTACHMENTS

Attachment I – South Dakota Board of Regents Capital Request Form

DRAFT MOTION 20221005_5-M:

I move to approve SDSU's request to purchase an aircraft for its Aviation Education program using approximately \$600,000 in funds from the Aviation Education program.



SOUTH DAKOTA BOARD OF REGENTS CAPITAL ASSET PURCHASE REQUEST

Please check approval action needed:

Board Authorization Required: _____

X

Executive Director Approval Required: _____

Is this an Externally Funded Research Purchase?

Yes _____

No _____

X

Institution: South Dakota State University

Department: School of Health & Con Sci - Aviation

Fund Source: 337600 - Flight Training Fees - Unrestricted Non-Appropriated Funds

(SPECIFIC REVENUE SOURCE MUST BE IDENTIFIED)

Estimated Cost: \$600,000

Item Description: 2015 or newer used Piper Seminole with 4,200 hours or less total airframe

Purpose:

Purchasing twin engine aircraft to support growing Aviation program.

Institutional
Authorization:

DocuSigned by:

Bany H. Nunn

7F75335EF810452

Date: 9/21/2022 | 17:11 CDT

Date Approved by the Board of Regents: _____

Executive Director Approval: _____

Date: _____

**NOTE: Institutions are responsible for processing their requisitions through their procurement department.
All supporting information must be attached with this request.**

*Policy 5:4: Capital asset purchases of \$250,000 to \$500,000 require Executive Director approval.
Capital asset purchases exceeding \$500,000 requires Board of Regents approval.*

SOUTH DAKOTA BOARD OF REGENTS

Informational Items
Consent

AGENDA ITEM: 5 – N
DATE: October 5-6, 2022

SUBJECT

Interim Actions of the Executive Director

CONTROLLING STATUTE, RULE, OR POLICY

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

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

[BOR Policy 5:4](#) – Purchasing

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

BACKGROUND / DISCUSSION

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

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

IMPACT AND RECOMMENDATION

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

ATTACHMENTS

Attachment I – Interim Actions of the Executive Director

INFORMATIONAL ITEM

INTERIM ACTIONS

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

Northern State University

Water Heater Replacement – This \$45,000 work request is for funding for a new Aerco Modelb+07/2.50/EC hot water heater replacement in the Barnett Center.

South Dakota State University

AES – Waldner Pole Shed May 12th Storm Damage – SDSU is requesting EMERGENCY approval for this work request and for the full design and construction to rebuild the AES Waldner Farm Pole Shed that sustained damage in the May 12th windstorm, valued at \$209,000.00

AES – Dairy Lactation Barn Fire Repairs – SDSU is requesting EMERGENCY funding for removal of damaged structure, metal roof, and equipment. New construction will include replacing the damaged structure, rebuilding the destroyed manure pit enclosure, metal roofing, ag curtain, manure pit agitator, electrical, lighting, and pump. Includes lighting as called out in the reconciled list as well as returning power to the owner supplied as equipment, valued at \$850,000.00

Capital Asset Purchase (Greater than \$250,000)

Northern State University

Cisco Catalyst Switches (model: 9500) for Distribution Layer Upgrade and Nexus Core Upgrades – Upgrade networking infrastructure and meet the guidelines of this multi-institutional grant. This purchase is estimated at a cost of \$293,528.26 and will be paid for by the CC* NSF Grant.

South Dakota School of Mines and Technology

WinPact SIP Fermentation System 200L – The SIP fermentation system is a pre-pilot scale 200L (working volume) bioreactor/fermentation, required for immediate scale-up of the extremophilic bioprocessing/biopolymer technologies being developed in SD Mines for potential commercialization and for support of emerging biomanufacturing industries and of the agricultural economy in South Dakota. This reactor is designed to provide high productivity and automation while maintaining a low operation cost. Of key importance is the ability to run the system in batch, fed batch, and continuous operations. Scale-up on this system will enable efficient transfer to larger (1000L and higher) bioreactors at the Dakota Bioproducts Institute, with an estimated cost of \$306,500.00

Clerical BOR Policy Updates

BOR Policy 2:5 – Seamless Transfer of Credit – was updated on August 25, 2022, to correct the following clerical edit (noted in **red** below) in Section B.1:

1. **Accredited Institution:** Holding accreditation from one of the following institutional accrediting bodies, unless otherwise specified: Middle States Commission on Higher Education (MSCHE), New England Association of Schools and Colleges (NEASC), Higher Learning Commission (HLC), Northwest ~~Accreditation Commission (NWAC)~~ Commission on Colleges and Universities (NWCCU), Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), WASC Senior College and University Commission (WSCUC).

BOR Policy 2:7 – Undergraduate General Education Requirements – was updated on August 25, 2022, to correct the following clerical edits (noted in **red** below) in Section B.2 and C.3.3:

2. **Accredited Institution:** Holding accreditation from ~~Defined as~~ one of the following institutional accrediting bodies, unless otherwise specified: Middle States Commission on Higher Education (MSCHE), New England Association of Schools and Colleges, Higher Learning Commission (NEASC), Northwest ~~Accreditation Commission on~~ Colleges and Universities (NWCCU), Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), WASC Senior College and University Commission (WSCUC).

...

- 3.3. All prerequisites for associate and baccalaureate programs must be completed as determined by the student's academic degree plan. See BOR Policy ~~XXX 2:5 series~~ for additional guidance on transfer of credits.

BOR Policy 2:29 – Academic Program Student Credit Hour Requirements – was updated on August 25, 2022, to correct the following clerical edit (noted in **red** below) in Section B.2:

2. **Accrediteding Institution:** Holding accreditation from one of the following regional accrediting bodies, unless otherwise specified: Middle States Commission on Higher Education (MSCHE), New England Association of Schools and Colleges (NEASC), Higher Learning Commission (HLC), Northwest ~~Accreditation Commission on~~ Colleges and Universities (NWCCU), Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), and WASC Senior College and University Commission (WSCUC).

New Prefix Approvals

Black Hills State University

- HSAD: Health Services Administration

Course Modifications

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

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

Substantive Program Modifications

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

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

Reduced Tuition Externally Sponsored Courses

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

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

SOUTH DAKOTA BOARD OF REGENTS

Informational Items
Consent

AGENDA ITEM: 5 – P
DATE: October 5-6, 2022

SUBJECT

Intent to Plan Requests

CONTROLLING STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

Per [BOR Policy 2:23](#), Intent to Plan requests are reviewed by the Executive Director (or designee) and if approved to the next step are then reviewed by the Academic Affairs Council for feedback, consultation, and possible collaboration. BOR academic leadership then provides a report to BOR Committee A regarding submitted Intent to Plan requests with a report to the full Board placed under the Consent section of the agenda as a routine informational item. The approval of an Intent to Plan proposal does not overwrite the Full Proposal process and does not guarantee approval of the Full Proposal by the Board.

IMPACT AND RECOMMENDATION

This report will provide the intent to plan's that were approved by the Executive Director and will be followed by a full proposal in a future Board meeting.

1. USD – BS in Conservation Biology

The proposed BS in Conservation Biology will replace the current specialization in this area within USD's BS in Biology program, making Conservation Biology its own standing major. This is a repackaging of an existing program. The formal separation of Conservation Biology into a free-standing degree will make navigating degree requirements easier for students and will better reflect the focus of study for the student. This does not require any new resources as the classes have already been offered.

2. USD – BS in Physiology, Cell, and Molecular Biology

The proposed BS in Physiology, Cell, and Molecular Biology will replace the current specialization in this area within USD's BS in Biology program, making Physiology, Cell, and Molecular Biology its own standing major. This is a

(Continued)

INFORMATIONAL ITEM

repackaging of an existing program. The formal separation of Physiology, Cell, and Molecular Biology into a free-standing degree will make navigating degree requirements easier for students and will better reflect the focus of study for the student. This does not require any new resources as the classes have already been offered.

ATTACHMENTS

None

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 5 – Q
DATE: October 5-6, 2022

SUBJECT

Building Committee Report

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 6:5](#) – Building Committees

BACKGROUND / DISCUSSION

This is a review of the actions taken by the building committees since the last Board meeting.

On August 1, 2022, the building committee for the SDSMT NUCOR Mineral Industries Building, represented by Regent Wink, approved the project's Guaranteed Maximum Price (GMP) of \$33,247,000.

On August 23, 2022, the building committee for the BHSU West River Nursing Addition and Renovation, represented by Regent Partridge, chose to enter negotiations with the team of Gustafson Builders to serve as the Construction Manager at Risk (CMAR).

IMPACT AND RECOMMENDATIONS

None

ATTACHMENTS

None

INFORMATIONAL ITEM

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 6 – A
DATE: October 5-6, 2022

SUBJECT

DSU Land Acquisition – Sanford Health

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 6:2](#) – Acquisition and Disposal of Real Property

BACKGROUND / DISCUSSION

Dakota State University (DSU) requests Board of Regents’ authorization to acquire real estate in Minnehaha County. The acquisition was approved by the 2022 Legislature by way of [SB130](#), which was signed by the Governor on March 24th. The bill authorized the Board of Regents to accept, on behalf of Dakota State University, for the purpose serving as the site for the Dakota State University Applied Research Lab authorized in the legislation, the donation of up to 16 acres of real property from Sanford Health, located within the following described parcel:

THE NORTHWEST QUARTER (NW1/4) OF SECTION 6, TOWNSHIP 101 NORTH, RANGE 49 WEST OF THE 5TH P.M., MINNEHAHA COUNTY, SOUTH DAKOTA, ACCORDING TO THE GOVERNMENT SURVEY THEREOF, INCLUDING LOTS FE1 AND FE3 AND EXCEPT LOTS H1, H2, H3 AND H4 AND EXCEPT SANFORD SPORTS COMPLEX SOUTH ADDITION TO THE CITY OF SIOUX FALLS CONTAINED THEREIN.

The foregoing acquisition will be made in accordance with applicable law and subject to the conditions contained in SB130. Once the Board approves the acquisition/acceptance of the land donation, the necessary documents to facilitate the transfer will be finalized and executed, subject to the approval of the BOR General Counsel to ensure compliance with applicable law. The necessary elements of BOR Policy 6:2 pertaining to land acquisitions include:

- A. The certificate of the General Counsel that the proposed structure for the transaction conforms to the legal limitations on the Board’s authority;

(Continued)

DRAFT MOTION 20221005_6-A:

I move to approve the acquisition of the real estate located in Minnehaha County, as presented, which was authorized by Senate Bill 130 during the 2022 Legislative Session.

The General Counsel has reviewed the proposed structure for the transactions and is of the opinion that it conforms to the legal limitations on the Board's authority. SB130 was approved by the 2022 Legislature and signed by the Governor on March 24, 2022, authorizing the acquisition of the Minnehaha County property.

- B. A statement of the business rationale for the acquisition referencing the land acquisition plan set forth in 6:2(1) and identifying any additional actions or expenditures that shall be needed to make use of the property;

The land to be acquired will serve as the site for DSU's Applied Research Laboratory in Sioux Falls authorized in SB130.

- C. A report from an independent appraiser stating a fair market price for the property;

The land is being donated by Sanford Health, and as such, DSU requests the Board waive the requirement in policy for an independent appraisal stating a fair market price for the property.

- D. An environmental audit report, including any action plan required to abate identified environmental hazards; and

A Phase 1 Environmental Site Assessment was completed, which found no evidence of recognized environmental conditions in connection with the property. The report is available from DSU upon request.

- E. A financial plan and acquisition budget addressing (1) the land price; (2) incidental expenses and (3) costs for related improvements or services needed to make the property serviceable.

- (1) The land will be donated to BOR by Sanford Health;
- (2) Any incidental expenses associated with the land acquisition/transfer will be funded from the expenditure authority authorized in SB130; and
- (3) The property will be developed as authorized in SB130, to include the expenditure authority for donated funds granted therein.

IMPACT AND RECOMMENDATION

The proposed acquisition will allow DSU to proceed with the DSU Applied Research Laboratory in Sioux Falls as authorized by SB130.

Staff recommends approval.

ATTACHMENTS

None

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 6 – B
DATE: October 5-6, 2022

SUBJECT

Affiliated Entity – Dissolve Early Learning Center of Brookings, Inc. and Transfer to SDSU

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL § 13-52](#) – Grants and Donations to State Institutions

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

[BOR Policy 5:9](#) – Foundations

BACKGROUND / DISCUSSION

At the Board's [December 2020 meeting](#) it approved a request to transition the Early Learning Center of Brookings, Inc. (ELC) nonprofit for the benefit of South Dakota State University (SDSU) as an affiliated entity. Following this approval, SDSU, in consultation with the SDBOR Executive Director and General Counsel, adopted revised governing documents and appointed an Early Learning Center of Brookings Board (ELC Board) to oversee this non-profit entity. The ELC Board has held numerous meetings to facilitate this transition and establish procedures to provide strong oversight to this non-profit affiliated entity. During this transition, it became apparent to the ELC Board that it would be in the best interest of SDSU and the ELC to transition the ELC to become an SDSU entity, relinquishing its affiliated entity and separate non-profit status. This transition will allow SDSU to utilize the ELC for University purposes that are not possible under the non-profit status regulations, to include the prioritization of children of University faculty, staff, and students for services at the ELC.

Proposed Transition:

SDSU proposes:

- THE ELC operations transition to leadership by the SDSU Office of Finance and Business and the current ELC Board be terminated;

(Continued)

DRAFT MOTION 20221005_6-B:

I move to approve SDSU's request for approval of the dissolution of the Early Learning Center of Brookings, Inc. for the benefit of South Dakota State University, as set forth herein, subject to execution of contractual documents acceptable to the Executive Director and in a format approved by the Board's General Counsel.

- The ELC domestic nonprofit corporation be dissolved and wind up business in accordance with SD law;
- The affiliation agreement between ELC nonprofit and SDSU be terminated;
- Any necessary documentation of designation of endowment beneficiary and use of funds be transitioned to an agency account operated by SDSU for the sole purpose of operating the ELC;
- Any necessary agreements with the current service provider, Bright Horizons, be updated to reflect the transition from ELC to SDSU.

IMPACT AND RECOMMENDATIONS

SDSU requests the approval of transition of the Early Learning Center of Brookings, Inc. to South Dakota State University, as set forth in Attachment I.

ATTACHMENTS

Attachment I – Bright Horizons Management and Services Agreement

Attachment II – ULC Lease

Attachment III – ULC Services Agreement

CHILD CARE CENTER DEVELOPMENT AND MANAGEMENT AGREEMENT

This Child Care Center Development and Management Agreement (the “Agreement”) is made and entered into effective on January 1, 2022 (“Effective Date” or “Opening Date”) by and between Bright Horizons Children’s Centers LLC, a Delaware limited liability company with its principal office located at 2 Wells Avenue, Newton, MA 02459 (“BH” or “Bright Horizons”) and the South Dakota Board of Regents for the benefit of South Dakota State University, a nonprofit public institution of higher education for the State of South Dakota under the control and management of the Regents and located in Brookings, South Dakota (“Client” or “South Dakota State University”).

WITNESSETH:

WHEREAS, BH is engaged in the business of providing quality child care services for children and management/consulting services for employers regarding child care;

WHEREAS, Client desires to engage BH to develop and manage a child care center (“Center”) for Client at a site located at 405 1st Avenue, Brookings, South Dakota; and

WHEREAS, Client wishes to receive and BH wishes to render management services for the operation of such Center;

NOW THEREFORE, in consideration of the mutual agreements and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. TERM

This Agreement shall be considered effective on _____ and shall end on December 31, 2026 (the “Initial Term”). Thereafter, the Agreement shall automatically renew for successive terms each equal to three (3) years (each, a “Renewal Term”) unless and until terminated in accordance with the terms herein or unless either party gives notice to the other at least one hundred twenty (120) days before the expiration of the Initial Term or any Renewal Term of its intent not to renew this Agreement. The Initial Term and any Renewal Term are referred to collectively as the “Term.”

ARTICLE II. CENTER OPERATIONS, EQUIPMENT & SUPPLIES

2.1 Operation of the Center. BH shall operate the Center as a quality child care center in a professional manner and in compliance with all requirements of law and regulation applicable to the operation of the Center, including all applicable state and local child care licensing requirements. BH shall provide all necessary personnel to staff the Center, and shall have responsibility for managing the staff, ensuring that there are adequate supplies, educational programming, training, quality assurance, risk management, financial administration and parent relations as provided in this Agreement. BH shall provide all necessary Center Support Services required in the operation of the Center. Center Support Services shall mean the annual amount allocated by BH to cover the cost of budgeting and analysis, accounting and audit, legal, purchasing, information technology support, staff training, regional manager and other operational oversight and support, curriculum planning and implementation tools, parent satisfaction surveys, public relations and parent marketing assistance, and all other related Center support

activities. Commencing on the Opening Date, Client shall pay BH an annual Center Support Services amount. The annual Center Support Services amount effective on _____ is Ninety-Four Thousand Nine Hundred Fifty Nine Dollars (\$94,959). The annual cost of Center Support Services shall increase each January 1 by the percentage increase in the CPI for the most recent twelve month period reported.

2.2 Description of Child Care Program.

- A. BH shall provide child development activities to children ages six (6) weeks through six (6) years enrolled in the Center. The program shall operate Monday through Friday, except for Holidays, eleven (11) hours per day.
- B. The program shall be designed to serve up to approximately one hundred nine (109) FTE enrollees, unless expanded by agreement of the parties. The actual Capacity served in the Center may vary depending on the age mix and groupings in place on any given day. Final capacity of the Center will be subject to state and local licensing requirements. BH will make recommendations to Client to enable the Facility to operate at this projected Capacity and to meet the current requirements of the National Association for the Education of Young Children Academy for Early Childhood Program Accreditation ("NAEYC").
- C. Priority for enrollment of children at the Center shall be as follows:
 - a. First, Siblings of children enrolled in the Center;
 - b. Second, Children of South Dakota State University ("SDSU") Employees and Students;
 - c. Third, Children of members of the SDSU Foundation;
 - d. Fourth, Children of members of the SDSU Alumni Association;
 - e. Fifth, Children of Bright Horizons staff employed at the Center;
 - f. Sixth, Other priorities agreed to by Bright Horizons and Client;
 - g. Seventh, Children from the community.
- D. Client may elect in its sole discretion to fund Tuition Scholarships for community enrollees in accordance with criteria provided to BH by Client.
- E. NAEYC Accreditation. At Client's election, BH will operate the Center to meet the requirements necessary to obtain accreditation from the National Association for the Education of Young Children-Academy for Early Childhood Program Accreditation (the "NAEYC Requirements"). Provided that (i) Client approves an adequate annual budget to allow BH to meet the NAEYC Requirements, (ii) BH agrees on such budget and (iii) BH is able to recruit and hire enough qualified staff that meet the NAEYC Requirements, BH will apply for accreditation within the first 24 months following the Opening Date of the Center and diligently take all reasonable steps to obtain accreditation within three (3) years of the Opening Date, except for delays caused solely by the NAEYC. BH will keep Client informed of any progress regarding NAEYC accreditation. In the event that BH has not obtained accreditation within such three (3) year period, BH will present a plan to Client within six months following such period which describes any accreditation issues and a strategy for obtaining accreditation for the Center. BH and Client will meet and discuss that plan and, upon Client's approval, BH will diligently take all reasonable steps to implement the plan and obtain accreditation. To the extent that current or future changes in the NAEYC Requirements necessitate additional funds to obtain or

maintain accreditation, BH will discuss the financial and operating implications of such changes with Client and BH will work with Client to create an adequate budget to enable BH to obtain or maintain accreditation, or upon Client's election, BH shall no longer be required to meet the NAEYC Requirements.

- F. Community Resources. BH shall use its best efforts to encourage Client's goal of incorporating intergenerational activities at the Center, and to work in partnership with South Dakota State University to utilize such resources in the Center's programs. Upon agreement of the parties, the Center may allow students from South Dakota State University who meet all participation requirements, subject to BH's policies and guidelines, to intern or volunteer at the Center ("Students"). Client assumes full responsibility for requiring Students to commit to BH confidentiality standards, and for verifying background qualifications of all Students and ensuring the appropriate behavior of Students while at the Center. No Students shall be considered an employee or agent of BH for any purpose, including, but not limited to, activities performed at the Center. BH and Client shall work together to ensure that the requirements and procedures for participation by Students or other volunteers at the Center are acceptable to both parties.

2.3 Parent Fees. All Parent Fees shall be paid either by payroll deduction or directly to BH by parents monthly, in advance. If Client elects to have Parent Fees paid via payroll deduction, such payroll deduction shall ensure the timeliness of the receipt by BH of all funds in advance of the month for which they are due. If Parent Fees are paid directly to BH by parents, BH may require payments to be made by automatic (ACH) withdrawal. All Parent Fees for back-up care, where applicable, are due the day care is provided. Parent Fees shall mean tuition, enrollment and registration fees, meal fees for breakfast and dinner, and student activity fees.

2.4 Facility for the Center. Client at its sole cost shall make available to BH the facility for the Center, the outdoor playground, and all related facilities serving the Center ("Facility"). Client shall be responsible for ensuring that the Facility shall remain in compliance with all applicable rules, regulations and ordinances throughout the Term. BH has reviewed the portion of the United Living Community campus which shall serve as the Facility and is satisfied that the space will meet the needs of the Center as envisioned by the Client and BH. BH shall use its best efforts and expertise to advise Client on necessary upgrades to the Facility with the goal of meeting licensing and accreditation standards, and Client shall be responsible for the cost of construction and implementation of such upgrades.

2.5 Facility-Related Services and Supplies. Client will be responsible for providing at its sole expense the following services, supplies, and support for the Facility:

- A. Payment of all lease payments or interest and principal related to the lease or mortgage of the Facility, as the case may be, along with property insurance premiums;
- B. Repair and maintenance of the Facility;
- C. All utilities consumed at the Facility, including electricity, heating, cooling, water, and gas;
- D. Telephone services and equipment (both cellular and landlines, including installation and other costs associated with Center operations);

- E. High speed Internet access;
- F. Security systems (including installation, as required, and other associated expenses);
- G. Fire alarm and detection equipment and monitoring;
- H. Appliances (dishwasher(s), stove, refrigerators, convention oven, microwave, freezer, washer and dryer); and
- I. Daily janitorial services and supplies (including germicidal solution, antibacterial hand soaps, toilet paper, paper towels, and trash bags), cleaning, snow removal, lawn maintenance, and pest control.

2.6 Other Equipment and Supplies. Following Client's approval of a budget for other equipment and supplies to be purchased for the Center, including the estimated costs of installation and the stocking of office and classroom supplies, BH will procure at Client's sole expense the following additional equipment and supplies for the Center ("Other Equipment and Supplies"):

- A. Classroom equipment, furniture and supplies, including interior and exterior play equipment, and classroom computers with appropriate child educational software; and
- B. Office Equipment, office furniture and office supplies.

Client agrees to enhance, maintain, repair or replace such Other Equipment and Supplies as reasonably requested by BH from time to time to ensure the safety and security of the children, and BH shall invoice Client for the cost of such enhancements, maintenance, repairs or replacements. Client may, at its option for any individual purchase orders in excess of \$10,000, elect to order or pay directly for such Other Equipment and Supplies, in which case BH will assist in the creation of purchase orders and provide Client access to BH's vendor discounts.

2.7 Communications Plan. BH and Client shall jointly develop a communications plan to market the Center to parents and the development of all necessary materials for such communications plan.

Any printed materials produced by or for the Center, including but not limited to Center brochures, parent handbooks, stationery and other promotional materials, may include the following reference: "operated by Bright Horizons." Client and BH shall have the right to review and approve in advance all printed materials specifically referencing the Center or the other party, and such approval shall not be unreasonably withheld or delayed. BH shall furnish its logo artwork for materials production.

All press releases to be issued by BH or Client referencing any operational issues concerning the Center or unique aspects of BH's relationship with Client shall be approved in advance by the other party. BH may refer to the Center and the Client in its center and client lists.

ARTICLE III.
FINANCIAL OBLIGATIONS AND PAYMENTS

3.1 Financial Obligations. Client shall be responsible for the following financial obligations:

- A. Operating Expenses. During the Term of this Agreement, Client shall pay all Operating Expenses of the Center in excess of Parent Fees received by the Center and the Management Fee described below ("Quality Subsidy"). Parent Fees shall be established by BH in advance of each fiscal year, and from time to time, subject to the approval of the Client. At least sixty (60) days prior to each fiscal year, BH will provide Client with an estimated budget of the Operating Expenses and Parent Fees for such year. Client shall either approve such budget or work with BH to develop an alternate approved budget for such year. Operating Expenses shall mean all expenses incurred in the operation of the Center, which shall include but not be limited to the following: wages, salaries and bonuses of Center personnel plus related Benefits, payroll taxes, workers' compensation, relocation, vacation and sick leave, Tuition discounts for Center employees, background check and recruiting costs, classroom materials, teacher resources, parent communications, events and supplies, food service, office supplies, depreciation, local telephone and long distance service, Internet access services, kitchen, laundry and diapering supplies, vehicle operations, travel and lodging for Center personnel, printing and postage, credit card fees, bad debts related to collections of Parent Fees, Insurance, Center Support Services, Facility-Related Expenses Client has requested and BH has agreed to pay on behalf of Client, and any other direct or indirect Center operating costs as agreed upon by the parties.
- B. Facility-Related Expenses and Other Equipment and Supplies. Client shall pay all Facility-Related Expenses and Other Equipment Supplies set forth herein, or promptly reimburse BH in the event BH purchases or provides these items, but only to the extent such direct payment by BH is approved in advance by Client. Facility-Related Expenses shall mean all expenses associated with the development, occupancy, use, maintenance, repair, and replacement of the Facility.
- C. Management Fee. Commencing on _____, Client shall pay to BH an annual fee of One Hundred Two Thousand One Hundred Seventy-Six Dollars (\$102,176) for management of the Center. Such annual Management Fee shall increase each year on the anniversary of the Opening Date falls by the percentage increase in the CPI for the most recent twelve month period reported. Client shall pay each annual Management Fee in twelve equal monthly installments.

3.2 Advance. In order to cover cash flow delays during the period between the expenditures of funds by BH and the reimbursement of those funds by the Client pursuant to the terms of this Agreement, the Client will advance BH an amount equal to two months of the budgeted Quality Subsidy. Within twenty (20) days of each succeeding month's end, BH will invoice the Client for the actual Quality Subsidy incurred for the month being invoiced. At the expiration or termination of this Agreement, BH will reimburse the advance to the Client, less any outstanding amounts due to BH at that time.

3.3 Regulatory Adjustments. The budgeted Operating Expenses shall be increased within a fiscal year to the extent Operating Expenses increase as a result of (a) changes in the federal or state wage or hour laws, (b) changes in the federal, state or local licensing requirements, and (c) changes in state or

local sales/use tax laws which would provide for the taxation of gross receipts derived from management of a child care center or any of the Operating Expenses.

3.4 Records and Audit. BH shall maintain accurate and complete financial records and accounts to document its performance and activities under this Agreement and its expenditures and other dispositions of funds received pursuant to this Agreement. Such records shall be kept in such a way that they may be readily audited, shall be consistent with generally accepted accounting principles and budgets presented to Client and shall conform to all applicable laws. While this Agreement remains in force, and for one (1) year after its expiration or termination, the Client and/or any independent accounting firm selected by the Client shall have the right at any time and from time to time, during normal business hours, at the Client's expense, and upon reasonable notice to BH, to examine and audit any and all of BH's financial records and accounts pertaining to this Agreement. Such financial records will be kept for four years from the date incurred (or longer if required by law) or until the final disposal of any claims or litigation arising out of the performance of this Agreement, whichever is longer. However, audits for any budget year must be completed within twelve (12) months following that budget year.

3.5 Payments. Client shall remit all payments due to BH within thirty (30) days of BH's invoice date. Interest shall accrue on any unpaid or overdue balance from the date payment was originally due and shall be applied at a rate of one percent per month on any unpaid balance.

ARTICLE IV. INSURANCE

4.1 BH Insurance. During the Term, BH shall procure and maintain the following minimum levels of insurance coverages:

- A. Workers' compensation insurance in statutory amounts and employer's liability insurance with limits of \$500,000 per employee and \$500,000 per disease;
- B. Commercial general liability insurance, written on a "ISO" commercial general liability form or its equivalent, with combined single limits for bodily injury and property damage, including sexual abuse, of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate in a policy year;
- C. Business auto liability insurance including owned, non-owned and hired vehicles with combined single limits for bodily injury and property damage of not less than \$1,000,000 each accident;
- D. Umbrella liability insurance in excess of the employer's liability, commercial general liability and business auto liability insurance required above in an amount not less than \$25,000,000.

BH agrees to include Client, State of South Dakota, its officers and employees, as an additional insured on BH's commercial general liability and automobile liability insurance policies. BH shall provide Client with a certificate of insurance evidencing the coverages and limits described above not more than ten (10) days after the execution of this Agreement and a renewal certificate not more than ten (10) days after the expiration of the certificate it renews. This certificate shall provide for thirty (30) days' notice to Client in the event of a material change in the above terms of coverage or cancellation of such coverage (ten (10) days in the event of nonpayment). Such coverage shall be primary and non-contributory to any insurance held by Client. The Client, State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

4.2 Client's Insurance. Throughout the Term of this Agreement, Client shall maintain commercial general liability insurance coverage, written on an "ISO" commercial general liability form or its equivalent, with combined single limits for bodily injury and property damage of not less than \$1,000,000 per occurrence, such coverage to include contractual liability.

4.3 Waiver of Recovery. BH and Client each hereby waive any and all rights of recovery, claim, action or cause of action against the other, its agents, officers, or employees for any loss or damage that may occur to the Center, or any improvements thereto, or to the building of which the Center is a part, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other cause, regardless of cause or origin, including negligence of the other party hereto, its agents, officers or employees, and covenants that no insurer shall have any right of subrogation against such other party provided however, such agreement does not invalidate said policies of insurance.

ARTICLE V. INDEMNIFICATION

5.1 Indemnification by BH. BH hereby agrees to defend, indemnify and hold harmless Client, as well as the State of South Dakota, the South Dakota Board of Regents, South Dakota State University, their officers, agents or employees from and against any and all actions, suits, damages, liability or other proceedings that may arise as a result of BH's negligence or willful misconduct in the performance of this Agreement. Nothing herein requires BH to be responsible for any action, suit, damage, liability or other proceeding that may arise as a result of the negligence, error or omission of Client, the South Dakota Board of Regents, South Dakota State University, their officers agents, or employees. To the fullest extent permitted by law, BH's obligations under this paragraph shall be limited to the extent that such directors, officers, or employees of Client are acting in their capacity as directors, officers, or employees of Client, and not as parents or guardians using the Center.

5.2 Indemnification by Client. The parties understand and agree that as set forth in SDCL 3-21-13, no hold harmless or defense (hereafter, "indemnification") provision by the State, its officers, agents, or employees, is enforceable against them except to the extent that liability coverage is provided pursuant to SDCL 3-22-1 and funds are specifically appropriated by the Legislature and available to provide for the indemnification, or the Legislature has expressly authorized the indemnification.

5.3 Notification. The indemnified party shall promptly notify the indemnifying party of any claims, demand, action, or proceeding for which indemnification will be sought under this Agreement. BH and Client shall cooperate with each other and provide each other with access to all relevant books and records in their possession.

5.4 Indirect Damages. In no event shall either BH or Client be responsible for any indirect, special, consequential, incidental, exemplary, or punitive damages, including without limitation damages for lost profits or business opportunity, even if informed of the possibility thereof.

ARTICLE VI. CONFIDENTIALITY – NON-SOLICITATION

6.1 Confidentiality. Client and BH acknowledge that during the Term of this Agreement, either party may be made aware of confidential or proprietary information with respect to the other party's products, improvements, designs, styles, services, contracts, customers, marketing methods, procedures, plans, proposals, employees and their children, curriculum, policies or methods, including information contained in this Agreement. The parties agree that neither party shall, without the prior written consent

of the party from whom such information was obtained, disclose any such proprietary information to any third party except (a) to any employee or agent of such party who needs to know such information in order to perform the party's obligations hereunder, or (b) as may be required by law or legal process. Client agrees to treat as confidential all terms and conditions of this Agreement, and agrees not to disclose the terms and conditions of this Agreement to any third party without BH's prior written consent.

6.2 Non-Solicitation. During the Term of this Agreement and for a period of one (1) year after termination, the Client agrees not to solicit or to cause or permit any agent or independent contractor acting for or in the interests of the Client to solicit any employee of BH to render child care or related services at the Center or at any other location. The prohibitions of this paragraph shall not apply to general solicitations of employment not targeted to BH employees.

6.3 Intellectual Property. BH is the sole and exclusive owner of all intellectual property used in connection with its business and the operation of the Center. This intellectual property includes but is not limited to all educational materials, parent handbooks and related materials, trademarks and service marks, graphics, data, text, manuals, forms, writings, charts, photographs, drawings, web sites, videotapes and other materials created by or for BH. The parties agree that BH shall continue to exclusively own and hold all rights to all such intellectual property during and after the Term. The permitted use of any such intellectual property by Client pursuant to the specific terms of this Agreement shall not create any ownership interest in such property or related rights whatsoever.

6.4 Use of Marks. The parties agree that BH's and Client's related trademarks and logos (the "Marks") are the registered trademarks of BH and Client, respectively, and each party shall remain the sole and exclusive owner thereof. In consideration of the mutual promises made by the Parties pursuant to this Agreement, the parties grant to one another a revocable, royalty-free, nonexclusive, nontransferable license in the United States to use the Marks in connection with use and/or promotion of the services contemplated under this Agreement. Both parties agree that all of their uses of the Marks shall be subject to the other party's reasonable review and instruction to assure the use is consistent with BH's and Client's trademark protocols. Upon the termination or expiration of this Agreement, this license shall automatically expire, and all use of the Marks by either party shall cease without any further action required by the parties.

ARTICLE VII. TERMINATION

7.1 Default by BH. If (a) within thirty (30) days after written notice from Client to BH specifying any material default or defaults, BH has not commenced diligently to correct the default or defaults so specified or has not thereafter diligently pursued such correction to completion; or (b) if any assignment shall be made by BH for the benefit of creditors; or (c) if a petition for liquidation pursuant to Chapter 7 of Title 11 of the U.S. Code is filed by BH or if such a petition is filed against BH and such petition is not dismissed within ninety (90) days thereafter, then, and in any of such cases the Client may, in addition to and not in derogation of any remedies for any preceding breach of this Agreement, immediately or at any time thereafter and without demand terminate this Agreement by giving written notice to BH effective upon BH's receipt of such notice. Notwithstanding anything to the contrary herein, the CLIENT'S rights upon an event of default caused by proceedings under the Bankruptcy Act shall be limited to the remedies permitted the CLIENT under such Act with respect to such event.

7.2 Default by Client. Without prejudice to any other rights or remedies which BH may have in such event under this Agreement, upon thirty (30) days written notice, BH may terminate this Agreement for cause if Client fails to comply with any material obligation under this Agreement,

including without limitation the failure to make any payment when due. Termination under such default shall not relieve Client of its obligations to pay any amounts due under this Agreement.

ARTICLE VIII. NOTICES

Any notice required to be served by either party hereto upon the other shall be deemed to have been properly given upon receipt if such notice is in writing and delivered or sent Certified Mail, Return Receipt Requested, with postage prepaid, or by overnight courier service, and addressed as follows:

To BH:	Bright Horizons 2 Wells Avenue, Newton, MA 02459 Attention: General Counsel
To Client:	South Dakota State University Box 2201 Brookings, SD 57007 Attention: _____

Either party may change the addresses to which notices are to be sent by notifying the other party in writing of such other address in accordance with the foregoing.

ARTICLE IX. MODIFICATIONS

This Agreement may be amended only by the written agreement of the parties hereto. No provisions of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by BH and Client.

ARTICLE X. ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their successors and permitted assigns. Neither party may assign its rights and/or obligations pursuant to this Agreement to another entity without the written consent of the other party, except in the event that (a) such assignment is made to a successor or affiliated corporation pursuant to a corporate reorganization or merger and that such assignment will not materially affect either the scope and quality of services to be delivered under this Agreement or the numbers and locations of its employees eligible to receive such services, and (b) that the assignee is fully subject to and bound by the assignor's obligations under this Agreement.

ARTICLE XI. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the law of the State of South Dakota without regard to conflict of law principles.

ARTICLE XII.
INDEPENDENT CONTRACTOR

BH shall be an independent contractor with respect to Client and the operation of the Center. Neither BH nor the employees or agents of BH shall be deemed to be agents, representatives, employees or servants of Client in the performance of BH'S obligations under this Agreement. Client and BH agree not to do any act or make any representation to any person to the effect that BH or any of its employees or agents is the agent of Client.

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ARTICLE XIII.
MISCELLANEOUS

No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further continuing waiver of any such term, provision or condition of this Agreement. No remedy available to a party for the other party's breach of this Agreement is intended to be an exclusive remedy; a party's exercise of any remedy for breach of this Agreement shall not be deemed or construed to be a waiver of their right to pursue any other remedy. Neither party shall be liable for the failure or delay in performance of its obligations under this Agreement beyond its reasonable control other than the obligation of payment. The singular number shall include the plural and the plural shall include the singular, and any reference to any gender shall include references to all genders.

If any term, condition or provision of this Agreement shall be found, by a court of competent jurisdiction, to be invalid or unenforceable, or to violate or contravene any federal or state law, then the term, condition or provision so found shall be deemed severed from this Agreement, but all other terms, conditions and provisions shall remain in full force and effect. Each of the parties agrees that it has read and had the opportunity to review this Agreement with its legal counsel. Accordingly, the rule of construction that any ambiguity contained in this Agreement shall be construed against the drafting party shall not apply. This Agreement is solely for the benefit of BH and Client, and no other person or entity shall be deemed a third party beneficiary hereof, except where expressly indicated. Each party to this Agreement shall be solely responsible for and the other party shall have no obligation to honor, any representations or warranties that such first party may provide to any other third party(ies) with respect to the services.

ARTICLE XIV.
ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the development and management of the Center and contains all of the covenants and agreements between the parties with respect to the Center.

ARTICLE XV
DEFINITIONS

The terms used in this Agreement shall have the following meaning:

- A. **Benefits** shall mean all health and life insurance, dental insurance, 401(k), disability insurance, internal and external benefit administrative costs, payroll processing, and all other costs related to the extension of employment benefits to employees. Benefits will be charged at a fixed rate in 2021 of 29% of actual salaries and wages of Center employees, subject to annual increases that reflect the increased costs of Benefits.
- B. **Capacity** shall mean the maximum number of FTEs that can be enrolled at the Center at any one time, based on the Center's design and licensed capacity.
- C. **CPI** shall mean the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index—All Urban Consumers, U.S. City Average, Not Seasonally Adjusted (Tuition, Other School Fees and Child Care), 1982-84=100.

- D. **Facility-Related Expenses** shall mean all expenses associated with the occupancy, use, maintenance, repair and replacement of the Facility.
- E. **Fiscal Year** shall be the calendar year, unless otherwise agreed to by Bright Horizons and Client.
- F. **FTE** shall mean full time equivalent number of children.
- G. **High Speed Internet Access.** All computers in the Center will require Internet access. Initial Internet service for the Center must meet or exceed 10Mbps download and 10Mbps upload. In the event updates or upgrades to Internet access are required during the Term, the parties shall mutually agree upon specifications.
- H. **Holidays** shall mean New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
- I. **Insurance** expenses shall include the cost of general liability insurance, personal property (equipment) insurance, umbrella coverage, student accident insurance, employment practices liability insurance, and all other insurance coverages purchased in connection with the operation of Bright Horizons' business, as well as other related insurance costs, including any self-insurance, deductible amounts, or retentions. Insurance will initially be charged at a fixed rate in 2021 of \$393 per year per FTE of Capacity, subject to annual increases that reflect increased costs of Insurance.
- J. **Office Equipment** shall include a computer capable of reaching Bright Horizons cloud based center management systems via Internet Explorer, laser/inkjet printers, a check-in computer for parents and teachers, a teacher's computer and one educational computer station and at least 1 iOS based tablet for each classroom, a copy machine with scanning capabilities, a heavy duty paper shredder, and a voice messaging system. All computers in the Center will require High Speed Internet Access. The computers shall be new and meet generally available commercial specifications at the time of purchase. Monitors shall be no less than a 19" LED display. The operating system shall be Windows 10 Professional, 64-bit, with the following software at a minimum: Microsoft Office 2016 Professional, anti-virus, and PDF reader. Center computers shall be networked using Wi-Fi and Category 5 or 6 Ethernet cabling to provide coverage in all classrooms and administrative areas. Bright Horizons strongly prefers the use of its networking standards in the Center inclusive of security appliances, switches, and wireless access points, which shall be provided to Client as needed. The Bright Horizons IT Department shall purchase all computer equipment with pre-installed child care management software, subject to Section 2.6. If Bright Horizons provides and configures the computers, the hardware and all software shall be supported by Bright Horizons. If Client provides the computers, all hardware and software (except for the family management software) shall be supported by Client, and Bright Horizons will guide the Client through installation and configuration of the family management software. In the event updates or upgrades to Office Equipment are required during the Term, the parties shall mutually agree upon specifications.
- K. **Opening Date** shall mean the first day Bright Horizons provides child care services in the Center. Notwithstanding the foregoing, Bright Horizons shall not open the Center for

operation until it has received all of the licenses and approvals necessary to operate a child care program at the Center.

- L. **Other Equipment and Supply Expenses** shall mean all expenses for equipment or supplies required to operate the Center as set forth in Section 2.6 of this Agreement.
- M. **Parent Fees** shall mean Tuition, enrollment and registration fees, meal fees for breakfast and dinner and student activity fees.
- N. **Telephone Services** shall mean at least four (4) telephone lines and lines for security and fire systems.
- O. **Tuition** shall mean amount charged to parents for child care services.

IN WITNESS WHEREOF, the parties hereto duly execute this Agreement as of the day and date first above written, each by a duly authorized officer or officers.

BRIGHT HORIZONS CHILDREN'S CENTERS LLC SOUTH DAKOTA BOARD OF REGENTS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

LEASE AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2022, by and between United Retirement Center, d/b/a United Living Community, a South Dakota nonprofit corporation of 405 1st Avenue, Brookings, SD 57006 ("Lessor"), and the South Dakota Board of Regents for the benefit of South Dakota State University, a nonprofit public institution of higher education for the State of South Dakota under the control and management of the Regents and located in Brookings, South Dakota ("Lessee").

WITNESSETH

WHEREAS, Lessor is the owner of certain real estate and facility located thereupon within the corporate limits of Brookings, South Dakota;

WHEREAS, Lessor maintains a childcare center that has certain improvements originally financed through Economic Development Revenue Bond, Series 2011 issued by Brookings County on July 15, 2011, which have been paid in full, but were intended in part for the improvement of the childcare center;

WHEREAS, Lessor maintained a lease for said facility with a nonprofit corporate exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, which was dissolved on _____;

WHEREAS, Lessor desires to lease to Lessee a portion of said real estate and facility for a childcare center located thereupon hereinafter described under the terms and conditions set forth in this Agreement.

THEREFORE, in consideration of the mutual covenants, agreements and promises set forth in this Agreement, Lessor and Lessee agree as follows:

ARTICLE I.
DESCRIPTION OF PROPERTY

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, under the terms and conditions hereinafter set forth, certain real estate and facility located thereupon ("Leased Premises") situated in the City of Brookings, County of Brookings more particularly described as follows:

That portion of the United Retirement Center d/b/a United Living Community, 405 1st Avenue, Brookings, SD 57006, as described in Exhibit A, and consisting of approximately 20,800 square feet and the parking lot immediately south of the front entrance to the portion described in Exhibit A, which is incorporated herein by this reference.

ARTICLE II.
TERM

The term of this Agreement shall be for three years commencing on the ____ day of _____ 2022. This Agreement may be renewed for three (3) additional periods of three (3) years upon the written mutual agreement of the parties six (6) months prior to the expiration of the initial term.

ARTICLE III. RENT

As rent for the facility herein described, the Lessee shall pay Five Thousand Eight Hundred Dollars (\$5,800.00) per month, on or before the fifth (5th) business day of each month beginning the first month of the Term. Payments shall be made in conformity with the South Dakota Prompt Payment Act.

Lessee is a tax-exempt public entity and shall in no way be held responsible for taxes related to said real estate or facility.

ARTICLE IV. UTILITY SERVICE AND CHARGES

Lessee shall be responsible for the payment of all utilities which are separately metered to the Leased Premises. Lessee shall also be responsible for the payment of all utilities that are not separately metered but that are directly attributable to Lessee's occupancy of the Leased Premises. Lessee shall also be responsible for all insurance premiums, maintenance charges, and other costs directly attributable to the Leased Premises which are necessary for the business of Lessee. Upon written notice from Lessor of such obligations, Lessee shall promptly pay the uncontested amounts. In the case of those charges, including those direct costs previously mentioned which are costs related to the space occupied by both the Lessor and Lessee or common spaces, the costs shall be allocated to Lessee based on the ratio of square feet of the Leased Premises to the total square feet of the space occupied by Lessee to the total square feet of the entire facility, or multiple facilities if the charge is related to the entire campus of the Lessor. Notwithstanding the foregoing, Lessee shall not be liable for any indirect costs such as management or accounting fees and other indirect costs of the Landlord related to the campus.

ARTICLE V. USE OF PROPERTY

The Lessee agrees that it shall use the Leased Premises exclusively for a childcare and development center and for such other lawful purposes as may be incidental thereto. The Lessee further agrees to use due care and diligence in guarding the Leased Premises from any material injury or damage from any source and to keep the Leased Premises in a neat, clean, and respectable condition. Any change in such use may be made only with the prior written approval of Lessor. The Lessee shall refrain from making or suffering any waste on the Leased Premises and from doing any acts or taking any steps that might cause any substantial detriment to the general condition of the Leased Premises. Lessee shall conduct its business, control Lessee's official representatives, and require its contractors and subcontractors to conduct their business in a lawful and reputable way and as not to create any nuisance. Lessor and Lessee shall not use or permit the use of the Leased Premises for the use, storage, or distribution of hazardous substances or for any unlawful purposes.

ARTICLE VI. SIGNS

Lessee shall be allowed to install signs, insignia, advertisement, or notices ("Signs") on the Leased Premises at Lessee's cost. Signs to be displayed, painted or affixed by Lessee on any part of the exterior of the Leased Premises shall require the prior written consent of Lessor which consent shall not be unreasonably withheld.

ARTICLE VII.
CONSTRUCTION, IMPROVEMENTS AND MAINTENANCE

Lessee shall maintain its own custodial service within the Leased Premises. Lessor shall ensure that grounds surrounding Leased Premises are maintained and adequate waste disposal is maintained at no additional cost to Lessee. Lessor shall make a concerted effort to have first snow removal efforts of parking lot, south sidewalk, and south entrance by 6:15 am Monday through Friday. Clearing of fire exits will be addressed once emergency routes have been cleared. Lessee should open emergency doors once snow accumulates. If snow has impeded the opening of any doors, please contact Lessor. Snow removal efforts will continue throughout Lessee's hours of operation.

Lessor shall not be liable in any manner for any construction, improvements, alterations, additions, or modifications to or within the Leased Premises. The Lessee shall not construct any new buildings on the Leased Premises or alter the Leased Premises without the prior written consent of Lessor. All appurtenances, fixtures, improvements, and other property attached to or installed in the Leased Premises, whether by Lessor or Lessee or others, and whether at Lessor's expense or Lessee's expense, or the joint expense of Lessor and Lessee, shall be and remain the property of Lessor, except that any such fixtures, improvements, additions, and other property which have been installed at the sole expense of Lessee and which are removable without material damage to the Leased Premises shall be and remain the property of Lessee. If no uncured Event of Default, as such term is defined below, has occurred, Lessee may remove any such property belonging to Lessee at the end of the term hereof, and Lessee shall repair or shall pay to Lessor the cost of repairing any damage arising from such removal. Any replacements of any property of Lessor, whether made at Lessee's expense or otherwise, shall be and remain the property of Lessor.

Lessor represents and warrants that the roof of the Facility and all systems and equipment serving the Leased Premises and common areas, including but not limited to the HVAC, electrical, plumbing, utility lines, life safety, and sprinkler systems shall be in and maintained in good working order; that the Facility and its systems and equipment comply with applicable federal, state, local laws, and covenants; and that the Facility is clean, pest free, and free of obstructions. Except as otherwise set forth herein, Lessor makes no other representation or warranty regarding the condition of the Leased Premises.

Except for express responsibilities stated herein, Lessor is responsible for the maintenance and repair of every part of the Facility, its systems, the parking lot and egress areas, and any fixtures thereto, including normal wear and tear and casualty not the result of the negligence of Lessee. Said maintenance and repair must be to the standard ensuring Facility, common areas, and Leased Premises are suitable for use by Lessee, its officers, agents, employees, and invitees for the full lease term. The Lessor, shall, at the Lessor's sole cost and expense, be responsible for all costs and expenses in connection with the maintenance and repair of every part of the Facility, its systems, parking lot and egress areas, and the replacement of the HVAC, the roof, the structural elements of the walls of the building, and the foundation of the building.

Lessee shall maintain, keep in good condition and repair improvements located within the Leased Premises in the same state of repair as the Leased Premises and improvements existed at the effective date of this Lease, normal wear and tear excepted. Damage to Leased Premises caused by Lessee's occupancy shall be repaired at Lessee's cost.

At the termination of this Agreement, Lessee shall deliver the Leased Premises "broom clean" to Lessor in the same good order and condition as existed at the commencement of this Agreement, ordinary wear and tear excepted.

ARTICLE VIII. SERVICES AND STANDARDS

Lessor and Lessee agree to comply with all laws, regulations, policies, and procedures applicable to their respective responsibilities in fulfillment of this Lease. Exhibit B attached and incorporated herein by this reference sets forth detailed services and maintenance, with related standards and criteria. Additional services may be itemized and agreed by and between the Lessor and Lessee in accordance with standard purchasing processes and set forth in mutually signed writings of the parties and are subject to the terms and conditions of this Lease and the standard terms and conditions of the State of SD, for which State terms will control.

ARTICLE IX. INSURANCE POLICIES AND COVERAGE

The Lessee agrees to participate in a policy of general public liability and property coverage with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, and Lessor expressly agrees that this requirement is met in full by Lessee's participation in the Public Entity Pool for Liability. Lessor, in no event, shall be responsible for any loss, damage, or inconvenience caused solely from errors or omissions of the State, its officers, agents or employees. Lessee shall deliver to Lessor duly executed, original certificates of PEPL fund participation as evidence of in-force coverage on or before the commencement of lease.

Lessor shall maintain occurrence-based comprehensive general liability and commercial and landlord insurance in the amount of One Million Dollars (\$1,000,000) per occurrences, with such insurance including a fire and legal liability endorsement. If insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit. The insurance policies shall name Lessee, State of South Dakota, its officers and employees, as additional insureds, but liability coverage is limited to claims not barred by sovereign immunity. The Lessee, State of South Dakota, its officers, and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law. Lessor shall maintain building and contents insurance coverage for the Leased Premises and contents under a special form property coverage. The coverage shall insure buildings and contents at one hundred percent (100%) of replacement cost, subject to a Fifty Thousand Dollars (\$50,000) deductible.

ARTICLE X. FIRE AND CASUALTY

If the Leased Premises should be totally destroyed by fire, tornado, or other casualty not the fault of Lessee, or if it should be so damaged thereby that rebuilding or repairs cannot reasonably be completed within one hundred twenty (120) days after the date on which Lessor is notified by Lessee or others of such damage, at the option of Lessee, this Agreement shall terminate, and the rent shall be abated during the unexpired portion of this Agreement effective upon the date of occurrence of such damage.

If the Leased Premises should be damaged by any peril that will be wholly compensated (subject to deductibles) by the insurance maintained by Lessor, or if Lessor or Lessor's lender, in their sole discretion, so chooses notwithstanding a deficiency in such proceeds, and if rebuilding or repairs can reasonably be completed within one hundred twenty (120) days after the date on which Lessor is notified by Lessee or others of such damage, this Agreement shall not terminate, Lessor shall then proceed with reasonable diligence to rebuild and repair the Leased Premises to substantially the same condition in which it existed prior to such damage. If the Leased Premises are untenable in whole or in part during restoration, the rent payable hereunder during the period in which they are untenable shall be abated, in whole or in part based on the diminution in value of the Leased Premises as a result of the casualty, until the Leased Premises is rendered tenable.

ARTICLE XI. ENVIRONMENTAL LAWS

Environmental Laws: Lessor warrants and ensures that during the term of this Agreement, Lessor and its other Lessees shall comply with all environmental laws, ordinances, rules or regulations, and shall not permit the generation, creation, treatment, incorporation, discharge, escape, release or threat of release of any contaminant above, upon, under, within or from the Leased Premises, and shall not permit any underground storage tanks containing any contaminant to be located upon the Leased Premises. Lessee shall do the same.

Contaminants: For the purpose of this Lease, contaminants includes a "Petroleum Product" as described in SDCL § 37-2-5, asbestos, or a "regulated Substance" as described in SDCL § 34A-12-1(8) or substances regulated under and defined in the provisions of 15 U.S.C. 2601-2671 (1989) (FWCPA) or 42 U.S.C. 6901-6999(i) (1989) (RCRA) or 42 U.S.C. 9601-9675 (1989) (CERCLA) or 42 U.S.C. 7401-7642 (1989) (CAA), and any corresponding federal and state regulations promulgated under the above federal and state statutes as well as amendments, deletions or corrections to such laws, ordinances, rules or regulations and further including laws, ordinances, rules or regulations concerning substances harmful to the environment which are passed subsequent to the commencement of this Agreement and which will become effective during the term of this Agreement and until Lessee surrenders possession of the Leased Premises.

Removal of Contaminants: Lessor will, at its own expense, abate, remedy and remove any contaminant discovered on the Leased Premises which was located, generated, created, stored, treated, incorporated, discharged, disposed of, allowed to escape, released, or about to be released by Lessor.

ARTICLE XII. CONDEMNATION

If, during the Term (or extension or renewal) of this Agreement, all or a substantial part of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by private purchase in lieu thereof, or, if as a result of such taking there is no reasonable access to the Leased Premises or Lessor is unable to provide the parking as set forth in this Agreement, and the taking would prevent or materially interfere, in Lessee's judgment, with the then current use of the Leased Premises or, in Lessor's judgment, would materially impair Lessor's operation of the Leased Premises, then this Agreement shall terminate upon written notice from Lessee, and the rent shall be abated during the unexpired portion of this Agreement effective on the date physical possession is taken by the condemning authority.

ARTICLE XIII. INDEMNIFICATION

Lessor agrees to hold harmless and indemnify the Lessee, the State of South Dakota, the South Dakota Board of Regents, South Dakota State University, their officers, agents or employees from and against any and all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief that may arise at least in part as a result of an act or omission in performing services under this Agreement. Lessor shall defend the State of South Dakota, its officers, agents, and employees against any claim, including any claim, action, suit, or other proceeding related to the claim. Lessor's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of South Dakota, its officers, agents, and employees, Lessor shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of Lessor, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist Lessor in the defense. This section does not require Lessor to be responsible for or defend against claims or proceedings for

damages, liabilities, losses or equitable relief arising solely from errors or omissions of the State, its officers, agents or employees. The parties understand and agree that as set forth in SDCL 3-21-13, no hold harmless or defense (hereafter, "indemnification") provision by the State, its officers, agents, or employees, is enforceable against them except to the extent that liability coverage is provided pursuant to SDCL 3-22-1 and funds are specifically appropriated by the Legislature and available to provide for the indemnification, or the Legislature has expressly authorized the indemnification.

ARTICLE XIV. ASSIGNMENT OR SUBLETTING

The Lessee shall not assign this Agreement or sublease the Leased Premises without the prior written consent of Lessor. Lessor expressly consents to Lessee subcontracting management and operations of childcare center and all supporting services within the Leased Premises without necessity of further consent.

ARTICLE XV. EMINENT DOMAIN

In the event any portion of the Leased Premises is taken from Lessor under eminent domain proceedings, the Lessee shall have no right, title, or interest in any award for such taking, except for any separate award for equipment and improvements installed by the Lessee. Rent shall be abated during the unexpired portion of the Agreement on the date physical possession is taken. The Lessee shall be free to pursue any remedy available against the taking authority, or Lessor if applicable, for any damage caused to the Lessee.

ARTICLE XVI. LESSOR ACCESS

Lessor shall have access to the Leased Premises at all reasonable times to view, examine and for all such purposes as may be necessary, to perform and assure the performance of this Agreement. Lessor acknowledges that Lessee is operating a childcare center and that the Leased Premises and all documents, files, and information, including medical records of its clients (collectively, "Records") must be maintained and secured in accordance with certain state and federal laws. Lessor agrees to abide by the applicable laws and the requests, policies, and procedures of Lessee to safeguard such Leased Premises and Records. This section survives expiration or sooner termination of the Agreement.

ARTICLE XVII. PEACEFUL AND QUIET ENJOYMENT

Lessor warrants that it has full right to execute and to perform this Agreement and agrees that the Lessee, upon compliance with the terms and conditions of this Agreement, peacefully and quietly shall have, hold, and enjoy the Leased Premises for the term of this Agreement.

Lessor shall have the right to enter the Leased Premises to inspect the same or for determining if any event of default under this Agreement has occurred, provided that such entry shall not unreasonably interfere with Lessee's rights under this Lease. Lessor will notify Lessee before entry when such entry is required.

ARTICLE XVIII. TERMINATION BY LESSEE AND DEFAULT

This Lease depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds restrictions, this Lease will be terminated by Lessee. Termination for any of these reasons is not default or beach by the Lessee nor does it give rise to a claim against Lessee, its officers, governed entity, or employees.

In the event the Lessee fails to keep and perform any of the other terms and conditions of this Agreement, time being of the essence, Lessor shall notify the Lessee in writing of such default and the nature thereof. Unless such default is corrected by the Lessee within thirty (30) days after the Lessee receives such notice, this Agreement, at the option of Lessor, shall terminate. In the event of such termination, Lessor may resort to any and all legal remedies that Lessor may desire to assert, including without limitation the following:

1. Retain or take any property on the Leased Premises pursuant to a Lessor's lien;
2. Enter the Leased Premises and remove all persons and property therefrom;
3. Declare this Agreement at an end and terminated;
4. Sue for the rent due and to become due under this Agreement and for any damages sustained by Lessor; and
5. Continue this Agreement in effect and relet the Leased Premises on such terms and conditions as Lessor may deem reasonable, and Lessee shall be liable for the monthly rental, less the rental received from any such reletting, if any.

ARTICLE XIX. WAIVER OF DEFAULT OR REMEDY

Failure of Lessor to declare a default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not be a waiver of the default. Lessor shall have the right to declare the default at any time and take such action as is lawful or authorized under this Agreement. Failure by Lessee to enforce one or more of its remedies upon an event of default shall not be construed as a waiver of the default or of any other violation or breach of any of the terms contained in this Agreement.

Any duty, obligation, or debt and any right or remedy arising hereunder and not otherwise consummated and/or extinguished by the express terms hereof at or as of the time of termination of this Agreement, whether at the end of the term hereof or otherwise, shall survive such termination as continuing duties, obligations, and debts of the obligated party to the other or continuing rights and remedies of the benefited party against the other.

Time is to be of the essence of this Agreement and of each and every covenant, term, condition and provision hereof.

ARTICLE XX. DEFAULT BY LESSOR

Lessor shall not be in default, and Lessee shall have no right to any remedy at law or in equity, unless the act, omission, or condition allegedly giving rise to such default shall have continued uncured or unabated for a period of thirty (30) days following written notice to Lessor or, if such cure or abatement cannot be accomplished within said 30-day period, then, so long as Lessor or Mortgage holder has commenced such cure or abatement within such 30-day period and diligently pursues same, such period shall be extended a reasonable time to allow completion of the cure or abatement provided that the rent shall be proportionately abated until such default is cured. The rights conferred herein are cumulative and are not in lieu of other rights which the Lessee may have at law or in equity for defaults by the Lessor. Moreover, if the Lessor defaults in the observance or performance of any term or covenant requiring to be performed by the Lessor under the Agreement, Lessee after not less than ten (10) days prior written notice to Lessor may, but shall not be obligated to, remedy such default and in connection therewith may pay or incur reasonable expenses. Notwithstanding the foregoing, Lessee shall not have such right in the event Lessor takes action to cure the default pursuant to this section and diligently cures such default to completion. Lessee shall have the right to remedy any default of an emergency nature in the event Lessor fails to commence curing any default created under an emergency situation promptly upon being given notice which is reasonable under the circumstances, and Lessee shall have the right to remedy such a

default without notice (if the giving of notice is not reasonably practical) in the event of an emergency. All sums expended or obligations incurred by Lessee in connection with all of the foregoing shall be paid by Lessor to Lessee upon demand, and if Lessor fails to reimburse Lessee, Lessee may, in addition to any other right or remedy that Lessee may have, deduct such amount from subsequent installments of rent hereunder, which from time to time thereafter become due to Lessor.

ARTICLE XXI. SURRENDER

The Lessee agrees that it will, at the expiration or termination of this Agreement, quietly yield and surrender the Leased Premises to Lessor in as good a condition and repair as when taken, reasonable wear and tear and damage by the elements along excepted.

ARTICLE XXII. HOLDING OVER

At the termination of this Agreement by lapse of time or otherwise, if Lessee holds over and if the parties do not otherwise agree, the hold over tenancy shall be from month to month, subject to termination by Lessor at any time upon not less than one (1) month advance written notice. Further, all of the terms and provisions of this Agreement shall be applicable during the hold over period. No holding over by Lessee, whether with or without consent of Lessor, shall operate to extend this Agreement except as otherwise expressly agreed by the parties.

ARTICLE XXIII. LIENS/MORTGAGES/TITLE

Lessor shall maintain good and clear title to the Leased Premises at all times during this Agreement and shall not cause or bring any action in bankruptcy affecting said premises. The Lessee shall not permit the Leased Premises to be subject to any liens or other encumbrances whatsoever on the Leased Premises made by the Lessee. Lessee accepts this Agreement subject and subordinate to any previously recorded Mortgage presently existing with respect to the Leased Premises.

ARTICLE XXIV. LESSOR APPROVALS

Notwithstanding anything to the contrary contained in the Agreement, it is specifically understood and agreed that as regards any approvals or matters to be performed to the satisfaction of Lessor, Lessor shall not unreasonably withhold or delay its approval or indication of satisfaction and shall approve or be satisfied as to any matter so long as any deviation from the requirements of Lessor are of a minor or insubstantial nature such that Lessor will realize substantially the benefits to which it is entitled.

ARTICLE XXV. FORCE MAJEURE

Whenever a period of time is herein provided for either party to do or perform any act or thing, that party shall not be liable or responsible for any delays, and applicable periods for performance shall be extended accordingly due to strikes, lockouts, riots, acts of God, shortages of labor or materials, national emergency, pandemic or outbreak of disease, acts of a public enemy, governmental restrictions, laws or regulations, or any other cause or causes, whether similar or dissimilar to those enumerated, beyond its reasonable control. The provisions of this Section shall not operate to excuse Lessee from prompt payment of rent or other monetary payments required by the terms of this Agreement.

ARTICLE XXVI.
NOTICES

Any notices or demands to be given hereunder shall be effective on personal delivery on when sent, if given in writing, via certified U.S. mail, return receipt requested, to the party to be notified.

To Lessor:

To Lessee:

United Living Community

South Dakota State University

ARTICLE XXVIII.
BINDING EFFECT AND RELATIONSHIP

This Agreement shall be binding upon the parties hereto and their respective successors, representatives and assigns. This Lease is not intended to and does not in any way or for any purpose create a partnership, joint venture, or similar relationship between the parties.

ARTICLE XXIX.
GOVERNING LAW

This Agreement shall be deemed to have been entered into in the State of South Dakota and all duties, obligations and rights thereunder shall be governed by the laws of the State of South Dakota. Any suit brought on this Agreement shall be venued in the Third Judicial Circuit, Brookings County, South Dakota.

ARTICLE XXX.
NON-DISCRIMINATION

The parties agree not to discriminate or harass individuals on the basis of sex, race, color, creed, national origin, ancestry, citizenship, gender, gender identification, transgender, sexual orientation, religion, age, disability, genetic information, or U.S. veteran status, or any other status that may become protected under U.S. and South Dakota law against discrimination.

ARTICLE XXXI.
COMPLETE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and it may not be amended, modified or altered without the written consent of both parties. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable there be added as a part of this Agreement a clause as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

ARTICLE XXXII.
JOINT PREPARATION

This Agreement shall be deemed to have been jointly prepared by the parties hereto and any uncertainty or ambiguity shall not be interpreted more strongly against either of the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement on the day and year first written above.

LESSOR:

LESSEE:

UNITED RETIREMENT CENTER
dba UNITED LIVING COMMUNITY

SOUTH DAKOTA BOARD OF REGENTS

By: _____

By: _____

Its: Administrator

Its: _____

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
COUNTY OF _____

I, _____, a Notary Public in and for said County and State, do hereby certify that _____, of the United Retirement Center d/b/a United Living Community, to be the person whose name is subscribed to the within instrument, and personally came before me this day and acknowledged that he/she is _____ of the United Living Community, and that by authority duly given and as the act and deed of said entity.

IN WITNESS HEREOF, I have hereunto set my hand and official Notarial Seal, this the _____ day of _____, 20____.

Notary Public: _____

[SEAL]

My Commission Expires: _____

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
COUNTY OF _____

I, _____, a Notary Public in and for said County and State, do hereby certify that _____, of the South Dakota Board of Regents, to be the person whose name is subscribed to the within instrument, and personally came before me this day and acknowledged that he/she is President of the South Dakota Board of Regents, and that by authority duly given and as the act and deed of said entity.

IN WITNESS HEREOF, I have hereunto set my hand and official Notarial Seal, this the _____ day of _____, 20____.

Notary Public: _____

[SEAL]

My Commission Expires: _____

Exhibit A
Leased Premises

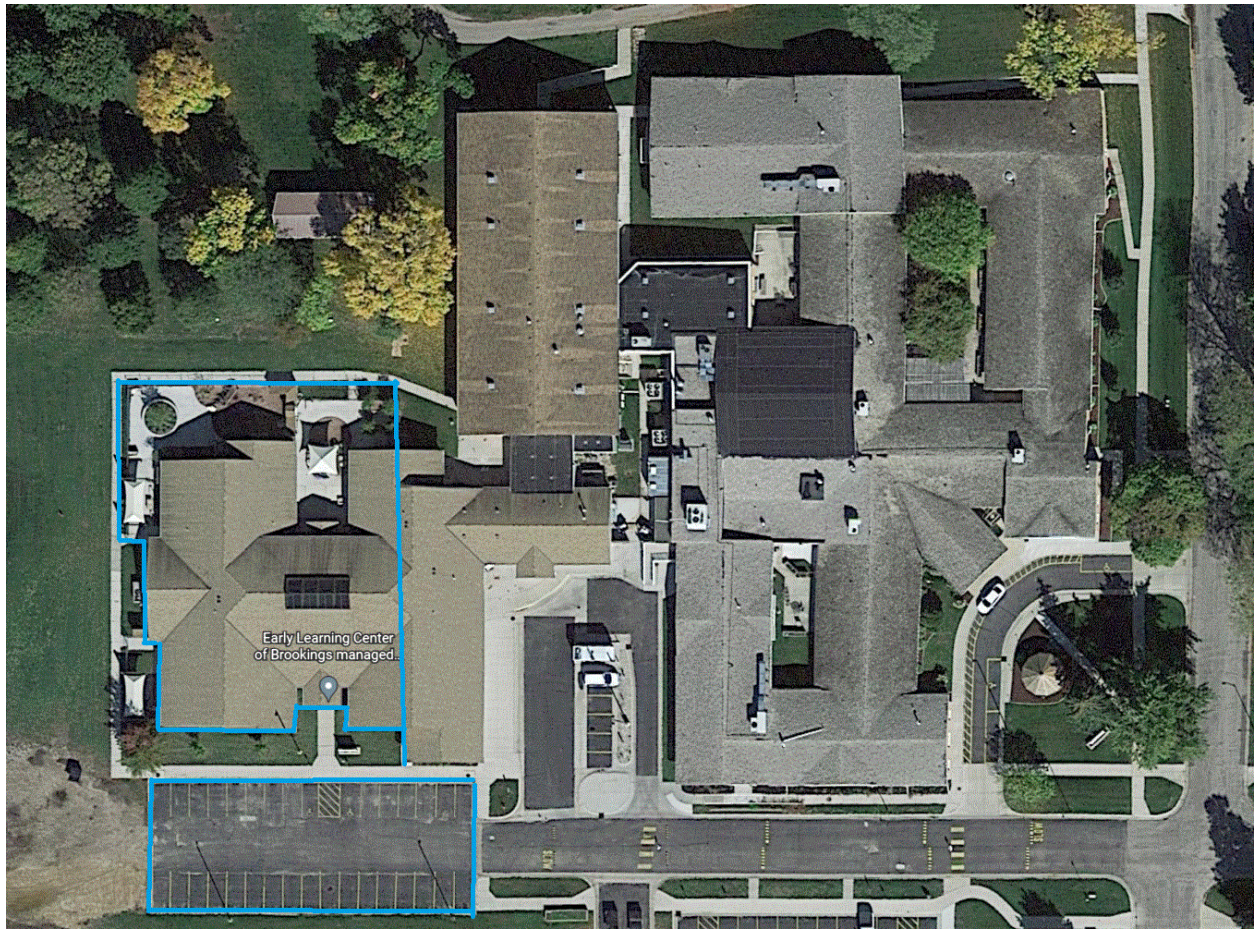


Exhibit B
Facility Operations and Maintenance

Staffing

A. LESSOR shall insure adequate staffing of the facilities with qualified and properly certified personnel. LESSOR shall provide a staffing roster, which contains LESSOR personnel titles, areas approved to support, normal working schedule and after hours contact information.

B. LESSOR staff shall be available as necessary, and as required by any regulating authorities, for compliance with regulated operations.

Training and Safety

A. LESSOR shall conduct on-going training of Bright Horizons and SDSU personnel on HVAC, Fire & Safety, and location of utilities disconnects.

System and Equipment Operation

A. LESSOR shall operate the Facilities' equipment and systems pursuant to the applicable recommendations of the manufacturers and designers of such equipment and systems.

B. LESSOR shall take commercially appropriate measures to maintain warranty rights, including conducting scheduled maintenance and keeping standard records.

Periodic Inspections, Testing and Monitoring

A. LESSOR shall inspect and monitor the performance and condition of the facilities on a regular basis, to include the following.

- Fire Panel Inspection
- Air Handlers inspection
- A/C and Heating systems inspection
- Boiler inspection
- Fire sprinkler inspection
- Sprinkler testing
- Changing of filters
- Fire Extinguisher monthly check
- Security lighting monthly check
- Magnetic Fire Doors monthly check
- Generator testing
- GFCI outlet monthly testing
- Other items as required

B. LESSOR shall coordinate between Bright Horizons and the Police\Fire Departments during fire and tornado drills.

Records and Reporting

A. LESSOR shall maintain all records and provide all reports required by Laws and Regulations or this Agreement in a timely manner.

B. LESSOR shall prepare and submit to SDSU for review, a bi-annual report regarding the performance, condition, associated inspections and status of the above items listed in Periodic Inspections, Testing and Monitoring above.

Preventive and Corrective Maintenance

- A. LESSOR shall provide management and oversight to ensure that the required maintenance and replacement is done as required by regulating authorities and manufacturer's warranty of the facility's equipment and systems.
- B. LESSOR shall be the point of contact for Preventative Maintenance contracts.
- C. LESSOR shall maintain records of all maintenance of facility, equipment, and systems.
- D. LESSOR shall make any reports of maintenance required by regulating authorities.
- F. LESSOR shall provide annual external window cleaning and install canopy covers annually no later than May 1 and take down by October 1.
- G. LESSOR shall provide filters, softener salt, and diesel fuel.

Waste Removal

- A. LESSOR shall insure proper disposal of all materials related to work being done by LESSOR personnel in accordance with Laws and Regulations.

South Dakota State University Brookings, SD 57007	Consultant <input type="checkbox"/> or Services <input checked="" type="checkbox"/> Contract	Contract Number
BETWEEN: United Living Center 405 1st Ave, Brookings, SD 57006 Hereinafter referred to as "Contractor"		AND South Dakota State University Business Services Hereinafter referred to as "State"
Services shall commence on: Services shall terminate on:		Contractor's Banner ID Number (Axxxxxxx) (Do not use SSN)
Has the Contractor ever been an employee of the State of South Dakota? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If "yes," please contact Accounts Payable before proceeding)		
Will Contractor use state facilities, equipment, or supplies? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If "yes," specify the conditions under which it will be used.)		
Services to be provided by Contractor: (Use additional sheet if more space is needed) United Living Center will provide facilities management and dietary support and procurement for the Bright Horizons childcare center. Please see attached for scope of work. Facilities Management at \$29.36/hr plus actual materials and outside services. Dietary support and procurement at \$29.36/hr plus actual food costs		
The State will make payment for services upon satisfactory completion of services in the amount not to exceed\$ _____ Will the State pay expenses as a separate item? Yes <input type="checkbox"/> No <input type="checkbox"/> If "yes" is checked, expenses must be within state rates and receipts will be required. Total amount for such expenses will not exceed\$ _____ TOTAL CONTRACT WILL NOT EXCEED.....\$ _____		
The State agrees to: (Outline <u>special</u> provisions to be performed by the State. Use additional sheet if more space is needed.)		
<p>A. COMPLETE AGREEMENT PROVISION: This contract (hereinafter "Agreement") contains the entire agreement between the parties, and is subject to and will be construed under the laws of the State of South Dakota. It is expressly agreed by the parties that in the event of conflict in terms between this document and any attachments or incorporated documents, the terms of this Agreement shall prevail. The parties expressly agree that no effect shall be given to any terms or conditions of any EULA, click-through, click wrap, browse wrap or similar agreements regardless of title, purchase orders, or other documents of Contractor, or Contractor's agents, employees, or contractors, and the State expressly revokes all such terms and conditions.</p> <p>B. AMENDMENT PROVISION: This Agreement may be amended or supplemented only in writing signed by both properly authorized representatives of each of the parties hereto.</p> <p>C. TERMINATION PROVISION: This Agreement can be terminated upon thirty (30) days written notice by either party and may be terminated for cause by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. If after the State terminates for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement.</p> <p>D. FORCE MAJEURE: Should the performance of any State covenants in this Agreement be prevented by any cause beyond the reasonable control of State, including an Act of God, nature, war, riots or manifestation of civil disorder, fire, accident, vandalism, technical or mechanical difficulties including loss of utilities, pandemic or outbreak of disease, strikes, official acts of the State of South Dakota, the South Dakota Board of Regents, or State, or other legitimate cause beyond the control of State, State shall be authorized to cancel this Agreement, be relieved of its obligations under this Agreement, and not be liable for any damages/claims related to or arising out of this Agreement.</p> <p>E. INSURANCE PROVISION: Contractor agrees, at all times during the term of this Agreement, at its sole cost and expense, to maintain in force insurance coverage of the types and with the limits as follows:</p> <p>■ MINIMUM INSURANCE QUALIFICATIONS:</p> <ul style="list-style-type: none"> • COMMERCIAL GENERAL LIABILITY INSURANCE: Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than <u>\$1,000,000</u> for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall include South Dakota State employees as additional insureds in the event a claim, lawsuit, or other proceeding is filed against a State employee as a result of the services provided pursuant to this Agreement. • PROFESSIONAL LIABILITY INSURANCE OR MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE: Contractor agrees to procure and maintain Professional Liability Insurance or miscellaneous Professional Liability Insurance with a limit not less than <u>\$1,000,000</u>. Malpractice Insurance with a limit not less than <u>\$5,000,000</u>. • BUSINESS AUTOMOBILE LIABILITY INSURANCE: Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than <u>\$1,000,000</u> for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. • WORKER'S COMPENSATION INSURANCE: Contractor shall procure and maintain worker's compensation and employer's liability insurance as required by South Dakota law. <p>F. INSURANCE VERIFICATION PROVISION: If requested by the State, before beginning work under this Agreement, Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the State.</p> <p>G. DEBARMENT, SUSPENSION AND INELIGIBILITY PROVISION: The Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal, state or local government.</p> <p>H. NON-DISCRIMINATION PROVISION: The parties agree not to discriminate or harass individuals on the basis of sex, race, color, creed, national origin, ancestry, citizenship, gender, gender identification, transgender, sexual orientation, religion, age, disability, genetic information, U.S. veteran status, or any other status that may become protected under U.S. and South Dakota law against discrimination.</p>		

- I. **HOLD HARMLESS AND INDEMNIFICATION PROVISION:** The Contractor agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers or employees. The parties understand and agree that as set forth in SDCL 3-21-13, no hold harmless or defense (hereafter, "indemnification") provision by the State, its officers, agents, or employees, is enforceable against them except to the extent that liability coverage is provided pursuant to SDCL 3-22-1, and funds are specifically appropriated by the Legislature and available to provide for the indemnification, or the Legislature has expressly authorized the indemnification in statute.
- J. **OWNERSHIP PROVISION:** All reports, recommendations, documents, drawings, plans, specifications, technical data and information, copyrights, patents, licenses, or other products produced as a result of services rendered under this Agreement will become the sole property of the State. The State hereby grants the Contractor the unrestricted right to retain copies of and use these materials and the information contained therein in the normal course of the Contractor's business for any lawful purpose. Either the originals, or reproducible copies satisfactory to the State, of all technical data, evaluations, reports and other work product of the Contractor shall be delivered to the State upon completion or termination of services under this Agreement.
- K. **SEVERABILITY PROVISION:** In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
- L. **SUPERSESSON PROVISION:** All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire Agreement with respect to the subject matter hereof.
- M. **NOTICE PROVISION:** Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to South Dakota State University on behalf of the State, and by the Contractor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party. Notices from the State will be provided in English, and any interpretation or translation is the responsibility of the Contractor. The parties agree that in the event of any discrepancy between the English version and the non-English version of any notices, communications, or terms of this Agreement, the English version shall prevail.
- N. **ASSIGNMENT PROVISION:** This agreement may not be assigned without the express prior written consent of the State.
- O. **RECORDS INSPECTION AND RETENTION PROVISION:** The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement. The contractor will retain all books and records related to the services performed for a period of not less than the greater of any applicable federal law retention requirement or three years following termination of this Agreement.
- P. **INDEPENDENT CONTRACTOR PROVISION:** While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.
- Q. **REPORTING PROVISION:** Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery. Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to the report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.
- R. **EXPORT CONTROLS PROVISION:** Contractor understands that the State's right to furnish US information or technology, or the direct product thereof, is subject to the continuing approval of US Governmental authorities. Contractor acknowledges that it is familiar with U.S. laws and regulations concerning the export or re-export of U.S. information and technology, or the direct product thereof, to unauthorized destinations and persons and Contractor agrees to abide by all such regulations in respect of all information or technology supplied by State under this Agreement. Contractor further agrees not to export, directly or indirectly, the State's technology or information to any restricted or prohibited destination under applicable U.S. regulations unless a request to do so has been submitted by State and until such request is approved in writing by the appropriate U.S. Government Agency.
- S. **CONTROLLING LAW PROVISION:** This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- T. **ANTI-KICKBACK PROVISION:** By agreeing to this binding Agreement, the parties certify that they have not paid kickbacks directly or indirectly to anyone for the purpose of obtaining this Agreement and agree to cooperate fully with any U.S. agency investigating a possible violation of anti-kickback laws. Furthermore, the Contractor recognizes their duties under the U.S. Foreign Corrupt Practices Act, which makes it unlawful for certain persons and entities to make payments to foreign government officials and agrees to comply with all such provisions.
- U. **COMPLIANCE PROVISION:** The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on them.
- V. **FUNDING OUT PROVISION:** This agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds restrictions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
- W. **SUBCONTRACTOR PROVISION:** Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the State. Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. Contractor will cause its subcontractors, agents, and employees to comply with federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure compliance.

This agreement made and entered into as of the final date written below. The parties signify agreement by signature.

_____ *Contractor's signature / Contractor's Printed Name	_____ Date	_____ *Department Head/Director signature	_____ Date
_____ *Dean/Vice President signature	_____ Date	_____ *Authorized Agent signature	_____ Date

CODING: _____ _____ _____ _____ _____ _____
 Index Code Account Code Amount Index Code Account Code Amount

Negotiator or individual who can provide additional information regarding this contract: Name: _____ Phone Number: _____

This section to be completed by authorized agent

____ This agreement becomes effective only upon the approval of the Board of Regents

____ This agreement becomes effective upon the execution by the authorized agent of South Dakota State University

SCOPE OF WORK**FACILITIES MANAGEMENT**

A. ULC will plan, propose, design, and manage bidding and construction of new projects that expand, upgrade, or rehabilitate the facility.

B. SDSU will review basis of all new projects and allocated funding through the South Dakota State University Office of Business Services as appropriate.

ULC shall have all third-party providers who provide any of the foregoing services to invoice direct to SDSU for costs up to \$5,000. ULC shall use efforts like the efforts it uses to negotiate these services as if it were for their own account.

DIETARY SUPPORT AND PROCUREMENT

- A. ULC shall provide menus in 5 a week cycle. Cycles will provide 2 seasonal rotations (Fall/Winter and Spring/Summer). Menus will be reviewed in partnership with Bright Horizons prior to the seasonal updates.
- B. ULC shall provide breakfast, lunch and an afternoon snack per specified menus with the understanding that the menu pattern will be coordinated with the food selection in meals provided to ULC's long term care program.
- C. ULC shall provide nutrition Monday through Friday at per-determined, agreed upon scheduled time as listed: Breakfast 8:00-8:30 am; Lunch 11:00-11:30 am; Snack 2:00-2:30 pm.
- D. ULC shall meet all CACFP requirements including serving size guidelines per CACFP Child Care Meal Patterns and Infant Meal Patterns for Children on Table Foods. This agreement will exclude ULC from providing infant formula; iron fortified infant cereal or equivalent.
- E. ULC shall follow Food Service Code mandated by the state of South Dakota Department of Health and Federal Government.
- F. ULC shall be responsible for delivery of serving and dining ware and all food and beverage to the Bright Horizons classrooms. This excludes dining table set up within classrooms. Bright Horizons is to provide serving bowls for family style dining, child size dishes, glasses, dining ware, serving utensils and fluid pitchers.
- G. Bright Horizons shall delivery meal count requisitions to the ULC Nutrition Service Care Attendant by Thursday of the week prior for the following week's counts. Requisition will detail count per classroom, including infants on table foods and special diet requirements. Special diets will be provided only as specified by Bright Horizons Nutrition Policies and Procedures. Special diets include those Bright Horizons has received diagnosed food allergy care plans and/or prescribed food intolerance. Meal substitutions for food preferences will be provided a substitute as able.

The foregoing list may be amended based on the requirements of Bright Horizons and SDSU at any time, subject to any change in price as necessary to compensate ULC for any out-of-pocket costs.

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 6 – C
DATE: October 5-6, 2022

SUBJECT

Dakota State University Applied Research Corporation (DSU-ARC)

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL ch 5-29](#) – Research Parks

[SDCL ch 47-22](#) – Nonprofit Corporations – Formation and General Powers

BACKGROUND / DISCUSSION

SDCL chapter 5-29 provides the Board with express, comprehensive authority to create research parks and to provide for their governance and operation. In particular, SDCL § 5-29-16 authorizes the Board to form nonprofit research park corporations, “separate and apart from the state, to construct, finance, develop, maintain, and operate research parks,” and SDCL § 5-29-17 stipulates that each research park corporation formed by the Board pursuant to § 5-29-16 “be governed by, and all of the corporation's functions, powers, and duties shall be exercised by, a board appointed by the Board of Regents” and have the Board of Regents as its sole member.”

Dakota State University requests that the Board authorize the formation of a nonprofit corporation (DSU-ARC) pursuant to its authority under SDCL chapter 5-29, and consistent with the Articles of Incorporation set forth in Attachment I, and the By-Laws set forth in Attachment II.

IMPACT AND RECOMMENDATION

DSU-ARC will operate the DSU Applied Research Laboratory in Sioux Falls authorized by SB130 from the 2022 Legislative Session and conduct related cyber activities.

Staff recommends approval.

ATTACHMENTS

Attachment I – Articles of Incorporation of DSU-ARC

Attachment II – DSU-ARC Bylaws

DRAFT MOTION 20221005_6-C:

I move to authorize the incorporation of DSU-ARC by filing the Articles of Incorporation in substantially similar form to those set forth in Attachment I, to adopt the by-laws for the corporation in substantially similar form to those set forth in Attachment II and begin the process of developing the structure and activities necessary to support the purpose of this corporation.

ARTICLES OF INCORPORATION OF DSU-ARC

We, the undersigned, of full age, for the purpose of forming a corporation under and pursuant to SDCL 5-29 and the provisions of the South Dakota Nonprofit Corporation Act, South Dakota Codified Laws, Chapters 47-22 to 47-28, inclusive, and the laws amendatory thereof and supplementary thereto, do hereby associate ourselves as a body corporate and adopt the following Articles of Incorporation.

ARTICLE I

The name of this corporation shall be DSU Applied Research Corporation (DSU-ARC).

ARTICLE II

This corporation is formed exclusively for the purpose of developing, maintaining, and operating economic development initiatives that support the teaching, research, or service mission of Dakota State University by expanding opportunities for the conduct of applied cyber research and related public service or activities of the nature enumerated in SDCL § 5-29-2(3), in furtherance thereby of the objectives stated in § 5-29-1, and all acts incident to or necessary for the accomplishment of the aforesaid purposes and do any and all acts incidental to the transaction of the business of this corporation or expedient for the attainment of the purposes stated herein.

Within the framework of these purposes, this corporation is organized and shall be operated exclusively to engage in, advance, promote, and administer charitable, educational, and scientific activities and projects of every kind and nature whatsoever in its own behalf or as the agent, trustee, or representative of others; to connect core university activities with private sector resources and companies, to grow university research capacity, resources and talent, to facilitate physical infrastructure necessary to support creation and attraction of research and innovation based businesses, and to aid, assist, and contribute to the support of corporations, associations, and institutions which are operated exclusively for such purposes and which are described in Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding section of future tax code. For

those purposes and not otherwise, this corporation shall have only such powers as are required by and are consistent with the foregoing purposes, including the power to acquire and receive funds and property of every kind and nature whatsoever, whether by purchase, conveyance, lease, gift, grant, bequest, legacy, devise, or otherwise, and to own, hold, expend, make gifts, grants, and contributions of, and to convey, transfer, and dispose of any funds and property and the income therefrom for the furtherance of the purposes of this corporation hereinabove set forth, of any of them, and to lease, mortgage, encumber, and use the same, and such powers which are consistent with the foregoing purposes and which are afforded to this corporation by the South Dakota Nonprofit Corporation Act, and by any future laws amendatory thereof and supplementary thereto. Provided, however, that all such powers of the corporation shall be exercised only so that this corporation's operations shall be exclusively within the contemplation of Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding section of future tax code.

ARTICLE III

No part of the net income or net earnings of this corporation shall inure to the benefit of any director, or individual, and no substantial part of its activities shall consist of carrying on propaganda or otherwise attempting to influence legislation. This corporation shall not participate in or intervene (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

All references in these Articles of Incorporation to Sections of the Internal Revenue Code include any provisions thereof adopted by future amendments thereto and any cognate provisions in future internal revenue codes to the extent such provisions are applicable to this corporation.

ARTICLE IV

The period of duration of corporation existence of this corporation shall be perpetual.

ARTICLE V

The initial registered office of this corporation is c/o President's Office, Dakota State University, 820 N. Washington Ave., Madison, South Dakota, 57042-1799. The name of this corporation's initial registered agent at such address is José-Marie Griffiths, who by her signature as an incorporator, consents to serve as registered agent.

ARTICLE VI

The name and address of each incorporator is:

<u>Name</u>	<u>Post Office Address</u>
José-Marie Griffiths	820 N. Washington Ave. Madison, SD 57042
Nathan Lukkes	306 E. Capitol Ave., Ste 200 Pierre, SD 57532

ARTICLE VII

The operation of this Corporation shall be governed by its Board of Directors. The number of directors constituting the initial Board is five (5). The names and addresses of the persons who are to serve as such directors until the first annual meeting of the Member or until their successors are appointed and shall qualify, are:

<u>Name</u>	<u>Post Office Address</u>
José-Marie Griffiths	820 N. Washington Ave. Madison, SD 57042
Nathan Lukkes	306 E. Capitol Ave., Ste 200 Pierre, SD 57532
Miles Beacom	48027 Riverside Place Sioux Falls, SD 57108
Andrea Thompson	416 Oronoco St. Alexandria, VA 22314
Sara Venhuizen	119 W. Carmel Lane Sioux Falls, SD 57108

ARTICLE VIII

The By-Laws of the corporation shall hereafter determine the number of directors of the corporation, subject to the approval of the Member. The Directors shall be appointed at the annual meeting by the Member. Directors of this corporation shall not be personally liable for the payment of any debts or obligations of this corporation of any nature whatsoever, nor shall any of the property of the directors be subject to the payment of the debts or obligations of this corporation to any extent whatsoever. Time and place of the meetings of the Board of Directors and such other regulations with respect to them as are not inconsistent with the provisions of these Articles of Incorporation, shall be specified, from time to time, in the By-Laws of this corporation.

ARTICLE IX

This corporation shall have no capital stock and there shall be one Member with voting rights of this corporation, the South Dakota Board of Regents.

ARTICLE X

These Articles of Incorporation may be amended from time to time in the manner prescribed by law, but no such amendment shall change the purpose of the corporation, the provisions of Article VII, Article VIII, Article IX or Article XI, hereof, without the consent of the Member.

ARTICLE XI

This corporation may be dissolved in accordance with the laws of the State of South Dakota. Upon dissolution of this corporation any surplus property remaining after the payment of its debts shall be disposed of by transfer to one or more of the institutions governed by the Member in support of their educational and research activities, in such proportions as the Board of Directors of this corporation shall determine, subject to the approval of the Member. If the Member has no state or local governmental institutions remaining at the time of dissolution, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue

Code of 1986, or corresponding section of future tax code, at the time of transfer, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

Notwithstanding any provision herein to the contrary, nothing herein shall be construed to affect the disposition of property and assets held by this corporation upon trust or other condition, or subject to any executory or special limitation, and such property, upon dissolution of this corporation, shall be transferred in accordance with the trust, condition or limitation imposed with respect to it.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of October 2022.

José-Marie Griffiths

Nathan Lukkes

STATE OF SOUTH DAKOTA)

: ss

COUNTY OF _____)

On this ____ day of October 2022, before me, the undersigned officer, personally appeared José-Marie Griffiths, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[SEAL]

My Commission Expires: _____

Notary Public - State of South Dakota

STATE OF SOUTH DAKOTA)
 : ss
COUNTY OF _____)

On this ____ day of October 2022, before me, the undersigned officer, personally appeared Nathan Lukkes, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[SEAL] _____

My Commission Expires: _____ Notary Public - State of South Dakota

**BYLAWS
OF
DSU Applied Research Corporation (DSU-ARC)**

ARTICLE I

Location

The principal office of this corporation, at which the general business of this corporation shall be transacted and where the record of this corporation shall be kept, shall be at _____.

ARTICLE II

Purpose

The primary purpose of the Corporation is to conduct applied/problem-driven cybersecurity research to assist public and private national security partners in support of the overall cybersecurity needs of the United States. The Corporation may also conduct applied cyber research, support related public service activities, and/or provide space for related or complementary cyber activities, particularly in the industries of agriculture, health care, and finance.

ARTICLE III

Members and Annual Meeting

As provided in the Articles of Incorporation, this corporation has one member with voting rights, the South Dakota Board of Regents, which shall hold its annual meeting of the Member pursuant to SDCL 47-23-4 immediately following the first regularly scheduled meeting of the South Dakota Board of Regents in each calendar year, or at such other time and place as may be designated from time to time by the member.

ARTICLE IV

Directors

The Board of Directors shall consist of five (5) to nine (9) members, all of whom shall be US Citizens. The President of Dakota State University shall serve as an ex officio, voting member of the Board of Directors. A simple majority of the Board of Directors, including the Chair and President/CEO, shall hold and maintain active security clearances issued by a US Governmental entity at or above the minimum level required for Board Members of entities maintaining a Facilities Clearance License (FCL) for government applied research contracts.

The Member of the Corporation may also designate other ex officio participants without voting rights as needed to effectively engage with relevant stakeholders. Non-voting ex officio participants are not members of the Board of Directors. The initial Board of Directors shall be the initial five Directors set forth in the Articles of Incorporation and such additional directors appointed by the Member from the slate of nominees submitted by the President of DSU, which may be supplemented by the Member. These Directors shall serve a one-year term as the Board of Directors.

Thereafter, all Directors shall be appointed by the Member at the annual meeting of the Member from a slate of nominees submitted by the current Board of Directors directly or through a nominating committee under Article VI, Section 1, which may be supplemented by the Member.

Each Director shall hold office until a successor has been selected and qualified at the next regular annual meeting of the Board of Directors following the expiration of his or her term, unless such Director sooner dies, resigns, or is removed from the Board of Directors. After the initial one-year term for all directors, as close to as possible equal proportions of Directors shall be appointed to a one (1) year term; a two (2) year term and a three (3) year term, so that there are staggered terms.

Thereafter, each Director shall serve a three (3) year term. The Member shall approve selections of the remaining Directors to fill vacancies as they arise upon death, resignation, removal, or expiration of term, and Directors may be reappointed for three terms, and upon expiration of a term, shall serve until the vacancy is filled.

ARTICLE V

Meetings of the Board of Directors

Section 1. The annual meeting of the Board of Directors shall be held at such time in the month of March in each year as may be designated from time to time by the Board of Directors and at the place, within or without the State of South Dakota, designated from time to time by the Board of Directors.

Section 2. Other regular meetings of the Board of Directors may be established by the Board of Directors. Such meetings may be held without notice at the principal office of this corporation or at such other place or places as the Board of Directors from time to time designate.

Section 3. Special meetings of the Board of Directors may be called at any time by (a) the Chair of the Board of Directors, or (b) by the Board of Directors, or (c) upon the written request of three or more members of the Board of Directors. Any person or group of persons entitled to call a special meeting of the Board of Directors may make a written request to the Secretary to call the meeting, and the Secretary shall give notice of the meeting, setting forth the time, place, and purpose thereof, to be held between five (5) and thirty (30) days after receiving the request.

Section 4. Written notice of each annual meeting of the Board of Directors stating the time and place thereof shall, unless sent electronically pursuant to Article IV, Section 7 below, be mailed, postage prepaid, not less than five (5) nor more than thirty (30) days before the meeting, excluding the day of the meeting, to each director at his or her address according to the last available records of this corporation. Any director may make written waiver of notice before, at, or after a meeting. The waiver shall be filed with the person who has been designated to act as Secretary of the meeting, who shall enter it upon the records of the meeting. Appearance at a meeting is deemed a waiver unless it is solely for the purpose of asserting the illegality of the meeting.

Section 5. At all meetings of the Board of Directors, each director shall be entitled to cast one vote on any question coming before the meeting. The presence of a majority of the Board of

Directors shall constitute a quorum at any meeting thereof, but the directors present at any meeting, although less than a quorum, may adjourn the meeting from time to time. Except as otherwise provided by law or these Bylaws, a majority vote of the directors present at any meeting, if there be a quorum, shall be sufficient to transact any business.

Section 6. When a meeting of the Board of Directors is adjourned to another time or place, notice of the adjourned meeting need not be given other than by announcement at the meeting at which adjournment is taken.

Section 7. Any notices required to be provided hereunder by written notice may also be provided by electronic email to the noticed party's email address as listed in the records of the Corporation. Any action that could be taken at a meeting of the Board of Directors may be taken without a meeting when authorized in writing signed by all the directors. The Directors may participate in a meeting of the Board or a Committee of the Board by means of any electronic-based conferencing equipment, and such participation shall constitute presence in person at such meeting.

Section 8. Directors may be removed by the Member for cause, including incompetence, neglect of duty, or malfeasance in office. Any Director that has a clearance revoked by the government shall be immediately removed from the Board of Directors.

Section 9. Any individual appointed to the Board of Directors or other corporate position may hold a concurrent position as a member, employee, or officer of the Member, including a member, employee, or officer also identified as representing the Member for the purposes of these Bylaws; and in such event, there shall be no liability on the part of any such individual for breach of any fiduciary obligation, to either the corporation or to the Member, arising from acts or omissions committed in good faith in reliance on the terms of this Agreement and the conditions of his or her appointment.

ARTICLE VI

Officers

Section 1. The officers of this corporation shall be a Chair, a President/CEO, a Vice President/Vice-Chair, a Secretary, a Treasurer, and such other Vice-Presidents and officers as the Board of Directors may from time to time designate. Other than the Chair, Vice-President/Vice-Chair, and President/CEO, the officers need not be directors of this corporation. The Chair of the Board of Directors shall preside at meetings of the Board of Directors. Officers shall be elected by the Board of Directors to serve until their respective successors are chosen and have qualified. Any officer may at any time be removed by the Board of Directors with or without cause. The same person may hold any two offices at the same time except the offices of (a) Chair and Vice-President/Vice-Chair, Chair and President/CEO and (c) Chair and Secretary or Treasurer.

Section 2. The Vice-President/Vice-Chair shall perform the duties of the Chair in the case of the latter's absence or disability. The execution by the Vice-President/Vice-Chair on behalf of this

corporation of any instrument shall have the same force and effect as if it were executed on behalf of the corporation by the Chair.

Section 3. The President/CEO shall be the chief executive officer of this corporation and be an ex officio, voting member of the Board of Directors. He or she shall have general supervision, direction, and active management of the affairs of this corporation. He or she shall execute on behalf of this corporation all contracts, deeds, conveyances, and other instruments in writing which may be required or authorized by the Board of Directors for the proper and necessary transaction of the business of the corporation.

Section 4. The Vice-President/Vice-Chair shall perform the duties of the President in the case of the latter's absence or disability. The execution by the Vice-President/Vice-Chair on behalf of this corporation of any instrument shall have the same force and effect as if it were executed on behalf of the corporation by the President.

Section 5. The Secretary shall record all proceedings of the meetings of the Board of Directors. They shall give or cause to be given all notices of meetings of the Board of Directors and all other notices required by law or by these Bylaws, and in case of their absence or refusal or neglect to do so, any such notice may be given by the President/CEO or Vice-President/Vice-Chair. The Secretary shall be the custodian of all correspondence, and papers relating to the business of this corporation.

Section 6. The Treasurer shall be the custodian of all financial books relating to the business of this corporation. As necessary, they shall join with the President or Vice-President/Vice Chair in the execution on behalf of this corporation of all contracts, deeds, conveyances, and other instruments in writing which may be required or authorized to be so executed by the Board of Directors for the proper and necessary transaction of the business of this corporation.

The Treasurer shall present at each annual meeting of the Board of Directors a full report of the financial transactions and affairs of this corporation for the preceding year and shall also prepare and present to the Board of Directors such other reports as it may desire and request at such time or times as it may designate.

The Treasurer shall also have the custody of all the funds and securities of this corporation. When necessary and proper he or she shall endorse on behalf of this corporation all checks, drafts, notes, and other obligations and evidences of the payment of money payable to this corporation or coming into his or her possession, and shall deposit the same, together with all other funds of this corporation coming into his or her possession, in such bank or banks as may be selected by the Board of Directors. He or she shall keep full and accurate account of all receipts and disbursements of this corporation in books belonging to the corporation, which shall be open at all times to the inspection of the Board of Directors. He or she shall from time to time make such other reports to the Board of Directors as it may require.

Section 7. Any officer of this corporation, in addition to the powers conferred upon him or her by these Bylaws shall have such additional powers and perform such additional duties as may be prescribed from time to time by said Board.

ARTICLE VII

Committees

Section 1. The Board of Directors may act by and through such committees as may be specified in resolutions adopted by a majority of the directors in office. Each committee shall have such duties and responsibilities as are granted to it from time to time by the Board of Directors. Each such committee shall at all times be subject to the control and direction of the Board of Directors.

Section 2. The Board of Directors shall, by resolution adopted by a majority of the entire board, designate from among its members an Executive Committee consisting of three or more Directors, including the Chair of the Board of Directors, the majority of whom shall hold active security clearances at or above the minimum level required. The Board of Directors may designate one or more Directors as alternate members of the Executive Committee, who may replace any absent member or members of the Executive Committee at any meeting thereof. In the interim between meetings of the Board of Directors, the Executive Committee shall have all the authority of the Board of Directors except to amend these Bylaws or as otherwise provided by law. All acts done and powers and authority conferred by the Executive Committee from time to time within the scope of its authority shall be, and may be deemed to be, and may be certified as being, the act and under the authority of the Board of Directors. The Chair of the Board shall preside at all meetings of the Executive Committee. The Executive Committee shall elect from its members a chair to preside at any meeting of the Executive Committee at which the Chair of the Board shall be absent. Two members of the Executive Committee shall constitute a quorum for the transaction of business.

Section 3. Each committee of this corporation may establish the time for its regular meetings and may change that time as it from time to time deems advisable. Special meetings of any committee of this corporation may be called by the chairman of that committee, or by the President. Two days notice by mail, telephone, or electronic communication shall be given of any special meeting of a committee. At all meetings of a committee of this corporation each member thereof shall be entitled to cast one vote on any question coming before such meeting. The presence of a majority of the membership of any committee of this corporation shall constitute a quorum at any meeting thereof, but the members of a committee present at any such meeting, although less than a quorum, may adjourn the meeting from time to time. A majority vote of the members of a committee of this corporation present at any meeting thereof, if there be a quorum, shall be sufficient for the transaction of the business of such committee.

ARTICLE VIII

Fiscal Year

Unless otherwise fixed by the Board of Directors, the fiscal year of this corporation shall begin on October 1 and end on the succeeding September 30.

ARTICLE IX

Miscellaneous

Section 1. This corporation may have a corporate seal, which may be altered from time to time by resolution of the Board of Directors.

Section 2. These Bylaws may be amended from time to time in the manner prescribed by law. Notwithstanding the foregoing, without consent of the Member, Articles III and IV of these Bylaws may not be amended.

Section 3. To the full extent permitted by any applicable law, this corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, wherever brought, whether civil, criminal, administrative, or investigative, other than an action by or in the right of the corporation, by reason of the fact that such person is or was a director, officer, employee, or member of a committee of this corporation, against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding. Indemnification provided by this Bylaw shall be in addition to and independent of and shall not be deemed exclusive of any other rights to indemnification to which any person may be entitled by contract or otherwise under law. Indemnification provided by this Bylaw shall continue as to a person who has ceased to be a member of the Board of Directors, officer, employee or committee member, shall inure to the benefit of the heirs, executors and administrators of such person and shall apply whether or not the claim against such person arises out of matters occurring before the adoption of this Bylaw. However, any indemnification realized other than under this Bylaw shall apply as a credit against any indemnification provided by this Bylaw.

This corporation may, to the full extent permitted by applicable law from time to time in effect, purchase and maintain insurance on behalf of any person who is or was a member of the Board of Directors, officer or employee of this corporation or a member of a committee of this corporation against any liability asserted against such person and incurred by such person in any such capacity.

Section 4. Notwithstanding anything herein to the contrary, it is the parties' intent that nothing in these Bylaws waives any applicable sovereign or Eleventh Amendment immunity of the Member, Board of Directors, or their agents, managers, employees, or persons operating through them.

The foregoing Bylaws were adopted by the Board of Directors on the ___ day of _____ 2022.

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 6 – D
DATE: October 5-6, 2022

SUBJECT

Human Resources Transformation

CONTROLLING STATUTE, RULE, OR POLICY

None

BACKGROUND / DISCUSSION

The Senate Bill 55 Task Force recommended the Board to review human resources (HR) functions for potential areas of consolidation. The recommendation states that the review should identify HR efficiencies achievable through implementation of technology and/or consolidation of functions through shared services centers or through centralization under the central office. The Board office contracted with Segal Consulting to conduct a thorough review of the human resources departments in order to identify functions and processes requiring uniform, consistent approaches to reduce risk management liability, address duplication, increase effectiveness, and make recommendations on whether or not the system would benefit from expanding shared services.

In February and March 2022, Segal led the system through an overall HR assessment which included a comprehensive document review, and interviews with 55 different individuals or focus groups across the system. Segal held one-on-one interviews with each institution's HR leader, presidents, select vice presidents, and the executive director; focus group interviews were held with vice presidents, academic leaders, faculty, and staff. Following this process, Segal recommended that the Board initiate a comprehensive effort to transform the human resources delivery model to support the need for strategic, value-added human resources services across the system. The recommendations cover four broad areas:

1. Structure and Service Delivery Model - Create a new HR organizational and service delivery model that aligns and integrates resources across the system.
2. Strategy and Services - Enhance and expand strategic HR services, programs, and functions.
3. Process and Technology - Redesign HR processes and leverage technology to gain efficiencies and create capacity to provide more strategic services.
4. People - Elevate and align HR competencies, roles, and responsibilities to support enhanced service offerings.

(Continued)

DRAFT MOTION 20221005_6-D:

I move the Board adopt the HR Transformation project charge and timeline.

The Board gave direction to the staff at its August retreat to move forward developing a plan to implement the recommendations. Since the August meeting, the Board office has established a steering committee that will be tasked with leading the HR Transformation project. The steering committee includes:

- Dr. Brian Maher, SDBOR Executive Director and CEO
- Nathan Lukkes, SDBOR Chief of Staff and General Counsel
- President Gestring, USD President
- Laurie Nichols, BHSU President
- Veronica Paulson, NSU VP for Finance and Administration
- Tracy Greene, SDSU General Counsel and Vice President
- Kayla Bastian, SDBOR Chief HR Officer (non-voting member)

The steering committee met twice in September 2022 and have drafted a project charge (Attachment I) which outlines the goals and expectations of this project. In addition, the committee has developed a project timeline (Attachment II) with project milestones and deliverables that support a phased implementation of changes in the delivery model. The project charge tasks the steering committee with the first two goals, which encompasses the strategic work of developing an overall system human resources delivery model through implementation of Centers of Excellence, establishment of a funding model, definition of the role of human resources, and developing an implementation and communication plan to ensure success.

This project will also be supported by an advisory committee who will be tasked with leading, or participating in, subcommittees that will focus on key functional areas to include classification and compensation, recruitment and retention, training and professional development, standardization of processes and establishment of best practices, and an evaluation of existing shared service centers. The subcommittees will also include individuals from other functional areas to ensure that the new human resources delivery model supports the needs of the campus stakeholders.

The steering committee will hold a project kick-off meeting with the advisory committee on October 6, 2022, as a kick-off to the project and to prepare for the upcoming subcommittee work that is scheduled to begin in November. The Board will receive updates at each Board meeting to ensure that the project recommendations align with the direction from the Board.

IMPACT AND RECOMMENDATION

The steering committee is requesting that the Board adopt the attached HR Transformation project charge and timeline, these two documents will drive the steering and advisory committees in development of solutions and recommendations that support the goals of t

ATTACHMENTS

Attachment I – HR Transformation Project Charge
Attachment II – HR Transformation Timeline



HR Transformation

HR TRANSFORMATION

The SD Board of Regents SB55 Task Force recommended a review of human resources (HR) functions to identify HR efficiencies achievable through implementation of technology and/or consolidation of functions through shared services centers or through centralization under the central office. In 2021, SDBOR contracted with Segal Consulting to conduct a holistic assessment of human resources departments and services across the system and provided recommendations to transform human resources services for SDBOR. The overarching recommendation is to *"Initiate a comprehensive HR transformation effort to move HR from a largely transactional function to one that provides strategic, value-added services to the system"* The Segal recommendations focus on four broad areas:

1. Structure and Service Delivery Model - Create a new HR organizational and service delivery model that aligns and integrates resources across the system.
2. Strategy and Services - Enhance and expand strategic HR services, programs, and functions.
3. Process and Technology - Redesign HR processes and leverage technology to gain efficiencies and create capacity to provide more strategic services.
4. People - Elevate and align HR competencies, roles, and responsibilities to support enhanced service offerings.

At the August 2022 Board of Regents meeting, the Board adopted the recommendations from the Segal assessment and directed Board staff to develop a project charge and implementation plan.

PROJECT LEADERSHIP

Project Champions: Dr. Brian Maher & SD Board of Regents

Project Sponsor/Manager: Kayla Bastian, System CHRO

Steering Committee: A small, cross-functional committee of senior leaders will serve as the Steering Committee for the HR Transformation initiative. The Steering Committee will be tasked with providing strategic direction, make decisions, set project goals for the Advisory Committee, and develop the overall human resources service delivery model organizational structure for the SD Board of Regents System. Steering committee members may be tasked with serving on subcommittees and will evaluate and make decisions on the recommendations from the HR Advisory Committee. The Steering Committee will be charged with leading Goals 1 & 2 as outlined below.

HR TRANSFORMATION PROJECT CHARGE

SEPTEMBER 21, 2022

V.5

Steering Committee Members:

Dr. Brian Maher, SDBOR Executive Director and CEO
Nathan Lukkes, SDBOR Chief of Staff and General Counsel
President Gestring, USD President
Laurie Nichols, BHSU President
Veronica Paulson, NSU VP for Finance and Administration
Tracy Greene, SDSU General Counsel and Vice President
Kayla Bastian, SDBOR Chief HR Officer (non-voting member)

Advisory Committee: The advisory committee will be comprised of human resources leaders across the system who will be tasked with leading subcommittees to support the goals and expected outcomes of this project charge. They will propose recommendations to the Steering Committee and will be a liaison between the sub-committees and the Steering Committee. Goals 3 through 7 as outlined in this document will have a small subcommittee comprised of stakeholders from various functional areas across the system.

Advisory Committee Members:

Melissa Hart – BHSU HR Director
Debra Roach – DSU VP for HR
Bill Spindle – SDSMT VP for Finance
Mary Larson - SDSU Director of HR
Warren Tolley – USD CHRO
Emery Wasley – USD AVP for HR
Sheila Hansen – Special Schools Director of HR
Susan Bostian – NSU AVP for HR
Katie Carter – SDBOR Assistant Director of HR
Liza Clark – SDBOR Director of Government Relations and Economic Development
Ashley Plueger – Shared Payroll Center Supervisor
Holly Farris – SDBOR Assistant General Counsel
Kayla Bastian – SDBOR CHRO

PROJECT CHARGE – GOALS AND EXPECTED OUTCOMES

STRATEGIC HUMAN RESOURCES PLANNING

GOAL 1: Implement an organizational structure for HR that supports dual reporting lines, with campus HR staff responsible to both the System HR Officer and the appropriate campus administrator.

HR TRANSFORMATION PROJECT CHARGE

SEPTEMBER 21, 2022

V.5

Expected Deliverables:

1. Establish expectations for reporting and management through development of roles, responsibilities and expectations at the campus and system level. The reporting structure should consider the need for strategic engagement of human resource leaders at the institutional level while accommodating the need for an integrated and aligned human resources model for the system.
2. Guidelines or policies that clearly define the HR organizational structure and responsibilities.

GOAL 2: Establish a strategic vision for human resources that includes a system HR vision statement, defines the role of human resources departments, establishes a project timeline, and sets the goals for the sub-committees.

Expected Deliverables:

1. Draft a vision statement for human resources.
2. Develop clearly defined roles and responsibilities across all HR functions and evaluate and eliminate duplication in responsibilities where appropriate.
 - a. To include a review of roles and responsibilities in HR departments and determination of whether those responsibilities should be in HR or should be delegated to supervisors and/or other departments.
3. Evaluate the human resources services and propose changes to the HR delivery model to support integrated human resources services and systems across the Regental system, including evaluation of centralization, shared “centers of excellence” or on-site delivery of services.
4. Evaluate current human resources staffing levels across the system and conduct a competency assessment to identify skills gaps.
5. Develop a communication plan, set goals, and establish key priorities to support the strategic plan.
6. Develop and establish a funding model to support the human resources services.

CLASSIFICATION AND COMPENSATION

Goal 3: Evaluate & provide recommendations to develop and implement a ‘Center of Excellence’ (shared service model) for classification and compensation management across all employee types

Expected Deliverables:

1. Develop a “Center of Excellence” shared service model for compensation and classification across all employee types, including, but not limited responsibility of the following areas:
 - a. Conduct classification reviews for employees in coordination with university HR staff.

HR TRANSFORMATION PROJECT CHARGE

SEPTEMBER 21, 2022

V.5

- b. Create system guidelines for compensation and classification for all employee types.
 - c. Management of the compensation structures.
 - d. Coordination with SD BHR on CSA classification and compensation policies and practices.
 - e. Evaluate and make recommendations on new classification needs.
 - f. Evaluate new positions to ensure appropriate salary range and classification is applied.
 - g. Complete salary surveys and complete reporting requirements as appropriate for the system.
 - i. CUPA-HR Surveys
 - ii. Others
 - h. Make recommendations on policies and guidelines related to compensation and classification.
2. Develop appropriate recommendations for use of technologies and develop system workflow processes to manage classification and compensation adjustment requests to support a shared service model.
 3. Develop recommendations on appropriate interaction and communication expectations with Center of Excellence employees and institutional human resources offices and other administrators as applicable.
 4. Evaluate historical classification request data to inform recommendations on appropriate FTE to support the Center of Excellence.

TRAINING AND DEVELOPMENT

Goal 4: Evaluate systemwide training and professional developments needs and implementation of a shared position to develop, implement and manage professional development and training opportunities across the system.

Expected Deliverables:

1. Evaluate the needs training and professional development across the system including, but not limited to:
 - a. Supervisory training needs.
 - b. Professional and leadership development needs and opportunities.
 - c. Identify workforce (internal) development needs to identify skills gaps across the system to support succession planning initiatives.
 - d. Evaluation of learning management systems and potential technology solutions.
2. Evaluation of current training initiatives at the system and campus level to inventory current state of training and development.
3. Evaluation of what training is centralized versus institutionally driven training.
4. Development of policy or guidelines on what training is required.

HR TRANSFORMATION PROJECT CHARGE

SEPTEMBER 21, 2022

V.5

5. Development of a centralized training and development position to support the needs of the system.

RECRUITMENT AND RETENTION

Goal 5: Evaluate the current model for recruitment to identify process improvements and centralize management of search functions into the human resources departments, or a “center of excellence” model, to ensure consistency, compliance, and efficiency.

Expected Deliverables:

1. Complete a review to assess current recruitment processes to identify opportunities for improvement in recruitment efforts; the process review will include requisition, recruitment, interview, background checks, reference checking and onboarding.
2. Evaluate and develop search committee training materials and tools for institutions to establish recruitment strategies for various employee types.
3. Evaluate use of search firms and assess the ability to utilize institutional or system HR staff to eliminate or reduce use of external search firms.
4. Develop partnerships between human resources and university relations to improve branding and efforts in promoting and marketing SDBOR institutions as employers.
5. Consider implementation of system contracts for advertising to realize cost savings.
6. Evaluate and establish metrics related to recruitment and retention to support data driven decision making and strategic planning.
7. Identify retention strategies, including evaluation of benefits, workplace policies and evaluation of employee engagement strategies.

STANDARDIZATION OF PROCESSES AND IMPLEMENTATION OF BEST PRACTICES

Goal 6: Conduct an efficiency review to evaluate key human resources processes in order to identify inefficiencies and develop and document system standards where appropriate. This will include evaluation of current technology solutions to ensure full utilization of existing resources and identify technology needs.

Expected Deliverables:

1. Evaluation of key HR processes through an efficiency review and process mapping resulting in recommendations for improvements where appropriate, examples of areas of consideration should include:
 - a. Recruitment Processes – Technology and communication tools.
 - b. Onboarding – Communication and flow of information between departments.
 - c. Timekeeping and leave reporting.
 - d. Compensation and classification processes.

HR TRANSFORMATION PROJECT CHARGE

SEPTEMBER 21, 2022

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- e. Letters of offer/contract issuance and renewals.
 - f. Human resources data standards and reporting requirements.
 - g. Personnel action forms and use of EPAF.
2. Analysis of policies and procedures to ensure consistency across the system.
 3. Development of best practices in HR processes and development of guidelines and training documentation.

EVALUATION OF EXISTING SHARED CENTERS

Goal 7: Evaluate the existing functions and responsibilities of the Shared Payroll Center and Shared International Employment Services Center to identify opportunities for expansion of services.

Expected Outcomes:

1. Evaluation of further expansion of utilizing shared employees to manage institutional payroll functions.
2. Review of opportunities to expand services including, but not limited to leave, benefits, employee termination processing, and timekeeping support.
3. Evaluation of system reports and data metrics to improve efficiency and reduce errors.
4. Evaluation of shared international employment services needs across the system, and assessment of responsibilities.
5. Assessment of roles and responsibilities in the Board office HR department to ensure that it appropriately support for the needs of the system.

Phase	Description	Start Date	Deadline
BOR Meeting	Board of Regents Retreat – Action to Adopt Segal Recommendations	August 4, 2022	August 5, 2022
Planning	Steering Committee Planning Phase 1. Steering Committee Meetings 2. Project Charge 3. Reporting structure expectations 4. Timeline Development 5. Define Scope of HR Services 6. Reporting Expectations	September 6, 2022	October 31, 2022
BOR Meeting	Board Reviews and Approves Project Charge and Timeline	October 5, 2022	October 6, 2022
Planning	Steering Committee & Advisory Committee Kick-Off Meeting	October 6, 2022	October 6, 2022
Committee Work	Phase 1 Advisory Committee Work 1. Classification and Compensation Center of Excellence 2. Existing Shared Services Evaluation – Center of Excellence	November 1, 2022	March 1, 2023
Committee Work	Phase 1 Advisory Committee – Process Improvement and Best Practices	November 1, 2022	September 1, 2023
BOR Meeting	Board Discusses HR Vision and Steering Committee Update	December 7, 2022	December 8, 2022
BOR Meeting	Board discusses Center of Excellence Recommendations	March 29, 2023 (Tentative)	March 30, 2023
Implementation	Implementation of: 1. Reporting structure 2. Classification and Compensation Center of Excellence 3. Recommendations for Existing Shared Services	April 1, 2022	June 22, 2023
Committee Work	Phase 2 Advisory Committee Work 1. Training and Development 2. Recruitment and Retention	February 1, 2023	June 1, 2023
BOR Meeting	BOR Reviews Recommendations of Phase 2 Committee Work	June 21, 2023 (Tentative)	June 22, 2023
BOR Retreat	Board Reviews Implementation Plan	August 8, 2023 (Tentative)	August 10, 2023
Implementation	Final Implementation Phase	July 1, 2023	December 1, 2023

Phase 1 Committee Work 1. Evaluation of existing shared services 2. Classification and Compensation 3. Process Improvement/Best Practices	Phase 2 Committee Work 1. Recruitment and Retention 2. Training and Development
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SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 6 – E
DATE: October 5-6, 2022

SUBJECT

SDSU Larson Commons Renovations Preliminary Facility Statement

CONTROLLING STATUTE, RULE, OR POLICY

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

[SDCL § 5-14-2](#) – Supervision by Bureau of Administration of Capital Improvement

Projects – Payment of Appropriated Funds

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

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

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

BACKGROUND / DISCUSSION

South Dakota State University requests approval of its Preliminary Facility Statement (PFS) and accompanying work request for a project to renovate Larson Commons. SDSU also requests exemption from the remainder of the Capital Improvement Process due to the nature of the project and the appointment of a building committee as required to select an architecture and engineering firm, construction manager, and to complete statutory requirements for bidding the project.

The renovation will be limited to maintenance and repair of the existing facilities and upgrades to the interior finishes, accessible pathways, equipment, and furnishings. The project will include adding restrooms to the second level dining room, an elevator near the main entrance, upgrade and renovate the commercial kitchen, food preparation areas, convenience store, and upgrade electrical, domestic water and sanitary systems. It will also include upgrading fire suppression and alarm systems, lighting, HVAC, controls and exhaust, interior floor, wall, and ceiling finishes. It will also improve wayfinding and SDSU branding opportunities and improve entrance and flow of circulation for guests.

(Continued)

DRAFT MOTION 20221005_6-E:

I move to approve SDSU's Preliminary Facility Statement for the Larson Commons Renovation utilizing auxiliary system and private funds. A building committee representative should be appointed to oversee this project.

The proposed funding sources are auxiliary system and private funds.

Additional details of this project can be found in SDSU's attached Preliminary Facility Statement. If approved, the Board president should appoint a building committee representative to oversee the development of the project plan and cost estimates.

IMPACT AND RECOMMENDATIONS

According to SDSU, the project will serve all students, faculty and visitors who use the dining services facility in Larson Commons. The facility is connected to Young and Binnewies Halls and is located adjacent to most of the undergraduate residential housing facilities. The plan included a survey of guests and students and revealed a need to improve food quality and options. Upgrading the dining services kitchen and serving fixtures will improve their ability to provide a variety of food options.

The design and construction of this project will be funded by auxiliary accounts and private funds from the Sodexo Group. Sodexo Group must provide \$8,190,000.00 for facility renovations per Section 3.3.D of the SDSU/Sodexo Group Contract. The full scope of the project and estimated costs will be further refined with the selected design team and construction manager. The estimated project costs of \$9,500,000 was identified in the 2021 Master Plan for renovations to the facility. SDSU estimates the cost for design and construction management services will be \$1,600,000.

ATTACHMENTS

Attachment I – SDSU Larson Commons Renovation PFS

**Preliminary Facility Statement
Larson Commons Renovations
South Dakota State University
Prepared: August 26, 2022**

SDSU requests approval of this Preliminary Facility Statement and accompanying work request for a project to renovate Larson Commons. SDSU also requests exemption from the remainder of the Capital Improvement Process due to the nature of the project. The project will be limited to maintenance and repair of the existing facilities and upgrades to interior finishes, accessible pathways, equipment, and furnishings. SDSU also requests appointment of a building committee as required to select an architecture and engineering firm, construction manager, and to complete statutory requirements for bidding the project.

1. General programmatic needs to be addressed:

SDSU completed a dining master plan and Larson Commons Renovation planning in 2021. The study was prepared by Wachalski Advisory, Inc. The study found several deficiencies in the Larson Commons dining facility. In July of 2022 the regental system engaged a new food service partner, Sodexo Group. The University in collaboration with Sodexo Group would like to pursue a facility renovation as shown in the 2021 study in addition to programmatic changes to better meet current dining service standards and student needs. The dining services study identified projects to improve dining services to better serve the students, faculty, staff, and visitors who utilize Larson Commons. The project will include renovations to the dining hall, food service kitchen, food service support space, building service space, convenience store, and entrance. The renovations will address functional and aesthetic needs of the facility.

The following elements describe the proposed scope of the project. The project will include as many of these elements as funding allows.

- Add restrooms to the second level dining room
- Upgrade and renovate the commercial kitchen, food preparation areas, and convenience store
- Upgrade building utilities: electrical, domestic water, and sanitary systems
- Upgrade building systems: lighting, HVAC, controls, and exhaust
- Improve wayfinding and SDSU branding opportunities
- Improve entrance and flow of circulation for guests
- Replace all windows and curtain walls
- Upgrade the fire suppression (sprinkler) and alarm system
- Provide a new elevator near the main entrance to improve accessibility and ADA compliance, upgrade the existing elevator and freight elevator
- Replace doors throughout the building to improve access and security
- Update interior floor, wall, and ceiling finishes
- Roof Replacement
- Upgrade furnishings, fixtures, and equipment

SDSU anticipates the construction of this project will be accomplished from December 2023 to July 2024. The dining hall and convenience store will be closed while construction is in progress. Portions of the building may remain occupied during construction. The design and construction schedule will be developed to allow the dining hall and convenience store to be operational fall semester of 2024.

2. Analysis of the student body or constituents to be served:

The project will serve all students, faculty, and visitors who use the dining services facility in Larson Commons. The facility is connected to Young and Binnewies Halls and is located adjacent to most of the undergraduate residential housing facilities. The Dining Services Master Plan included a survey of guests and students and revealed a need to improve food quality and options. Upgrading the dining services kitchen and serving fixtures will improve their ability to provide a variety of food options.

3. Additional services to be offered:

The building HVAC and exhaust systems will be upgraded, accessible restrooms will be added to the second-floor dining area, elevator will be updated, a new elevator may be installed near the main entrance to improve accessibility. In addition, kitchen equipment, finishes, and guest circulation flow will be improved. The facility upgrades will create the opportunity to improve the variety and quality of food offerings, increase operational hours, and access.

4. Compliance with campus master plan:

The proposed project is consistent with plans for major renovations intended for SDSU's older residence halls and dining service facilities. The project is identified in Phase I of the Residential Life and Dining Services master plan. The plan was received by the Board of Regents at the October 2008 meeting. The recommendations in this statement are also consistent with the updated 2025 SDSU Campus Master Plan. The renovation of Larson Commons will ensure services provided for students, faculty, staff, and visitors remains high within our dining facilities.

5. Analysis of needs assessment based on the facilities utilization report:

The Dining Master Plan for Larson Commons includes survey information from students, recommendations for improved dining services, and analysis of facility maintenance requirements. The project will follow the plans recommendations and be designed to address guest needs, dining service functions, accessibility, and deferred building maintenance. SDSU intends to complete renovations to the building without constructing an addition but will examine the possibility of an addition to the building to address accessibility and building system needs (elevator installation and mechanical space for heating and cooling equipment).

6. Location:

Larson Commons is in the southeast quadrant of the SDSU main campus and is connected to Binnewies and Young Halls. Together with Brown Hall, Mathews Hall, Pierson Hall, Southeast Apartment and Town House complex, Jackrabbit Grove, and Jackrabbit Village complexes, that form SDSU's southeast residential community.

7. Reallocation of old space if any:

The project may require the relocation of the Federal TRIO program found in the lower level of Larson Commons. The existing space in the lower level may be needed for added dining, lounge, and study space to better serve the needs of students. Alternative locations for the TRIO program will be studied in the planning phases of the renovation project.

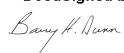
8. Proposed funding source/sources:

The design and construction of this project will be funded by auxiliary accounts and private funds from the Sodexo Group. Sodexo Group must provide \$8,190,000 for facility renovations per Section 3.3.D of the SDSU/Sodexo Group Contract.

9. Budget for development of a facility program plan:


SDSU is requesting this project be exempted from the submittal steps of the Capital Improvement Process due to the limited scope of the project which focuses predominantly on maintenance and repair, equipment, and furnishings. SDSU requests that a building committee be formed. Building committee action will be necessary to select an Architecture and Engineering design team, construction manager, and follow state mandated procurement laws. Building Committee action will also be needed to approve the guaranteed maximum price and construction documents.

The full scope of the project and estimated costs will be further refined with the selected design team and construction manager. An estimated project cost of \$9,500,000 was identified in the 2021 Master Plan for renovations to the facility. SDSU estimates the cost for design and construction management services will be \$1,600,000. The planning and design work request is included with this preliminary facility statement submittal. When the full project costs and funding are confirmed, the work request will be revised to reflect the full project cost prior to proceeding with design development and construction documents.

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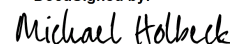
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 Jonathan Meendering

Bryan Bisson


 Jennifer Kindt

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 6 – F
DATE: October 5-6, 2022

SUBJECT

SDSU Research High Tunnels Preliminary Facility Statement (PFS)

CONTROLLING STATUTE, RULE, OR POLICY

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

[SDCL § 5-14-2](#) – Supervision by Bureau of Administration of Capital Improvement

Projects – Payment of Appropriated Funds

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

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

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

BACKGROUND / DISCUSSION

South Dakota State University is submitting its Preliminary Facility Statement for the construction of two pre-engineered high tunnel structures, constructed by two 30 foot by 96 foot solar-heated, passively ventilated, and plastic covered structures. SDSU requests exemption from the remainder of the Capital Improvement Project process due to the limited scope of the project and definition of new construction.

Constructing high tunnels specifically for research and teaching at SDSU would allow research, teaching, and Extension staff and faculty to expand opportunities and reduce barriers to maximizing the potential of high tunnels for South Dakota, crop producers and SDSU Students.

Additionally, high tunnel research and training would benefit specialty crop service providers including Extension agents, non-profit partner organizations, and USDA NRCS conservationists. High tunnel would allow SDSU to be competitive for state and local research dollars and expand multistate collaboration opportunities as land grant universities across the Midwest.

(Continued)

DRAFT MOTION 20221005_6-F:

I move to approve SDSU's Preliminary Facility Statement for construction of two Research High Tunnels funded through a combination of federal grants and other institutional funds.

Proposed Funding

Based on industry cost data, the probable project cost would be \$123,000. The funding source for the project would be a combination of FY22 Department Funds (\$3,000.00), FY23 Federal Grant Funds (\$103,000.00) and FY23 Department Funds (\$17,000.00). SDSU requests that the project be exempted from the remainder of the Capital Improvement Project process.

IMPACT AND RECOMMENDATIONS

SDSU requests approval of this Preliminary Facility Statement for the construction of two pre-engineered high tunnel structures. The high tunnels would benefit the growth population of specialty crop producers across South Dakota through needed applied research and education. The tunnels would be located on the east side of the main campus approximately 1,1000 feet to the north of University Boulevard. The proximity of the high tunnels is important to both research and students.

ATTACHMENTS

Attachment I – Research High Tunnels (PFS)

**PRELIMINARY FACILITY STATEMENT
FOR
SPECIALTY CROPS, VEGETABLE, AND CUT FLOWER
RESEARCH HIGH TUNNELS
SOUTH DAKOTA STATE UNIVERSITY
PREPARED: SEPTEMBER 1, 2022**

South Dakota State University (SDSU) requests approval of this Preliminary Facility Statement for construction of two pre-engineered high tunnel structures on the east side of the main campus. SDSU requests exemption from the remainder of the Capital Improvement Project process due to the limited scope of the project and definition of new construction as contained in SDCL 5-14-32.

1. GENERAL PROGRAMMATIC NEEDS TO BE ADDRESSED:

The intent of this project is to construct two 30 foot by 96 foot solar-heated, passively ventilated, plastic-covered structures on the east side of the main campus of South Dakota State University for a total of 5,760 square feet of specialty crop research space. The main components of these structures are the galvanized tube steel frame covered with clear plastic and end walls built of clear polycarbonate sheets mounted on a steel end wall frame. The frame arch shape would be gothic, or slightly pointed, to better shed the snow loads of our climate. The tube steel arches are spaced four feet apart and extend into the ground five feet. Every-other arch would be encased in concrete below ground to help with stability over the fifteen-year average useful lifespan of these high tunnels. The overall structure height is eighteen feet from ground to top of the arch.

As indicated by the most recent Census of Agriculture, specialty crop farms are increasing in South Dakota, and the number of those farms growing crops under protection, in greenhouses and high tunnels, is also on the rise. High tunnels can serve as an important tool for the expansion of the local food economy across South Dakota as small and diversified farms use high tunnels to grow seasonal fruits and vegetables that are marketed directly to consumers. In addition to extending the growing season, research has strongly indicated that high tunnels can increase yield, enhance shelf life, and improve the quality of crops grown. However, questions remain regarding how to improve high tunnel production systems including soil health management and identifying the best producing and most profitable cultivars and crop rotations. Constructing high tunnels specifically for research and teaching at South Dakota State University would allow research, teaching, and Extension staff and faculty to expand opportunities and reduce barriers to maximizing the potential of high tunnels for South Dakota specialty crop producers and SDSU students.

2. ANALYSIS OF THE STUDENT BODY OR CONSTITUENTS TO BE SERVED:

Investing in high tunnel research at South Dakota State University would align SDSU's undergraduate and graduate training programs with other Midwest land-grant universities. Undergraduate students would have opportunities to receive hands-on high tunnel research training through paid research assistantships, class visits, and undergraduate capstone courses that include horticultural research experience. The high tunnels would be used for research projects led by graduate students who would manage research projects and receive training that is critical to stay relevant in the field of applied horticulture at a national level.

High tunnels constructed for research at South Dakota State University would benefit the growing population of specialty crop producers across South Dakota through needed applied research and education. Extension programming would include training on high tunnel construction, management, and cropping innovations. Additionally, high tunnel research and training would benefit specialty crop service providers including Extension agents, non-profit partner organizations, and USDA NRCS conservationists. Each year the NRCS EQIP High Tunnel initiative is used to support construction of high tunnels on South Dakota farms, and research and training from SDSU can support the success of specialty crop farmers who are using high tunnels for the first time. High tunnels as a research structure would allow SDSU to be competitive for state and federal research dollars and expand multistate collaboration opportunities as land grant universities across the Midwest work to support specialty crop farmers who want to expand market share in fruit and vegetable production to strengthen local economies.

3. ADDITIONAL SERVICES TO BE OFFERED:

These research high tunnels would be complimentary to the dedicated teaching high tunnel located at the Local Foods Education Center with teaching and research outcomes serving in tandem to ensure that South Dakota State University remains on the forefront of student education.

4. COMPLIANCE WITH CAMPUS MASTER PLAN:

This project complies with the fundamental planning concepts contained in the 2025 Master Plan by grouping land uses into functional districts. The area where this project is planned is currently used for crop research and there is a research support building nearby. These uses are compatible and synergistic with high tunnel crop research.

5. ANALYSIS OF NEEDS ASSESSMENT BASED ON THE FACILITIES UTILIZATION REPORT:

In 2016 the university engaged a consultant to analyze existing research space on campus and project future needs. The study identified a need of approximately 3,600 net assignable square feet of field and specialized space for plant science research. The high

tunnel structures would address the current need for research space and create opportunities for additional research and academic activities.

6. LOCATION:

The high tunnels would be located on the east side of the main campus of South Dakota State University approximately 1,000 feet to the north of University Boulevard on crop research fields that are currently at the end of, or in between research projects. This site was selected with careful attention to the history of the fields and their herbicide use, prevailing wind patterns and exposure, and access to water and electricity for crop growing activities. The proximity of the high tunnels to the main campus is important for both researchers and students.

7. REALLOCATION OF OLD SPACE, IF ANY:

The research activities in these fields would be relocated to other fields managed by the college with minimal disruption to current operations.

8. PROPOSED FUNDING SOURCE/SOURCES:

SDSU intends to procure and erect the pre-engineered high bay structure. Site grading would be procured through existing standing contracts. The following are projected sources of funding for this project contingent on grant funding. All sources are applicable to the scope identified.

FY22 – Department Funds (Planning)	\$ 3,000
FY23 – Federal Grant Funds	\$ 103,000
<u>FY23 – Department Funds</u>	<u>\$ 17,000</u>
Total potential allocated funding -	\$ 123,000

9. BUDGET FOR DEVELOPMENT OF A FACILITY PROGRAM PLAN:

SDSU requests that the project be exempted from the remainder of the Capital Improvement Project process. The project has a cost of less than one million dollars, contains less than 10,000 square feet, and does not have a heating, ventilation, or air conditioning system and therefore does not meet the criteria for “new construction” as defined by SDCL 5-14-32.

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 6 – G
DATE: October 5-6, 2022

SUBJECT

HEFF Cash Flow Statement

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL § 13-51-2](#) – Educational Facilities Fund

[SDCL § 13-53-15](#) – Receipt by State Treasurer of Institutional Moneys

[SDCL § 13-53-15.3](#) – Medical School Funds

BACKGROUND / DISCUSSION

The primary source of dollars to fund construction, maintenance, and renovation of university academic facilities is the tuition dollars placed into the Higher Education Facilities Fund (HEFF). Starting in FY17, the percentage contributed to HEFF is 11.5% of all tuition dollars, except for the first \$1,521,740 of medical school tuition revenue, which is not subject to HEFF. HEFF is also assessed on all self-support credit hours as of 2009. The reduction from 20% to 11.5% reflects the pay-off of the HEFF Series 2008 bond (\$8,612,640) and redirecting the \$704,077 payment to the tuition freeze and increasing the tuition fee base by rolling the university support fee into tuition. While the percentage was reduced from 20% to 11.5%, the same amount of revenue to support HEFF debt and maintenance and repair is generated because it is assessed on a much larger base.

Attachment I is a cash flow statement for the Higher Education Facilities Fund as of October 2022. The statement presents actual and planned revenues and expenditures for FY18 through FY35. The statement includes the following data and assumptions:

- FY18 through FY22 are actuals and FY23 through FY35 are projections.
- FY23 tuition revenue estimates and beyond are based upon FY22 actuals with no tuition increase in FY23 and stable enrollments.
- Interest earnings of three percent on the unobligated cash balance for FY23 including \$3.0M to \$4.0M of unspent maintenance and repair funds thereafter.
- A change from principal only payments on the SDSU Performing Arts Center to principal and interest in FY22, results in approximately a \$510,000 increase in HEFF obligations.
- Bonding \$10.5M in capital projects in FY22 and \$12.5M in FY27 at four percent interest for 25 years. This bonding would complete the 2012 Ten-Year Capital Plan.

(Continued)

INFORMATIONAL ITEM

The 11.5% of tuition revenues generated for FY22 were \$1,348,862 lower than the projection from October 2021, while the revenues generated for FY21 were \$804,746 higher than the projection from October 2020. Prior to the rebound in FY21, the variance between actual and projected revenue was more than \$2.0M, putting a significant burden on HEFF. As a result, FY22 through FY29 saw a decline in the projected funds available for M&R allocation as well as a decrease in the reserve fund from \$4.0M to \$3.0M.

The ending cash assumes that the campuses will catch-up on their M&R expenditures in FY23 by spending all the obligated funds except \$3,000,000. The drop in cash from 2022 to 2023 reflects that assumption. Because annual revenues do not come in until September, the cash balance at fiscal year-end must be sufficient to pay approximately one-half of the annual lease payment which is due in August. Debt capacity and cash flows must both be considered prior to issuing new debt. We would only fund projects when capacity is available to debt service the leases and when sufficient cash is available to meet the annual debt payment.

IMPACT AND RECOMMENDATIONS

The remaining projects on the 2012 Ten-Year Plan can be found in Attachment II. Based on current assumptions and revenues, \$10.5M of projects were bonded in FY22 and \$12.5M will be bonded in FY27. If this timeline holds true, it will have taken us 15 years to complete the projects that we originally thought we had the cash flow to complete in 10 years.

Since both the USD Allied Health Facility (\$7.5M) and the E.Y Berry Library (\$3.0M) projects were approved during the 2020 legislative session and those projects were already in progress, we moved forward with a \$10.5M bond issuance in FY22. In FY22, the fund also picked up the interest costs portion of the debt service for the SDSU Performing Arts Center, of around \$510,000 per year. The remaining SDSU projects totaling \$12.5M will not be bonded until FY27 based on current projections.

ATTACHMENTS

Attachment I – HEFF Cash Flow Statement (October 2022)

Attachment II – 2012 Ten-Year Plan

Board of Regents
HEFF Cash Flow Statement
October 2022

A	B	C	D	E	F	G	H	I	J	K
Fiscal Year	Beginning Balance July	Net 11.5% Tuition	Interest Revenue	Total Revenue	FY M&R Expenditures	Lease Payment	Total Expenditures	= B + E - H Ending Cash	Obligated Unexpended	= I - J Unobligated Funds
2018	27,584,821	27,015,890	533,255	27,549,144	14,624,633	14,075,654	28,700,287	26,433,678	16,921,710	9,511,968
2019	26,433,678	26,619,716	460,852	27,080,568	16,873,736	14,009,610	30,883,346	22,630,899	15,149,664	7,481,235
2020	22,630,899	26,165,832	654,245	26,820,078	18,990,746	14,013,347	33,004,093	16,446,884	11,226,940	5,219,944
2021	16,446,884	26,211,930	1,071,199	27,283,129	11,910,638	14,414,703	26,325,341	17,404,672	13,130,991	4,273,681
2022	17,404,672	25,387,307	605,547	25,992,854	9,735,780	15,909,499	25,645,280	17,752,246	13,268,116	4,484,131
2023	17,752,246	25,387,307	532,567	25,919,874	19,373,355	16,403,566	35,776,922	7,895,199	3,000,000	4,895,199
2024	7,895,199	25,895,053	236,856	26,131,909	12,000,000	16,404,759	28,404,759	5,622,349	3,000,000	2,622,349
2025	5,622,349	26,412,954	168,670	26,581,625	12,000,000	16,374,383	28,374,383	3,829,590	3,000,000	829,590
2026	3,829,590	26,941,213	114,888	27,056,101	11,500,000	16,160,058	27,660,058	3,225,633	3,000,000	225,633
2027	3,225,633	27,480,037	96,769	27,576,806	12,000,000	15,774,487	27,774,487	3,027,952	3,000,000	27,952
2028	3,027,952	28,029,638	90,839	28,120,477	12,500,000	15,128,004	27,628,004	3,520,425	3,000,000	520,425
2029	3,520,425	28,590,231	105,613	28,695,844	13,500,000	15,086,455	28,586,455	3,629,813	3,000,000	629,813
2030	3,629,813	29,162,036	108,894	29,270,930	14,500,000	14,055,431	28,555,431	4,345,312	4,000,000	345,312
2031	4,345,312	29,745,276	130,359	29,875,636	15,500,000	13,524,645	29,024,645	5,196,302	4,000,000	1,196,302
2032	5,196,302	30,340,182	155,889	30,496,071	17,500,000	13,462,771	30,962,771	4,729,602	4,000,000	729,602
2033	4,729,602	30,946,985	141,888	31,088,873	20,500,000	10,539,450	31,039,450	4,779,026	4,000,000	779,026
2034	4,779,026	31,565,925	143,371	31,709,296	21,500,000	10,486,539	31,986,539	4,501,782	4,000,000	501,782
2035	4,501,782	32,197,244	135,053	32,332,297	22,500,000	9,479,973	31,979,973	4,854,106	4,000,000	854,106

Notes:

1. Fiscal years 2018-2021 are actuals.
2. 3.0% interest earnings calculation based on the ending cash balance plus unexpended M&R funds.
3. 2.5% decline in enrollment for FY22, no tuition increase. FY23 flat enrollment and no tuition increase. FY24 and each year thereafter, revenue is increased by 2.0%.
4. Additional capital projects of \$12.5M will be bonded in FY27. This would complete the 2012 Ten-Year Capital Plan.
5. All figures for periods after FY22 are estimates.
6. Reduction of "Reserve" balance to \$3.0M for FY22-FY29. This also includes reductions in HEFF allocations for those years.

2012 Ten-Year Plan Proposed Funding Schedule
10/1/2022

Project		Fund Sources			Project Total	Bonded			Proposed Bonding	
HEFF Bonds	Other Bonds	Other Funds		FY14		FY15	FY17	FY22	FY27	
Infrastructure Projects**										
BHSU				\$500,000	\$4,500,000	\$4,000,000				\$0
DSU				\$0	\$1,275,000	\$1,275,000				\$0
NSU				\$0	\$600,000	\$600,000				\$0
SDSM&T				\$500,000	\$3,240,000	\$2,740,000				\$0
SDSU				\$10,434,000	\$17,434,000	\$7,000,000				\$0
SDSU				\$5,043,000	\$10,043,000	\$0				\$5,000,000
USD				\$2,000,000	\$10,000,000	\$8,000,000				\$0
				\$18,477,000	\$47,092,000	\$23,615,000	\$0	\$0		\$5,000,000
Building Projects										
BHSU				\$2,900,000	\$4,150,000	\$1,250,000				\$0
BHSU				\$1,500,000	\$4,500,000	\$0			\$3,000,000	\$0
DSU				\$5,400,000	\$11,400,000	\$0	\$6,000,000			\$0
NSU				\$9,108,648	\$14,108,648	\$5,000,000				\$0
SDSM&T				\$519,000	\$6,559,000	\$0	\$6,040,000			\$0
SDSU				\$3,414,000	\$4,414,000	\$1,000,000				\$0
SDSU				\$5,755,142	\$15,755,142	\$10,000,000				\$0
SDSU				\$4,900,000	\$12,400,000	\$0				\$7,500,000
SDSU				\$35,391,807	\$48,391,807	\$0	\$13,000,000			\$0
SDSU		\$2,000,000		\$1,732,500	\$4,632,500	\$900,000				\$0
USD				\$3,904,085	\$13,599,085	\$8,695,000				\$0
USD				\$250,000	\$5,750,000	\$6,500,000				\$0
USD				\$0	\$7,500,000	\$0			\$7,500,000	\$0
		\$2,000,000		\$74,775,182	\$153,160,182	\$33,345,000	\$12,040,000	\$13,000,000	\$10,500,000	\$7,500,000
Total Infrastructure Plus Building Projects										
		\$2,000,000		\$93,252,182	\$200,252,182	\$56,960,000	\$12,040,000	\$13,000,000	\$10,500,000	\$12,500,000

** Other funds will come from campus HEFF M&R allocations.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 7 – A
DATE: October 5-6, 2022

SUBJECT

SDSBVI School Accreditation and Improvement Plan

CONTROLLING STATUTE, RULE, OR POLICY

[SDSBVI Strategic Plan](#)

BACKGROUND / DISCUSSION

The South Dakota School for the Blind and Visually Impaired (SDSBVI) is accredited through the South Dakota Department of Education. This is a key component of all planning that occurs strategically and annually for the SDSBVI. The SDSBVI approved their last strategic plan in June of 2019 and annually review that plan and strategies for improving the SDSBVI.

The evaluation of the strategic plan and the accreditation evaluation facilitate the next years' growth opportunity for school administration as they are planning for the academic year. Attachment I is the updated evaluation.

The following represents only a summary of some of the highlights of the findings:

1. Utilizing metrics to facilitate movement in the Strategic Plan in areas promoting outreach services and increasing communications with Northern State University.
2. Increasing transition LEAP services for students of need.
3. Increase training for staff on new technologies.
4. Conduct research and development of new technologies and teaching methods.
5. Use smarter balance assessments.
6. Evaluate curriculum in relationship to smarter balance assessment findings.

IMPACT AND RECOMMENDATION

Annually this improvement plan and evaluation of the strategic plan will assist SDSBVI staff, administration, and their various stakeholders develop the school's mission and further support meeting the needs of the students attending or being serviced by SDSBVI. Each year SDSBVI will bring an updated evaluation for the Board of Regents.

This is an informational item for the Board as to the accreditation and strategic planning evaluation that was conducted.

ATTACHMENTS

Attachment I – SDSBVI Accreditation and Improvement Plan

INFORMATIONAL ITEM



SD School for the Blind
and Visually Impaired

South Dakota School for the Blind and Visually Impaired School Improvement Plan

(Updated 2022)

SDSBVI Mission Statement:

Preparing students to step forward with confidence and a vision of lifetime success.

SDSBVI Vision Statement:

All South Dakota children who are blind or visually impaired will have full access to educational resources that prepare them for life.

SDSBVI Core Values:

Each child is an individual, deserving of uniquely-designed learning opportunities focused to help them achieve their highest level of independence.

Families, communities, and school districts as key partners in meeting the needs of each child.

Knowledgeable and caring professionals who provide experiences for each child in the least restrictive environment.

Innovative use of technological tools adapted for each child.

Safety and security in a positive healthy environment.

A commitment to the highest level of independent readiness as each child embraces adulthood with a sense of opportunity.

SDSBVI Programing:

SDSBVI offers a quality teaching and learning environment and outreach services. Our classroom teachers and outreach vision consultants have a South Dakota teaching certificate and obtain the teacher of the visually impaired endorsement as a requirement of their employment with SDSBVI. In addition, we employ nationally certified orientation and mobility specialists, low vision specialists, and speech/language pathologists. SBSBVI is recognized as a K-12 accredited school by the South Dakota Department of Education.

SDSBVI offers two educational environments. Students served on campus in Aberdeen during the school year receive academic instruction which includes special education and the expanded core curriculum incorporating skills of blindness. Public school students, who meet SDSBVI qualifications, can attend SDSBVI during the summer to learn specialized skills of blindness from the school's expanded core curriculum.

SDSBVI also serves children, parents, and teachers across South Dakota. Public school students with vision loss may receive comprehensive functional low vision, academic, cognitive, social/emotional, behavioral, transition, and speech-language educational evaluations performed by expert staff. After students have completed their evaluations, SDSBVI personnel can provide guidance with designing instructional materials and methods that support children who are blind or visually impaired. Outreach vision consultants provide on-site public school assistance to school staff and home visits for families with young children. Services include staff training, technical assistance, educational material loans, and development of Individualized Family Service Plans (IFSP), Individualized Education

Programs (IEP), or 504 Plans (as necessitated by Section 504 of the Rehabilitation Act of 1973).

SDSBVI Profile:

The South Dakota School for the Blind was officially opened in Gary, South Dakota, on March 1, 1900, under the South Dakota Board of Charities and Corrections. In 1945, the School for the Blind was placed under the jurisdiction of the South Dakota Board of Regents where it currently remains today.

In 1957-58, the idea of relocating the school surfaced. The major contentions were the inadequacy of the facilities at Gary, the lack of opportunity for city travel experiences and the proximity to a college. In 1959, the State Legislature passed a bill authorizing relocation of the school to Aberdeen. Classes began in the new facility in Aberdeen on September 18, 1961.

In 1970, the name South Dakota School for the Visually Handicapped was adopted. This change reflected the fact that students who are visually impaired as well as blind can receive services. In 1979, serving the deaf-blind was added to the responsibility of the South Dakota School for the Visually Handicapped.

On the recommendation of the South Dakota School for the Visually Handicapped Advisory Council and with the support of the South Dakota Board of Regents, the South Dakota Association of the Blind, and the National Federation of the Blind of South Dakota, the school requested a name change during the 1998 legislative session. On July 1, 1998, the South Dakota School for the Visually Handicapped became the South Dakota School for the Blind and Visually Impaired. During

the 2000 Legislative Session, funding was earmarked for six weeks of summer programs.

The South Dakota Board of Regents approved the building of the new South Dakota School for the Blind and Visually Impaired in October 2017. From the start of the project, Northern State University and the South Dakota School for the Blind and Visually Impaired joined together as partners to make the project fit both organization's needs. This collaboration developed into teaching, learning, and student opportunities that dually benefit the two organizations. On January 13, 2020, the South Dakota School for the Blind and Visually Impaired started classes at its new home on the former grounds of Jerde Hall located on the east side of the Northern State Campus. The SDSBVI building was financed in collaboration with Northern State University and the Northern State University Foundation. A land swap was completed in order for SDSBVI to move to its new location and provide a repurposing of the former school's location to be the new site for Northern State University's football and softball complex. The approximate cost of the SDSBVI building and grounds was \$13.85 million. Funding was obtained through donations to the NSU Foundation capital campaign and both Governor Noem and Governor Dugaard each pledged \$2.5 million from the State's Future Fund. The South Dakota School for the Blind and Visually Impaired building site and architecture was selected based on the needs of the students and staff that utilize the South Dakota School for the Blind and Visually Impaired. Special consideration was given to provide orientation and mobility opportunities for students.

The South Dakota School for the Blind and Visually Impaired has demonstrated a commitment of developing and using the best instructional practices and accommodations to educate students who are blind and visually impaired. The school also introduces new technologies as they became available, braille printers, reading software

for computers, adaptive devices, and low vision aids. Curriculum developments, new teaching methods, and the integrated use of the therapy services were adopted to better serve the students. Students have opportunities to develop practical skills through both on-campus and off-campus job training. The SDSBVI also has developed a comprehensive evaluation program to assist schools in planning programs for students who are being educated in their home districts. Additionally, SDSBVI offers Outreach and Transition consulting as a service to the local educational agencies and families of South Dakota.

Academic Achievement:

SDSBVI students that are receiving on campus educational services in grades 3, 4, 5, 6, 7, 8, and 11 are given the Smarter Balanced Assessment each year. The students may be eligible to take the alternate assessment depending on their individual needs or disability. Due to the low number of students (less than 10) in each class, SDSBVI cannot generate grade level data. SDSBVI does, however, maintain individual testing results which are used internally for individual student growth monitoring. The students' home school district also maintains this data. Student growth is also monitored, using Special Education achievement and ability scores generated during student evaluations. Individual scores for the students are distributed to parents/ guardians and home school districts when results are received.

IEP Goal Monitoring:

Student IEP goals are reviewed and addressed each year during the students annual IEP meeting. The IEP team makes determinations on the goals to be included in the IEP based on the student's individual strengths and needs. The goal progress is reported to the parent/guardian and the LEA on a quarterly basis.

Strategic Priorities and Goals:

Items to be addressed on an annual basis, and in connection to the current SDSBVI strategic plan.

A. Expand, deepen, and strengthen continuity of outreach services to assure critical support for children within homes, schools, and communities.

1. Strengthen model of statewide services for students who are blind and visually impaired.
2. Expand the assessment program to better serve students.
3. Further develop consistent procedures organization wide.
4. Build a collection of resources for parents and school districts to expand learning for children receiving services.
5. Expand SDSBVI campus-based experiences for students served in their home school districts.

Action Steps to be carried out by SDSBVI staff:

- **Monitor caseload statistics for outreach vision consultants and adjust as needed.**
- **Monitor assessment usage numbers for on campus and off campus students.**
- **Create procedural information for SDSBVI.**

- **Share resources and reference materials with parents and school districts, such as curriculum, assistive technology, thematic activities, games, adaptive devices.**
- Organize and expand our LEAP (Learning to be Equipped for Adulthood Program) programming and off-site summer trainings for students.**

B. Build on the partnership with Northern State University to be a Laboratory of Excellence in workforce readiness for services to the blind or visually impaired.

1. Strengthen and bring awareness to Northern State University's (NSU) students to build interest and engagement in the field of vision loss.
2. Partner with the Distance Learning Network of NSU (Technical and Media Relations) offering college credits in the area of Teacher of the Visually Impaired (TVI).
3. Finalize a TVI masters degree within the School of Education at NSU that includes internship opportunities at SDSBVI.
4. Partner with NSU to market the TVI program across the state, region, and nation.

Actions Steps to be carried out by SDSBVI staff:

- **Communicate with Northern State University stakeholders to market and create learning opportunities for teachers and staff on and off campus.**
- **Communicate with university campuses and programs to share information about the TVI program and educational opportunities in the state.**

- **Create a learning opportunity for people interested in gaining certifications in Blind and Visually Impaired education and ancillary programming.**

C. Establish a center of excellence in transition resources for children who are blind or visually impaired in South Dakota.

1. Make investments to expand the readiness of staff to meet the unique needs of students of transition age.
2. Market our “Learning to be Equipped for Adulthood Program” (LEAP) that delivers customized transition services for students who are seeking work or post-secondary education after meeting graduation requirements or working towards a certificate of attendance.

Action Steps to be carried out by SDSBVI staff:

- **Create training opportunities for staff to learn new technologies.**
- **Communicate SDSBVI’s LEAP program to eligible students, parents, and schools.**

D. Increase local, state, and national understanding of SDSBVI’s roles and responsibilities as a resource for children in need of specialized vision services.

1. Develop an internal leadership culture within the SDSBVI designed to build capacity and engagement of staff.
2. Use the new SDSBVI facility as a marketing tool to develop a national “Center of Excellence” for educational services and technology use.

Action Steps to be carried out by SDSBVI staff:

- **Schedule biweekly internal administrative meetings to address planning and organizational topics.**
- **Showcase the new SDSBVI facility during presentation opportunities.**
- **Conduct research and development of new technology and teaching methods within the SDSBVI organization.**

E. Review South Dakota Smarter Balanced Assessment results on an annual basis to identify longitudinal trends for individual student growth and proficiency in the areas of math, English language arts, and science.

1. Identify students' individual academic areas of weakness.
2. Generate action plans for improving the areas of academic needs through IEP goals, accommodations, and curriculum revision.

Action Steps to be carried out by SDSBVI staff:

- **Review Smarter Balanced Assessment data on an annual basis.**
- **Review current curriculum offerings based on the curriculum review schedule and the results of the Smarter Balanced Assessment data.**
- **Work with students to improve their previous year's Smarter Balanced assessment scaled score by 30 points from their previous score.**
- **Work with students to improve their previous year's Alternate Smarter Balanced Assessment scaled score by 15 points from their previous score.**

Staff Development:

SDSBVI will host staff development sessions for new staff and returning staff each year. The schedule and content of the training will be developed by the administration in consultation with the SDSBVI Professional Development Committee.

SDSBVI Enrollment Data :

Enrollment Year	Outreach	On Campus	Summer
2017	238	25	39
2018	253	23	38
2019	251	28	41
2020	265	27	33
2021	247	28	43
2022	250	30	45
Estimated 2023	250	30	45

Smarter Balanced Assessment Consortium Data (SBAC):

Year	# of students administered SBAC	% of students meeting score improvement goal
20-21	5	NO data from SY 19-20
21-22	3	50 %

Year	# of students administered the alternate assessment	% of students meeting score improvement goal
20-21	2	No data from SY 19-20
21-22	0	NA

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 7 – B
DATE: October 5-6, 2022

SUBJECT

SDSBVI Comprehensive Plan for Special Education

CONTROLLING STATUTE, RULE, OR POLICY

[ARSD § 24:05:21:01](#) – Local Education Comprehensive Plans – Contents

BACKGROUND / DISCUSSION

Each local school district and accredited school is required to annually submit a Comprehensive Plan for Special Education to the South Dakota Department of Education that details how the school will implement federal and state laws and special education regulations. In working cooperatively with the South Dakota Department of Education, the comprehensive template has changed to use the agency versus the district template.

The Comprehensive Plan addresses the following major areas:

- I. Communication
- II. Child Count
- III. Timelines
- IV. Individualized Education Program (IEP)
- V. Evaluation
- VI. Individualized Education Program (IEP) Team
- VII. Parental Prior Written Notice
- VIII. Discipline Procedures
- IX. State and District Wide Assessment Procedures
- X. Procedural Safeguards
- XI. File Maintenance

Where the responsibility of South Dakota School for the Blind and Visually Impaired (SDSBVI) differs from that of local education agencies, this template will now be representative of SDSBVI needs. In addition to this document, much of the information in the Comprehensive Plan is documented in the SDSBVI school policy handbooks.

IMPACT AND RECOMMENDATION

Each year the Board of Regents is asked to approve the Comprehensive Plan developed by

(Continued)

DRAFT MOTION 20221005_7-B:

I move to approve the South Dakota School for the Blind and Visually Impaired's Comprehensive Plan for Special Education as presented for signature by the BOR President.

SDSBVI staff. Local school boards across the state are required to approve similar plans, and since the SDBOR serves in this capacity for SDSBVI, formal Board approval is required prior to submission.

Board staff recommend approval.

ATTACHMENTS

Attachment I – SDSBVI Comprehensive Plan & Signature Page

South Dakota Agency Comprehensive Plan

Free and Appropriate Public Education (FAPE) 34 C.F.R. §§ 300.101-300.108, 300.110; ARSD 24:05:13:02

The district/cooperative and all member schools/districts will make available to all children with disabilities residing in the district(s) between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school, as provided for in 300.530(d); 24:05:26 and 24:05:26.01, ARSD.

State monitoring -- Primary focus. ARSD 24:05:20:18.01. The department shall monitor the implementation of this article, enforce this article in accordance with §§ 24:05:20:23.03 and 24:05:20:23.04 and annually report on performance under this article. The primary focus of the department's monitoring activities shall be on:

- (1) Improving educational results and functional outcomes for all children with disabilities; and
- (2) Ensuring that public agencies meet the program requirements under Part B of the IDEA, with a particular emphasis on those requirements that are most closely related to improving educational results for children with disabilities.

As a part of its responsibilities under this section, the department shall use quantifiable indicators and such qualitative indicators as are needed to adequately measure performance in the priority areas identified in § 24:05:20:18.02 and the indicators established by the U.S. Secretary of Education for the state performance plan.

The South Dakota School for the Blind and Visually Impaired (SDSBVI) has formally adopted the following policies and procedures as their comprehensive plan for special education. The intent of this document is to identify the responsibilities of the district and the Agency (for purposes of this document, SDSBVI may be described as "Agency")

CERTIFICATION- I certify that I have read and reviewed the above assurance and will comply with all provisions of federal and state laws that apply to the South Dakota School for the Blind and Visually Impaired.

Signature of Authorized Official

Date

Typed Name and Title

Address/State/Zip

Telephone Number

*This page must be signed by the agency official listed above and returned to:

South Dakota School for the Blind and Visually Impaired (SDSBVI) Overview:

The South Dakota Board of Regents (BOR), the South Dakota School for the Blind and Visually Impaired (SDSBVI), and the South Dakota Department of Education Special Education Programs (SD DOE SEP) are committed to the assurance of appropriate educational services for children with disabilities as identified by the Individuals with Disabilities Education Improvement Act (IDEA) and Section 504 of the Rehabilitation Act of 1973, South Dakota Codified Law (SDCL) Chapter 13-37 (Special Assistance and Related Services), and the Administrative Rules of South Dakota (ARSD) Article 24:05 (Special Education). The SDSBVI will provide alternative placement educational programming to assist school districts to make free appropriate public education available to children whose visual impairments preclude satisfactory educational achievement in regular classes with the use of supplementary aids and services; outreach services directly and through consultation with school districts across South Dakota; lending library and related materials access for students and their families and school districts across the state; in-service training; coordinated services for students served in dual enrollment in the special school and Local Education Agency (LEA); evaluation; related technical assistance; extended school year, and transition. The DOE will ensure through compliance monitoring and the provision of ongoing technical assistance that SDSBVI is provided with the assistance to accomplish their mission of education to students with visual impairments.

All educational programs, evaluations, room and board, and other services provided by SDSBVI are provided at no cost to parents or local school districts. Districts remain responsible for travel as determined during the IEP process and for any and all additional services (i.e. OT, PT, psychological counseling, psychological testing, outside therapy, etc.) that are not conducted or covered by SDSBVI personnel or within SDSBVI's programming, but included in the IEP.

A further understanding of SDSBVI's approach to helping school districts in educating students can be found in the Interagency Agreement between SDSBVI, BOR, and SD DOE.

Section I.

Communication between the agency and district is vital to the success of the student. This includes communicating about meetings, evaluations, timelines, and etc. Identify who will be responsible for this (title and position).

The South Dakota School for the Blind and Visually Impaired (SDSBVI) Superintendent, Special Education Director, and/or designee will work with the LEA Superintendent, Special Education Director and/or designee on the communication and collaboration of meetings, evaluations, timelines, progress monitoring, and any other coordination of services.

Students, age 3-21, may be accepted and enrolled in SDSBVI Day or Residential Programs for Special Education Services. The LEA will be solely responsible for the development, monitoring, and provision of all special education services. The LEA will ensure SDSBVI is provided copies of all IDEA related documentation for the student.

Section II. Child Count

Child Count 34 C.F.R. §300.640; ARSD 24:05:17

- a. Child Count data is the collection of enrollment information for students with disabilities ages 3-21 that are receiving Special Education services. Accurate reporting ensures who is responsible for providing services to identified students. If your agency reports child count data, explicitly state the procedures for reporting data in the state Student Information System.

The SDSBVI secretary under the supervision of the Superintendent, Special Education Director, and/or Designee will input student specific data into the statewide Student Information Management System (SIMS) for students enrolled at SDSBVI.

The SDSBVI secretary under the supervision of the Superintendent, Special Education Director, and/or Designee will work with the LEA and the South Dakota Department of Education to ensure the accuracy and reliability of the data. SDSBVI will send copies of enrollment records to the LEA upon request from the district.

SDSBVI Superintendent, Special Education Director, and/or Designee will work with the SDSBVI secretary, the LEA, and South Dakota Department of Education to address any overlaps, corrections, errors, noncompliance issues, and responses.

SDSBVI does not report a child count.

Section III. Timelines

Evaluation 34 C.F.R. §300.122; ARSD 24:05:25

Yearly Review and revision of individual educational programs 34 C.F.R. §300.324; ARSD 24:05:27:08

- a. Special Education has explicit timelines that need to be followed. Those timelines are associated with;
 - i. Annual Meetings
 - ii. Eligibility
 - iii. Evaluation – Initial and reevaluation

Explain how your agency will work with the district to ensure that these timelines are followed.

The SDSBVI Superintendent, Special Education Director, and/or designee will work with the LEA Superintendent, Special Education Director and/or designee on the communication and collaboration of annual IEP meetings, evaluations, timelines, etc. Any discrepancies in timelines will be addressed through the SDSBVI Superintendent, Special Education Director and/or designee and the LEA. SDSBVI and the LEA will work together to ensure any needed copies of documentation related to the special education processes are within the cumulative files at both SDSBVI and the LEA.

Before an LEA places or refers a child to SDSBVI, the LEA shall initiate and conduct an initial evaluation to determine if the child is a child in need of special education or special education and related services, then, if applicable, the IEP team must meet to develop an individual educational program for the child in accordance with district procedures.

IEPs will be written annually (within 365 days of the previous plan) by the IEP team. For students enrolled on campus, Case Teachers play an important role in the development and implementation of the IEP for each student assigned to them. The exact dates for the IEPs will fluctuate each year. A current IEP must be on file at the beginning of the school year. IEPs must not extend beyond 365 days in duration.

Each student must have a comprehensive evaluation completed every three years or more frequently when requested by a parent or teacher. Comprehensive evaluations must be completed within twenty-five (25) school days from the parental consent. Eligibility determination and IEP development will occur within thirty (30) calendar days after the end of the 25 school days evaluation timeline. Exceptions to noted timelines can only be permitted through evaluation extensions granted by the parent/guardian.

Section IV. Individualized Education Program (IEP)

Development of the IEP 34 C.F.R. 300.112; ARSD 24:05:27

- a. Identify who will be responsible for writing the IEP. Some agencies have certified special education staff on-site and are capable of developing the IEP. Explicitly state which entity will be the party to complete the IEP.

Taken from the SDSBVI, BOR, SD DOE Interagency Agreement:

The school district will retain responsibility for providing a free appropriate public education to each child it has placed at the special school. The parties agree that when the special schools accept a student, they will assume responsibility for delivery of services outlined in the student's existing IEP and shall continue to provide them until such time as a new IEP has been developed.

The school district will co-chair IEP teams convened at the special schools, and the school district will provide special education or special education and related services identified by the IEP team as necessary for a student's free appropriate public education but not otherwise available at the special school.

SDSBVI provides qualified certified special education staff and related services to carry out Part B of the Individuals with Disabilities Education Act. SDSBVI strives to ensure certified, licensed, or otherwise fully certified personnel, including evaluators, teachers, and related service provider such as a speech language pathologist, are employed to provide special education and related services. If a service provider is needed to carry out the student's IEP and it is not a SDSBVI staff person, the LEA is responsible for contracting with outside service provider.

SDSBVI will work cooperatively and collaboratively with the LEA to complete the processes associated with the annual IEP. SDSBVI has procedures in place to guide the team in preparation and development of the IEP. The Superintendent, Special Education Director, and/or Designee will assist to ensure that the proper procedures are followed in the development, review, and revision of each IEP. This may include completing and mailing meeting notices and other correspondence relating to development, review, or revision of IEP's, adhering to timelines, composition of the IEP team, and properly completing each section of the IEP. The LEA will be responsible to complete the Parental Prior Written Notice following all meetings and decisions related to the IEPs. South Dakota IEP Technical Assistance Guide and the South Dakota Eligibility Guide available from the Department of Education Special Education Programs will be used as references in the development, review, and revision of each IEP.

- b. The agency works directly with the student and has the knowledge of the strengths and needs of the student. The district and the agency must work together to develop a comprehensive IEP based on the needs of the student. Describe your process of collaborating with the district to provide input into the IEP.

SDSBVI and the LEA will work together to create a draft of proposed ideas prior to the IEP meeting. The draft will be sent to the LEA and parents prior to the meeting. School Districts will be involved in the annual IEP meeting with the parents and SDSBVI staff. SDSBVI, school districts, parents, and providers will collaboratively work together to write the student's IEP. LEAs are encouraged to visit and observe students from the district within their classroom at SDSBVI to assist in keeping up to date with current needs. Progress reports will be provided to the LEA on a quarterly basis to assist them in overseeing student growth. SDSBVI and LEAs will continually monitor student's needs and progress to assist in determination of any changes to least restrictive environment is warranted.

- c. Every student on an IEP will have annual goals. These goals are written to be measurable and progress documented. Each student's progress must be reported to the parent as specified in the IEP. Describe whether the agency or district will be responsible for reporting the progress on the goals to the parent. If the agency will be responsible, designate how this task will be completed and who the progress will be shared with the parent/student/guardian/district/etc.

SDSBVI under the direction of the Superintendent, Special Education Director, and/or Designee and the leadership of the Case Teacher with collaboration of the interdisciplinary team will complete quarterly reports/progress reports at the end of each quarter. A copy of the progress report will be mailed to the resident school district, parent, guardian, and/or surrogate parent. Additional Progress reports will be available as requested by parents or local education agencies.

- d. The IEP identifies the individual services that each student with a disability will receive. These services identified in the IEP documents the amount of service and frequency related but not limited to, special education services, related services, transition services, etc. Describe who will be providing the services (the district or agency) and the process used to ensure that the services are given to the student as designated in the IEP.

The determination and implementation of special education services, related services, and transition services will be made by the IEP team. SDSBVI will implement/coordinate the special education services, related services (as related to contracted staff at SDSBVI), and transition services as indicated by the IEP. For South Dakota students that access the transition services of Vocational Rehabilitation Services, the team will work through the Vocational Rehabilitation counselor assigned to SDSBVI unless otherwise directed by the Vocational Rehabilitation Office.

Highly specialized services that are not available at SDSBVI will be coordinated and provided by the LEA.

SDSBVI provides qualified certified special education staff and related services to carry out Part B of the Individuals with Disabilities Education Act. SDSBVI strives to ensure certified, licensed, or otherwise fully certified personnel, including evaluators, teachers, and related service provider such as a speech language pathologist, are employed to provide special education and related services. If a service provider is needed to carry out the students IEP and it is not a SDSBVI staff person the LEA is responsible for contracting with outside service providers. The LEA is responsible for any filing of Medicaid Reimbursement for students placed in the day program. SDSBVI will contribute with any documentation that is needed for this process. Students enrolled at SDSBVI will follow the academic calendar year of the SDSBVI. Extended School Year (ESY) Services will be based on the SDSBVI Calendar rather than the calendar year of the LEA.

Section V. Evaluation

Completion of the evaluation 34 C.F.R. §300.122; ARSD 24:05:25

- a. Special education evaluations (initial or reevaluations) must be completed in a specific timeframe. For students of transition age, a transition evaluation must also take place. The district and the agency will determine who will be responsible for initiating the evaluation process. Communication between the agency and the district is significantly important to complete the evaluation. Explicitly state which entity and the process that will be used to conduct the evaluations; to include the standardized, transition, and skill based.

The SDSBVI serves children who have been determined eligible by their LEA prior to being accepted for placement. The LEA is responsible for ensuring that all children with disabilities are evaluated in accordance with the following regulatory provisions:

SDSBVI has procedures in place to guide the interdisciplinary team in preparation and development of the Parental Prior Written Notice for Consent and the Comprehensive Evaluation.

The Superintendent, Special Education Director, and/or Designee will assist the LEA to ensure that the proper procedures are followed during the development of Comprehensive Evaluations. This would include working with the team, LEA, and family to determine needed areas of assessment, completing the Parental Prior Written Notice for Consent to Evaluate and working with the parent/guardian/adult student for consent for the evaluation, coordinating the completion of the needed assessments, and development of the written comprehension evaluation. Standardized assessments and skill-based assessments will be administered and used to determine the present levels of academic achievement and related developmental needs and help the IEP team determine the need for special education and related services. Transition will be assessed for all students of transition age. SDSBVI will coordinate distribution of the evaluation reports completed at SDSBVI.

SDSBVI's Superintendent, Special Education Director, and/or Designee will work with the LEA/Designee on the coordination of the completion of assessments.

The South Dakota IEP Technical Assistance Guide and Eligibility Guide, available from the Department of Education Special Education Programs, will be used as references in the development, review, and determination of eligibility.

IEP team meeting date 34 C.F.R. §300.23; ARSD 24:05:27:02

Parent Participation 34 C.F.R. §; ARSD 24:05:30:02.01

IEP team 34 C.F.R. §300.321; ARSD 24:05:27:01.01

Special Education has specific laws that govern the meetings. The IEP team is the key element in making informed decisions for the best interest of the student. Communication with the district about who will be conducting the meetings (annual, eligibility, amendment, etc.) is essential.

- a. Meeting Notice –Prior to a meeting, the notice will be sent out. Content of the meeting notice includes date, time, location, purpose, or agenda, attendees, and contact information.
- b. Conducting - Please designate who will be conducting the meeting (district or agency). SDSBVI and the LEA will conduct the meeting with full collaboration with the parents/guardian and IEP team. Unless otherwise agreed upon, SDSBVI will assist the LEA in scheduling the meeting and will complete the meeting notice. A copy will be sent to the LEA for their cumulative file and to the parent/guardian/adult student.
- c. Location - Whether the meeting is initiated by the agency or district, describe how the parent, district, and agency will be involved.
The location of the meeting will typically be at SDSBVI unless other arrangements are made. SDSBVI has various technology available to promote participation when distance and travel are obstacles for participation. These options include dedicated conference systems and video technology.

- d. Attendance - Special Education law requires, at a minimum, that the parents of the student, regular education teacher (if student is participating in the regular education environment), at least one special education provider, representative of the school district that can make decisions about the availability of resources of the district, the student (if appropriate), and transition service participants (if applicable). Describe how the required attendees will be included if the meeting is being held at the agency.

SDSBVI will work with all participants to determine a mutually agreeable time for the meeting. Meeting invitations will be sent to individuals outside of SDSBVI by mail, electronic correspondence, or sent home with the student per parent and district preference. The team will make reasonable effort to promote the parent's participation in the IEP process. If after reasonable measures are taken to have the parents attend the meeting have been unsuccessful, the team will continue with the IEP meeting with the LEA. SDSBVI will continue to work with the parent to review the document via technology and through visits when they are on campus. Team members that must be excused from an IEP will be responsible for completion of an Excusal Form and document parent approval of their absence prior to the meeting. A copy of the excusal will be attached to the meeting notice and copy provided to the parents and the LEA.

Section VII. Parental Prior Written Notice

Content of Notice 34 C.F.R. §300.503; ARSD 24:05:30:04, 24:05:30:05

- a. Meeting Notice -Parents of students with disabilities are to be included in all IEP team meetings. These meetings are at a mutually agreed upon time and place. Parents are to be informed early enough to ensure that they will have the opportunity to attend. As for the Parental Prior Written Notice, is completed and given to the parent after a meeting has been held. This notice is provided as a recap of what was discussed in the meeting and should include what the district proposes or refuses to initiate or change in the identification, evaluation, or educational placement of the child and should be given to the parents five days before this change. Identify who will be responsible for the completion and delivery of these notices. (district or agency)

Unless otherwise agreed upon, SDSBVI will assist the LEA to complete and disseminate the meeting notice to all participants in the IEP team meeting, including the parents. A meeting notice will be sent to the LEA for their cumulative file.

All decisions of the team will be made jointly with the parents, SDSBVI IEP Team, and the LEA through the IEP process and will be specified on the child's IEP. The IEP will be in effect before special education and related services are provided to a child and will be implemented as determined by the dates on the Parental Prior Written Notice Form. If a parent makes a request during the IEP meeting and SDSBVI and/or the LEA declines to implement the request and a consensus is not met, the information will be documented on the Parental Prior Written Notice Form reflecting the request and will be sent to the family and SDSBVI documenting this

request and the reason why this proposed action is being declined. Additionally, the Parental Prior Written Notice Form will document additional information including proposed actions, requests that were rejected, the specific information used to assist in making decisions, and any additional information summarizing the discussions at the meeting not specifically documented within the IEP form. The LEA will complete the Parental Prior Written Notice Form during the meeting and coordinate its dissemination.

- b. The timelines of the notices are important and need to be provided to the parents within those timelines. Describe the process that will be used to ensure that the Notices are sent with adequate time.

SDSBVI maintains a database of the timelines for the Individual Education Plan and Comprehensive Evaluation. The meeting notices are generally sent out, if at all possible via student backpack, e-mail or US Mail, as soon as the proposed meeting is agreed to or the meeting is scheduled. The Parental Prior Written Notice summarizing the IEP or IEP Amendment will be handed out with the IEP to participants attending the meeting in person or at a mutually agreeable time.

Section VIII. Discipline Procedures

Authority of School Personnel 34 C.F.R. §300.530; ARSD 24:05:26:02.03, 24:05:26:09.03

Change of Placement for disciplinary removals 34 C.F.R. §300.536; ARSD 24:05:26:02.01

- a. Students that are on an IEP may exhibit minor to extreme behavior issues. Existing behavior plans in the IEP may need to be addressed. Specific guidelines exist and need to be followed for the suspension and expulsion of students on an IEP. Describe how behavior situations are handled at the agency and how the behavior will be communicated to the district.

When behavior situations arise that may or may not be addressed in the student's behavior plan, SDSBVI will work with the LEA to respond to the student's behavior needs as per SDSBVI, BOR, LEA and SD DOE policy.

Section IX. State and District Wide Assessment Procedures

Participation in Assessments 34 C.F.R. §300.160; ARSD 24:05:14:14, ARSD 24:05:14:14.01

- a. Students are required to participate in state assessments at certain grade levels. Some accommodations stated on their IEP may be needed for participation in the assessment. Identify the process for providing the state assessments to the appropriate students and describe how the accommodations are utilized.

The South Dakota School for the Blind and Visually Impaired ensures that all students with disabilities will be included in state and district assessments, with appropriate accommodations and alternate assessments when necessary. Parents will be informed of their child's participation during the course of the IEP meeting, including any necessary accommodations or any assessment that will be based on alternate or modified achievement standards. All student test results are submitted to the LEA that authorized placement.

Section X. Procedural Safeguards

Availability of mediation 34 C.F.R. §300.506; ARSD 24:05:30:09

Filing of due process complaints 34 C.F.R. §300.507; 300.508, 300.509; ARSD 24:05:30:07.01

Resolution process 34 C.F.R. §300.510; ARSD 24:05:30:08.09-.12

Impartial due process hearing 34 C.F.R. §300.511; ARSD 24:05:30:09.04

Hearing rights 34 C.F.R. §300.514; ARSD 24:05:30:12

Hearing decisions 34 C.F.R. §300.513, 300.514, 300.515, 300.516, 300.517; ARSD 24:05:30:11

Status of child during due process proceedings 34 C.F.R. §300.518; ARSD 24:05:30:14

- a. Identify the policies and procedures for addressing complaints and dispute resolutions.

PROCEDURAL SAFEGUARDS AND DUE PROCESS COMPLAINTS

The parties agree that DOE has the responsibility under IDEA to monitor the special schools in order to ensure compliance with IDEA. As such, the DOE has the responsibility to oversee corrective actions as a result of compliance monitoring. The parties agree that state and federal special education laws require that parents have access to due process procedures to resolve concerns about IEP plans or with the implementation of those plans. The parties agree that cooperation between the special schools and school districts will be essential to assure parents' recourse to effective decision-makers who have the financial resources to provide services found to be necessary. Each placement agreement should specify that the applicable special school and the school district will encourage parents to address concerns about IEP plans or the implementation of those plans to the special school superintendent for informal resolution. Such procedures shall not preclude the parents from requesting mediation or initiating due process complaints as permitted under ARSD 24:05:30:08.01. Due process complaints should be directed to the school district as they have the primary responsibility to provide a FAPE. In the event that a parent initiates a due process complaint, the applicable special school shall cooperate fully with the school

district in resolution sessions, or any meetings with parents to attempt to resolve the concern, in mediation sessions, if any, and in preparing for and participating in any formal hearings.

RESOLUTION OF DISPUTES BETWEEN SPECIAL SCHOOLS AND SCHOOL DISTRICTS

From time to time, disputes may arise between a special school and a school district concerning the identification, evaluation or educational placement of a child with a disability, or the provision of FAPE to the child. When such disputes cannot be resolved through other procedures, such as those established pursuant to ARSD chapter 24:05:15 (Appeals) or 24:05:30 (Procedural Safeguards), the process described herein will be available to the special schools and to school districts where IEP meetings, additional evaluations, and other procedures have failed to resolve the disputes between them. As with interagency disputes, during the pendency of this dispute resolution process, the parties will ensure that services required to provide FAPE will continue. Disputed service(s) currently being provided will continue until the outcome of the dispute resolution process. The implementation of disputed service(s) not previously provided will be pursuant to a decision reached through the following resolution process.

1. All attempts must be made to resolve disputes at the lowest possible level. Resolution attempts could include, but are not limited to: conferencing with the appropriate individuals involved or performing other fact-finding activities.
2. Mediation between the special school and the school district will be conducted at a mutually agreed-upon time and location. The cost of the mediator will be covered by the DOE. Cost of attending the mediation and representation by legal assistance is the responsibility of the affected institution or LEA.
3. When disputes cannot be resolved by mediation, a written explanation of the dispute will be sent to the Special Education Programs Director of DOE, the superintendent of the special school, and the superintendent of the LEA. These individuals, in consultation with each other, shall review the issues and make a determination as to how the dispute should be resolved. The decision will be shared in writing with each level involved within twenty (20) calendar days of receipt of request for the determination and will include reasons for the decision.
4. If a resolution is not obtained the matter will be referred to the Secretary of the South Dakota DOE and the Executive Director of the BOR. These individuals will jointly make a final determination with 30 calendar days.

INTERAGENCY DISPUTE RESOLUTION

When disputes arise between the parties that cannot be resolved through other means, the resolution process described herein will be available. During the pendency of the dispute resolution process, the parties will ensure that services, including disputed services, required to provide FAPE will continue.

1. All attempts will be made to resolve disputes at the lowest possible level.
2. When disputes cannot be resolved by the designated department representatives, a written explanation of the dispute will be sent to the Special Education Programs Director of DOE and the Superintendent of the respective special school. These individuals, in consultation with each other, shall review the issues and make a determination as to how the dispute should be resolved. The decision will be shared in writing with each level involved within twenty (20) calendar days of receipt of request for the determination and will include reasons for the decision.

3. If a resolution is not obtained through this process, then the matter will be referred to the Secretary of the DOE and the Executive Director of the BOR. These individuals will jointly make a final determination with 30 calendar days.

Section XI. File Maintenance

Confidentiality of Information 34 C.F.R. §300.123; ARSD 24:05:29, ARSD 24:05:21:05

Records regarding migratory children with disabilities 34 C.F.R. §300.213; ARSD 24:05:21:05

Destruction of information 34 C.F.R. §300.624; ARSD 24:05:29:15

- a. District policies and procedures on confidentiality of information. Describe the agencies policies and procedures.

The South Dakota School for the Blind and Visually Impaired ensures the compliance with all regulations regarding the confidentiality of personally identifiable information and all records according to 34 CFR 300.610 through 300.626.

CONFIDENTIALITY POLICY

The Confidentiality Policy of the South Dakota School for the Blind and Visually Impaired guarantees:

1. The complete privacy of school records of every enrolled student or former enrolled student from unwarranted inspection by or communication to any unauthorized individual or agency.
2. Upon request, the right of the parents or legal guardians of every student and the similar right of every eligible student to read or to have read, explained and interpreted to them each and every portion of the record in the primary language of the home.
3. All parents, even those not having custody of their children, have access to each record kept on a child, unless barred by the court.
4. Parents have rights under the Family Education Rights and Privacy Act (FERPA) and also under the Individuals with Disabilities Education Act (IDEA) and will receive annual notification of those rights in the Student/Parent Handbook.
5. Copies of SDSBVI policies on confidentiality and retention and destruction of records are available in the main office during regular business hours.

EMPLOYEE ACCESS: Current confidentiality regulations limit access to student files to specific personnel, who have a legitimate educational interest in the individual child. Records may be reviewed by authorized individuals between 8:00 am and 4:00 pm, Monday through Friday and at other times and days as circumstances permit. Access by authorized SDSBVI employees is not recorded on the Records Access Monitor. If a student file is to be removed from the office area, a record consisting of the name of student, date, and name of person using file must be entered on the form provided.

PARENT/STUDENT ACCESS: Parents, legal guardians, or eligible students have the right to inspect and review any educational records collected and maintained by the SDSBVI. Access by parents is not recorded on the Records Access Monitor. The school shall comply with a written request without unnecessary delay and within forty-five (45) calendar days after a request is received. Parents, legal guardians, or eligible students requesting records for use at an Individualized Educational Planning Committee meeting, a hearing, or a hearing appeal shall be given immediate access to the requested records. The SDSBVI presumes that both parents have authority to inspect and review records relating to his/her child unless notified in writing that a parent does not have the authority under applicable state law governing such matters as guardianship, separation, divorce or custody.

- b. Items to be in the file at the agency
 - i. IEP (most current)
 - ii. Psychology Report (most current)
 - iii. Eligibility Document (most current)
 - iv. Notices (most current) Meeting Notice, Parental Prior Written Notice, Consent for Evaluation, etc...

***If the agency is writing the IEP all required documentation

- c. Designate a staff person to be responsible for acquiring, sharing, and maintaining the documents.

SDSBVI Special Education Director and/or Designee, Case Teacher, and Educational Secretary are responsible for files of students enrolled for services on campus at SDSBVI. The most current copy of the above documents will be kept in hard copy. All documents are stored electronically in the statewide SIMS in each students respective folders.

- d. The student files are confidential and need to be located in a locked cabinet. Identify the location of the files.

Student educational records are maintained and filed in the staff workroom. Confidentiality is the shared responsibility of every staff member who works with the students at the SDSBVI. Every student's rights to privacy must be protected at all times. Those individuals who have access to the file in the central office are: Business Manager, Special Education Director, Educational Secretary, Student Services Director, and Superintendent.

When parents, legal guardians, or eligible students, because of a disability, cannot personally read the materials in the student record, a responsible adult may assist the requesting party to review the record in the presence of the administrator or administrator's representative.

- e. Transfer of records. Describe the agencies policies and procedures.

The SDSBVI will assist the LEA in transferring student records.

- f. Destruction of information. Describe the agencies policies and procedures.

IEPs must be retained by the SDSBVI for five years. Only the most current special education process documents will be in hard copy format and the entire collection will be in electronic format.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 7 – C
DATE: October 5-6, 2022

SUBJECT

West River Health Sciences and Monument Health

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 1:1](#) – General Authority, Powers, and Purpose of the Board

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

BACKGROUND / DISCUSSION

Per BOR Policy 5:3, any contract and agreement relating to the creation and operation of off-campus instructional sites intended to operate for one academic year or more must be provided to the Board for formal approval. Attachment I and Attachment II is a coalescing of work by multiple stakeholders including Monument Health (Rapid City), Black Hills State University, South Dakota State University, and the Board of Regents.

History:

In the late 1980's, an agreement between the Board of Regents and the West River Management Advisory Committee (WRMAC) was entered into and governed the nursing programs in western South Dakota. The original agreement for WRMAC included a lease option for the utilization of space between BOR and Monument Health.

Senate Bill 55 Task Force (SB55) recommendations included strong evidence to support movement to one nursing program. The recommendation of SB55 was that a memorandum of understanding would be entered in to govern the work of the WRHSC steering committee.

Lease Agreement:

The desire of Monument Health was to move the lease out of the original memorandum of understanding and into a new lease agreement (Attachment I). Therefore, this lease agreement will be entered into between the Board of Regents and Monument Health for space needs until the building project is completed at Black Hills State University.

(Continued)

DRAFT MOTION 20221006_7-C:

I move to approve the attached Lease and Memorandum of Understanding as presented authorizing the president of the board to sign. This Lease and Memorandum of Understanding replace any previous agreement with respect to the West River Health Science Center and Committee.

Attachment I was developed between Monument Health and the Board of Regents Legal Counsel with collaboration by both BHSU and SDSU. This lease will serve to control the agreement of space utilization between BOR and Monument Health.

Memorandum of Understanding:

As outlined in the June 2021 board item, “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”. The MOU as outlined in Attachment II will control the resource allocations in personnel and facilities, student advising, student recruitment expectations, and other reporting requirements shared between all parties. This MOU will be utilized by the West River Health Sciences Center steering committee to ensure increased communications and programming needs are accurately provided.

IMPACT AND RECOMMENDATION

This Lease and the Memorandum of Understanding has been evaluated by the WRHSC steering committee which includes representation from Monument Health, Black Hills State University, South Dakota State University, and the Board of Regents. Legal counsel Nathan Lukkes has evaluated the attached Lease and Memorandum of Understanding to ensure it meets the requirements of the Board of Regents.

Dr. Brian Maher recommends approval for both the Lease and the Memorandum of Understanding.

ATTACHMENTS

Attachment I – Draft Lease between Monument Health and the Board

Attachment II – Memorandum of Understanding

LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into this _____ day of _____, 2022 by and between Monument Health Rapid City Hospital, Inc., (hereinafter "Lessor") and the Board of Regents, a South Dakota body corporate and public, (hereinafter "Tenant") and collectively herein "Parties".

RECITALS:

WHEREAS, Lessor owns real property located at 1011 11th Street in Rapid City South Dakota that is suitable for the needs of Tenant; and

WHEREAS, Lessor currently leases a portion of said real property to Tenant in conjunction with the West River Nursing Education Programs Agreement dated July 1, 1989 and to which Lessor is a party; and

WHEREAS, Tenant is in the process of updating the Memorandum of Understanding (MOU) with the West River Health Science Center to which Lessor will not be party; and

WHEREAS, Lessor and Tenant have determined it is in their mutual best interests to enter into this Lease independent of the MOU; and

WHEREAS, the execution of this Lease shall have the effect of terminating the obligations of and between the parties set forth in the West River Nursing Education Programs Agreement dated July 1, 1989;

NOW, THEREFORE, the Parties do hereby agree as follows:

1. **PROPERTY:** Lessor agrees to lease to Tenant a portion of the property that is located at 1101 11th Street, Rapid City, South Dakota. The leased space consists of approximately twenty-eight thousand (28,000) square feet of exclusive use space, along with shared access to common areas (hereafter "Property") as shown on Exhibit A.
2. **USE OF PROPERTY:** The Property shall be used by Tenant for the purpose of operating an accredited nursing program ("Program") only and shall not be used for other purposes. Tenant shall not do or permit anything to be done in or about the Property, nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the building or any of its contents, or cause a cancellation of any insurance policy covering the building or any part thereof, or any of its contents. Tenant shall not do or permit anything to be done in or about the Property that will in any way obstruct or interfere with the rights of other tenants or occupants of the building, or injure or annoy them, or use or allow the Property to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance or loitering in, on or about the Property.
3. **TERM:** This Lease shall commence on _____, 2022 and shall expire on _____, 2023. This Lease shall automatically renew for successive twelve (12) month terms unless one party notifies the other in writing of its intention to terminate the lease at least ninety (90) days prior to the end of the current term. The Parties agree that the Lease may be renewed on a month-to-month basis if mutually beneficial to both Parties and agreed to at least ninety (90) days prior to the end of the current term.
4. **TERMINATION:** The Parties agree that the Lease may be terminated in any of the following events:

- a. At the end of the initial term or any renewal term upon ninety (90) day notice given by either party prior to the end of the relevant term;
- b. Action by Legislature to discontinue funding of the Program;
- c. Upon agreement, in writing, of both Parties to terminate as of the date contained in such writing;
- d. Upon a material breach of the Lease and the failure of the alleged breaching party to rectify the matter within ninety (90) days of the written notice of the alleged breach;
- e. Upon thirty (30) days' notice in the event this Lease or the contributions Lessor made pursuant thereto cause or threaten to cause the loss of Lessor's tax exempt status, licensure, or reimbursement; or threaten to or result in Lessor's disqualification to participate in government sponsored or tax exempt service, reimbursement or financing programs; or result in like penalty.

In the event of termination of this Lease, Tenant agrees to return and quietly surrender the Property. The Parties further agree to use their good faith efforts to the extent not restricted by budgetary, contract, legal, administrative, or other concerns, to terminate the Lease in a manner which causes the least adverse effect to the Parties and the beneficiaries or the Program. No beneficiary or other third party shall, however, have the right in equity or at law, to enforce the aforesaid provision.

5. RENT: Lessor agrees to lease the Property to Tenant free of rent except for payment of certain expenses as may be otherwise provided below.
6. REPAIR AND MAINTENANCE: Tenant shall maintain the interior of the Property in good condition and repair and shall keep the property free from hazards, or dangers of fire or any nuisance.

Lessor shall, at its cost and expense, make all repairs in and to the Property except when the disrepair is due to carelessness, omission, neglect, improper conduct or other cause of the Tenant or the respective employees, agents, students, or visitors of the Tenant in which event the damage shall be repaired, restore or replaced promptly by the Tenant at its cost and expense and to the satisfaction of Lessor. Any repairs, restorations, or replacements for which the Tenant is responsible may be made, upon request and at a mutually agreed cost, by Lessor in which case the Tenant shall reimburse Lessor within sixty (60) days of receipt of a bill therefor. Any repairs, restoration or replacements made by the Tenant shall be subject to prior approval by Lessor and shall be in quality and class equal to the original work and shall be done by a professional contractor.

Lessor will maintain and keep in reasonable repair the roof and exterior of the building including sidewalks and parking area.

For purposes of safety, the Tenant understands and agrees to notify the Lessor as soon as reasonably possible of any needed repairs of which they have knowledge, and agree not to undertake repairs without first notifying Lessor. The Tenant understands that Lessor has maintenance personnel available to respond to emergencies. Such personnel may be contacted twenty-four hours per day by calling Plant Operations 605-755-8888 or through the hospital switchboard 605-755-1000.

7. FIXTURES: All structural fixtures, equipment, and improvements attached to or built into the space demised at the commencement of this Lease by Lessor or at the expense of the Tenant shall be and remain part of the Property and shall not be removed by the Lessor unless such removal will not materially damage the structural soundness of the building and upon the further condition that the cost of repairing any damage to the Property arising from such removal shall be paid by the Tenant.
8. FURNISHINGS, EQUIPMENT & RESOURCES: As further consideration for the operation of the Program, Lessor agrees to allow Tenant use of the office and classroom equipment and furniture

currently located in the Property. Maintenance, repair, and/or replacement of any equipment and all furnishings shall be at the sole cost of the Tenant. It is understood and agreed that any furniture and equipment purchased by the Tenant for replacement or otherwise shall be and remain the sole property of the Tenant except as provided in paragraph 6 above.

Tenant agrees that termination of this Lease for any reason shall terminate the Tenant's right to use the above resources and the furnishings and equipment originally owned by Lessor for which the Tenants have not expended maintenance or repair approximating its fair market value.

9. **INSURANCE:** Lessor, at its cost and expense, shall insure the property against loss or damage by fire or other broad form casualty and will maintain a policy of general liability insurance coverage.

Tenant, at its sole cost and expense, shall keep in force during the term of this Lease general liability insurance with limits of at least \$1,000,000.00 per occurrence for injuries to or death of persons occurring in, on or about the Property, naming Lessor as additional insured. Tenant shall provide Lessor with proof of such coverage which shall provide that Lessor must be given ten (10) day notice of any insurance cancellation. Tenant shall likewise be responsible for carrying, and shall pay the cost of any casualty insurance as Tenant deems appropriate, with respect to any of Tenant's personal property and equipment.

10. **UTILITIES AND SERVICE:** Lessor shall be responsible for providing utility service to the Property to the same extent that it provides such services to the remainder of the building. Lessor will furnish the following services as a part of Tenant's rent:

- a. Any utilities including fuel and electricity, provided through existing utility systems, necessary to provide heat, lighting and air conditioning;
- b. Janitorial and office cleaning service including removal of refuse;
- c. Installation and replacement of all necessary light bulbs, starters and ballasts;
- d. Elevator service in common with other occupants;
- e. Painting of interior walls as necessary to maintain adequate appearance, and
- f. Removal of ice and snow from the sidewalks, driveway and parking area.

Lessor does not warrant that any of the above services will be free from interruption caused by repair, renewals, improvements, alterations, strikes, accidents inability to obtain fuel supplies or any other causes beyond the reasonable control of Lessor. No such interruption of service shall be deemed a material breach of this Lease nor render Lessor liable to Tenant for damages provided, however, that Lessor will at all times use reasonable efforts to promptly remedy any situation that interrupts such services.

11. **PARKING:** Lessor grants to Tenant, the common use with other occupants of the building, of the off-street parking located on the property. Such parking is limited and Tenant agrees to comply with reasonable requests on limiting the number of spaces available for use. Lessor agrees to repair, maintain, remove snow and illuminate the parking lot at its expense.
12. **ALTERATIONS, IMPROVEMENTS AND SIGNS:** Tenant shall not make or cause to be made any alterations, additions or improvements to or of the Property or any part thereof without the advance written consent of Lessor and any alterations, additions or improvements to or of said Property, except movable furniture and trade fixtures, shall at once become a part of the realty and belong to Lessor. Tenant shall obtain Lessor's consent prior to placing any signs on or about the Property.

13. **HAZARDOUS MATERIALS HANDLING:** Tenant shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for Tenant's use of the Property, including without limitation, discharge of materials or waste into or through any sanitary sewer serving the Property. Except as discharged into the sanitary sewer in strict accordance and conformity with all applicable hazardous materials laws, Tenant shall cause any and all hazardous materials removed from the Property to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes. Tenant shall in all respects handle, treat, deal with and manage any and all hazardous materials in, on, under or about the Property in total conformity with all applicable hazardous materials laws and prudent industry practices regarding management of such hazardous materials. Upon expiration or earlier termination of this term of the Lease, Tenant shall cause all hazardous materials to be removed from the Property and transported for use, storage or disposal in accordance and compliance with all applicable hazardous materials laws. Tenant shall not take any remedial action in response to the presence of any hazardous materials in or about the Property, nor enter into any settlement agreement, consent decree or other compromise in respect to any claims relating to any hazardous materials in any way connected with the Property without first notifying Lessor of Tenant's intention to do so and affording Lessor ample opportunity to appear, intervene or otherwise appropriately assert and protect Lessor's interest with respect thereto.
14. **QUIET ENJOYMENT:** Lessor warrants that upon Tenants performance and use as covenanted, they shall and may peaceably have, hold and enjoy the Property demised for the term of this Lease subject to the term of this Lease and for so long as Lessor or its affiliates are the owners of the Property.
15. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein and shall not sublet the Property or any part thereof, or any right or privilege appurtenant thereto or permit any other person to occupy or use the Property, or any portion thereof, without the advance written consent of Lessor. The Tenant may, however, without the prior written consent of Lessor, allocate the exclusive space granted to it pursuant to this Lease, between or among its participating institutions or its nursing programs as it, solely, deems appropriate so long as adequate space is provided for the nursing program's operation and the Tenant does not at any time occupy space in the excess of that granted.
16. **INDEMNIFICATION:** Each Party shall be responsible for its own negligence.
17. **ENTRY BY LANDLORD:** Lessor reserves and shall at any reasonable time have the right to enter the Property, to inspect the same and to supply such service as is to be provided by Lessor to Tenant hereunder, to show said Property to prospective purchasers of the building, prospective mortgagees, lenders or tenants, to post notices of non-responsibility, and to alter, improve or repair the Property and any portion of the building of which the Property are a part, always providing that the business of Tenant shall not be unreasonably interfered with.
18. **NOTICES:** All notices and other communications hereunder shall be in writing and shall be deemed to have been given when mailed by first-class certified mail, postage prepaid, addressed to:

Lessor: Monument Health Rapid City Hospital, Inc.
 Attn: Real Estate Department
 P.O. Box 6000
 Rapid City, SD 57709-6000

Tenant: Board of Regents
 Attn: Legal Counsel
 306 E Capitol Ave, Suite 200
 Pierre, SD 57501

19. MISCELLANEOUS.

- (a) Governing Laws. This Lease shall be interpreted, constructed, and governed according to the laws of the State of South Dakota, without regard to the principles of conflict of laws.
- (b) Entire Agreement. This Lease constitutes the entire agreement between the parties with respect to the subject matter hereof and shall bind and inure to the benefit of the parties. Any litigation pertaining in any manner to this Lease shall only be conducted in the Seventh Judicial Circuit Court for the State of South Dakota, located in Rapid City, Pennington County, South Dakota.
- (c) Waiver. The failure to enforce or to require the performance at any time of any of the provisions of this Lease shall in no way be constructed to be a waiver of such provisions, and shall not affect either the validity of this Lease or any part hereof or the right of any party thereafter to enforce each and every provision in accordance with the terms of this Lease.
- (d) Severability. If any term, provision, covenant, or condition of this Lease is found to be invalid, void, or unenforceable, the remainder of the Lease shall remain in full force and effect and shall in no way be affected, impaired, or invalidated, unless to do so would be materially destroy the underlying purpose of the Lease.
- (e) Change of Law. In the event of a change of law affecting the enforceability or legality of this Lease, the Parties shall use their best efforts to renegotiate this Lease to conform to change of law and to preserve the interests of the parties hereunder.

20. **INTEGRATION AND MERGER:** This Lease contains the entire agreement of the Parties. No other promises, covenants or consideration are a part of this Lease. All of the Parties' discussions regarding this Lease are incorporated herein or intentionally omitted. For avoidance of doubt, this Lease terminates the obligations of and between the Parties set forth in the West River Nursing Education Programs Agreement dated July 1, 1989.

IN WITNESS WHEREOF, this Lease has been executed as of the date first noted above by:

LESSOR
Monument Health Rapid City Hospital, Inc.

TENANT
Board of Regents of the State of South Dakota

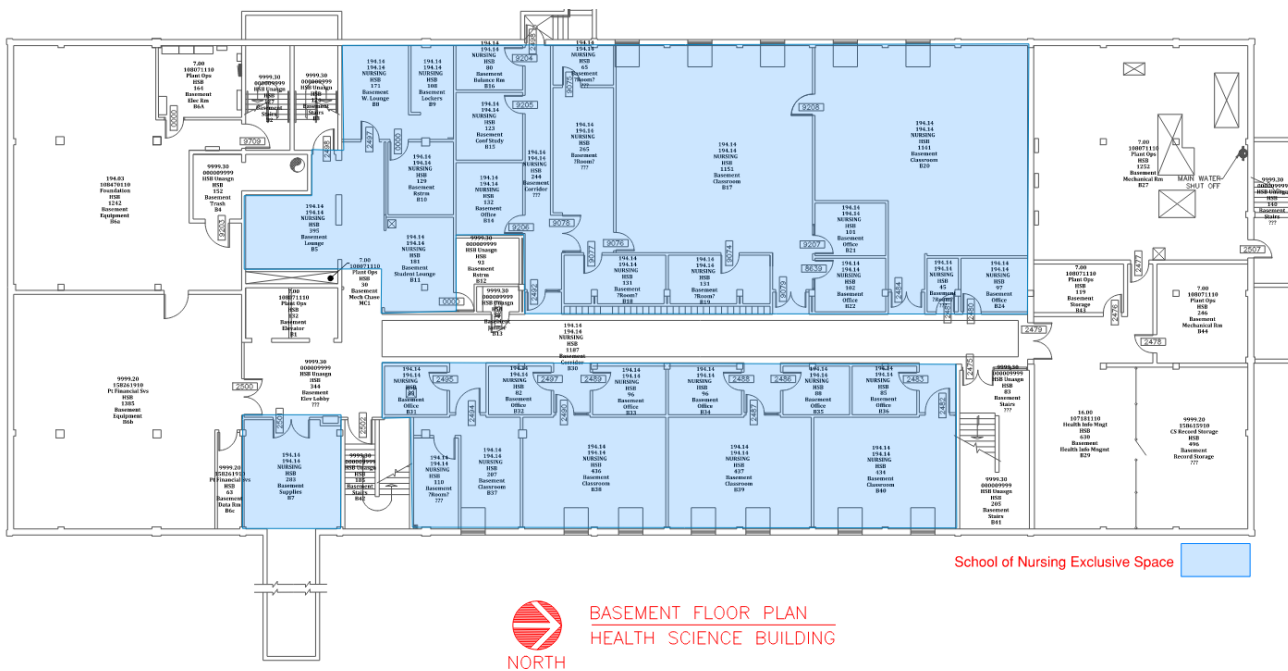
By: _____

By: _____

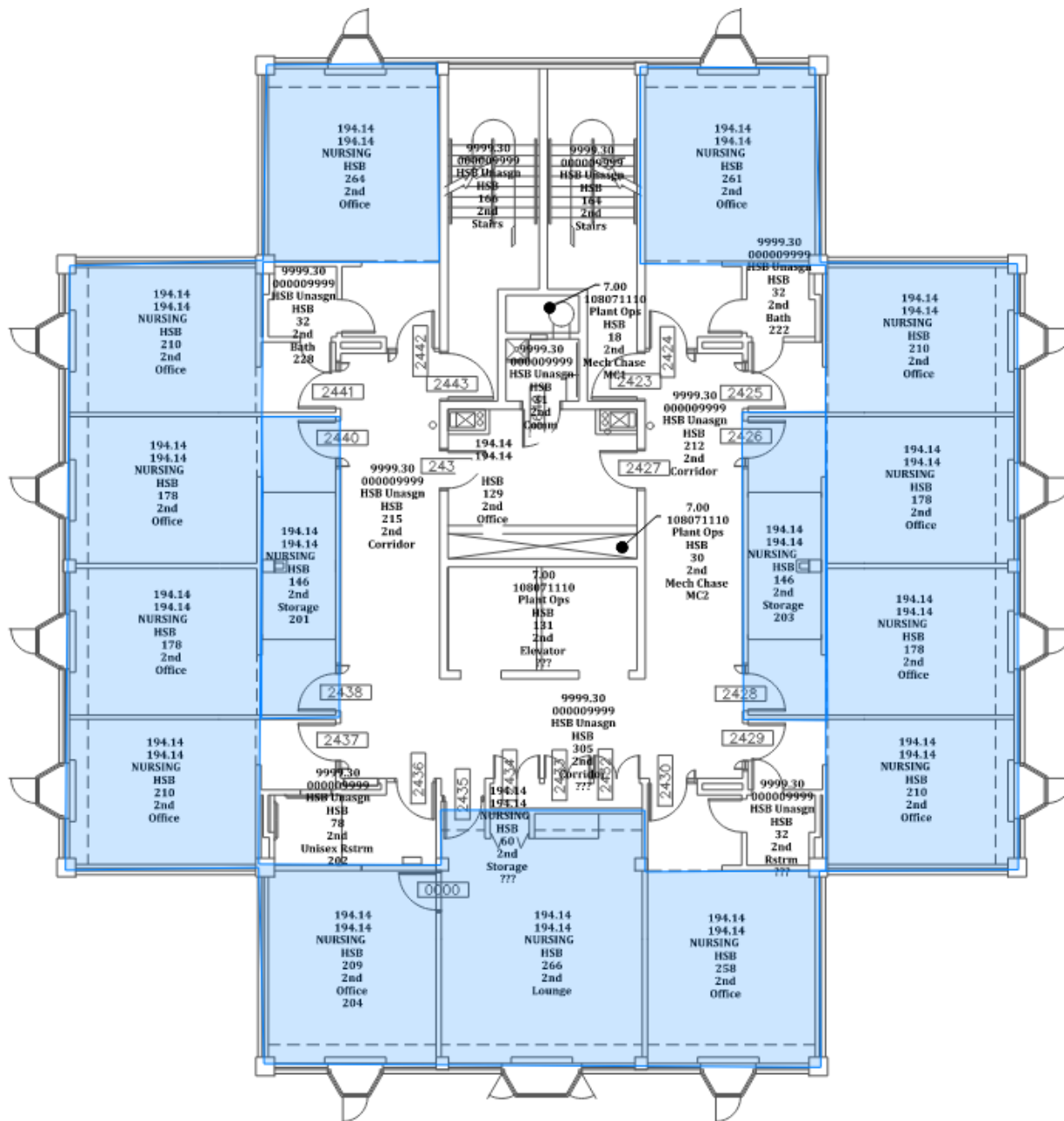
Its: _____

Its: _____

Exhibit A – Floor Plan







School of Nursing Exclusive Space



2ND FLOOR PLAN
HEALTH SCIENCE BUILDING

West River Healthcare Consortium Agreement Governance, Funding, and Operations Model

This Agreement (“Agreement”), which is subject to the approval and oversight of the Board of Regents (“BOR”), is entered into by and between Black Hills State University (“BHSU”) and South Dakota State University (“SDSU”) for the purpose of outlining the roles, responsibilities, and expectations of the Parties regarding the delivery of certain programming at the West River Health Science Center (“WRHSC”) in Rapid City, an expansion of BHSU-RC.

WHEREAS, nursing education in Rapid City has a long history, with the legislature appropriating funding by way of SB31 during the 1989 legislative session to expand nursing education through the establishment of associate and baccalaureate degree nursing programs West River through a cooperative effort among SDSU, the University of South Dakota (“USD”), and Rapid City Regional Hospital; and

WHEREAS, in the fall of 1989, the West River Management Advisory Council was created, by way of an MOU between the BOR and Rapid City Regional Hospital (now Monument Health), to manage the West River Nursing Education Programs; and

WHEREAS, in 2005, Dakota State University (“DSU”), who was partnering with Rapid City Regional Hospital for its Respiratory Care program, was invited to join the West River Advisory Council, which prompted its name change to the West River Healthcare Consortium Management Advisory Committee; and

WHEREAS, in 2019, DSU transferred its Respiratory Care program to SDSU; and

WHEREAS, in 2020, the WRHSC was formally adopted and approved by the BOR, which was a coordinated effort between BHSU, SDSU, USD, Monument Health (“MH”), the West River Area Health Education Center (“WRAHEC”), and other stakeholders interested in advancing the west river workforce needs in nursing and healthcare; and

WHEREAS, in 2021, the BOR approved SDSU as the sole nursing program within the WRHSC, with BHSU providing the prerequisite programming for entry into the nursing major at SDSU, with USD phasing out its BSN program west river in academic years 2021-2022 and 2022-2023; and

WHEREAS, the execution of this Agreement shall have the effect of terminating any prior agreement(s) and/or understanding(s) of the Parties regarding the subject matter hereof, with the terms and conditions of this Agreement controlling; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. **PURPOSE:** This Agreement shall fix the terms and conditions of the Parties’ cooperative efforts to support the offering of SDSU’s standard and accelerated Bachelor of Science in Nursing (“BSN”) degree programs, as well as various graduate degree programs, and

BHSU's Associate of Science Applied Health Sciences ("Applied Health Sciences") degree program at the WRHSC and/or BHSU's campus in Spearfish, to address the targeted local workforce needs for Rapid City and the surrounding region ("Western South Dakota"). These efforts shall include promoting access for site-bound students, both traditional and non-traditional, in addition to enhancing seamless transfer opportunities between relevant associates and baccalaureate degrees.

2. **PROGRAMMING:** The current healthcare programs at the WRHSC consist of SDSU's BSN Nursing Program and BHSU's Applied Health Sciences Program (collectively, "Healthcare Programs"). The Healthcare Programs shall be based out of the WRHSC in Rapid City and/or BHSU's campus in Spearfish for the Applied Health Sciences Program, but will adhere to the faculty standards, curricula, philosophy, goals, policies, and other aspects of the programs offered at or through the home campus (i.e., SDSU or BHSU) to ensure Commission on Collegiate Nursing Education (CCNE) and State Board of Nursing approval. The education shall be comparable in quality to that provided at the home campus, and regular communication between the WRHSC-based Healthcare Programs and home campuses is required, as appropriate. The required pre-nursing curriculum will be offered by BHSU through their Applied Health Sciences curriculum.
3. **OBLIGATIONS OF THE PARTIES:** In furtherance of the purposes and intent of this Agreement, the Parties shall perform the functions and roles set forth below.
 - A. BHSU shall be directly responsible for:
 1. Administrative management of the WRHSC, to include the provision of student success services, including, but not limited to, student advising, financial aid advising, academic advising, and technology assistance/support. However, once a student has matriculated to SDSU, then SDSU shall assume the lead role in all student success services.
 2. Monitoring and reporting on all students enrolled, registered, and newly matriculated into the WRHSC, to include coding of all Applied Health Students and pre-nursing students intending to pursue SDSU's BSN in the manner prescribed by the BOR Vice President for Academic Affairs.
 3. Offering the primary pre-nursing program for WRHSC students planning to pursue SDSU nursing baccalaureate programs at the WRHSC, except for those transfer students who already meet or exceed the credit hours needed for participation in such programs.
 4. Implementing, facilitating, or recommending student recruitment strategies for the programs at the WRHSC addressed in this Agreement.
 5. Communicating and collaborating with SDSU on all the Applied Health Sciences needs at or through the WRHSC, to include, without limitation, enhancing student retention and completion in Healthcare Programs.
 6. Supporting and maintaining the Healthcare Programs, to include, without limitation, collaborating with SDSU to identify any necessary changes in programing, structure, or operation of this Agreement.
 7. Collaborating with SDSU to facilitate the recruitment, enrollment, and advising of pre-healthcare students and the delivery of pre-healthcare and non-healthcare

supportive or requisite course work as required by each Healthcare Program.

8. To the extent possible, providing classroom space for nursing courses necessary to supplement the space to be provided by MH in its Lease Agreement with BOR. Upon completion of the renovation and construction of the WRHSC authorized in SB 43 during the 2022 legislative session, BHSU will provide all facilities (for all aspects) of the Healthcare Programs at the WRHSC.

B. SDSU shall be directly responsible for:

1. Managing and maintaining all aspects of the baccalaureate and graduate nursing programs offered at or through the WRHSC, subject only to BOR policy or direction, and the terms of this Agreement.
2. Working with BHSU to dual assign students into both the BHSU Applied Health Sciences Program and the SDSU Nursing Program, as appropriate.
3. Implementing, facilitating, or recommending student recruitment strategies for the programs at the WRHSC addressed in this Agreement.
4. Reviewing and validating reporting on registered and newly matriculated students to the WRHSC with the WRHSC Academic Coordinator.
5. Ensuring all students intending to pursue SDSU's BSN at the WRHSC are coded in the manner prescribed by the BOR Vice President for Academic Affairs.
6. Communicating and collaborating with BHSU on all Applied Health Sciences needs at or through the WRHSC, to include, without limitation, ensuring the WRHSC Academic Coordinator has the information necessary to provide timely and accurate communication to students at the WRHSC pursuing degrees through SDSU.
7. Supporting and maintaining the WRHSC programming identified herein, to include, without limitation, collaborating with BHSU to identify any necessary changes in programming, structure, or operation of this Agreement.
8. Collaborating with BHSU to assist with technology assistance/support and the testing center for students once the students have matriculated to SDSU.

At all times through the term of this Agreement, the BOR shall maintain its role as the governing body of the parties hereto, providing the necessary approvals, facilitation and/or coordination necessary to further the objectives of this Agreement. The BOR shall have the overall authority to establish, manage, and maintain all aspects of the WRHSC programming in accordance with BOR Policy, as it would any other post- secondary educational instruction within the system. The Parties shall adhere to all applicable BOR policies and the associated processes in furtherance of this Agreement.

4. **HOME CAMPUS RESPONSIBILITIES:** The "Home Campus" shall mean the campus through which the student is enrolled, regardless of the student's physical location. The Home Campus will manage all tuition, fees, financial assistance, academic records and reports, resident credit, graduation and honors requirements, curriculum and program courses of study, accreditation, budget, faculty and staff, and office and clinical facilities. The Home Campus will permit students enrolled in Healthcare Programs to have all the rights and privileges on their campus (related to activities and facilities) as would one of their own enrolled students. The Home Campus will be the bookstore servicing campus for

students enrolled in Healthcare Programs at WRHSC; however, bookstores may be managed online for students or the WRHSC Bookstore can assist with book orders. Library services are managed online by the student's Home Campus.

5. **TERM:** This Agreement shall commence upon signature, with the initial terms expiring on June 30, 2024. This Agreement shall automatically renew without modification of its terms and conditions for successive one-year terms (July 1 – June 30), unless the Parties otherwise mutually agree in writing to amend the Agreement, or the Agreement is terminated in accordance with Section 6 below.
6. **TERMINATION:** It is the intent of the parties that this Agreement and WRHSC Healthcare Programs created hereby shall endure and provide long-term benefit to the citizens and healthcare delivery system(s) of Western South Dakota. However, all parties recognize that it may be necessary or prudent to terminate this Agreement and therefore agree that it may be terminated in the following events:
 - A. At the end of the initial term, or any renewed term, upon one hundred eighty (180) days' notice given prior to the end of the relevant term;
 - B. Action by the South Dakota State Legislature to discontinue funding of the WRHSC-based Healthcare Programs;
 - C. Failure on the part of either Party hereto to receive required approvals or accreditation from third parties or upon the failure of any conditions precedent to the ability of the parties to commence their obligations hereunder;
 - D. Upon the enactment of any law in the State of South Dakota specifically prohibiting performance of this Agreement; and
 - E. Action of the BOR necessitating or requiring termination of the Agreement.
7. **STEERING COMMITTEE:** The WRHSC Steering Committee ("Steering Committee") is hereby formed to provide input and support to the BOR, BHSU, and SDSU, to enhance recruitment and delivery of the Healthcare Programs offered by and through the WRHSC.
 - A. **Charge.** The Steering Committee shall be advisory to the BOR and shall function at the request of the BOR. The BOR may seek advice from the Steering Committee on matters including, but not limited to:
 1. Providing resolution on issues uniquely related to the WRHSC-based healthcare programs;
 2. Providing recommendation(s) to the BHSU, SDSU, and/or MH when problems occur;
 3. Reviewing the healthcare program budgets as they relate to WRHSC needs and goals, and make recommendations thereon;
 4. Reviewing recruitment and enrollment plans for consistency with market need for healthcare graduates in Western South Dakota and the broader service area, and reviewing the availability of direct and in-kind resources available to support those efforts;
 5. Reviewing and providing recommendations on reports related to the subject matter

of this Agreement;

6. Providing oversight of any other ad hoc committees as may be necessary to support or assist the WRHSC; and
7. Creating and/or provide reports requested by the BOR.

B. Voting Members. The Steering Committee shall be comprised of the following voting members:

1. Three (3) representatives from BHSU, appointed by the President of BHSU, or their designee;
2. Three (3) representatives from SDSU, appointed by the President of SDSU, or their designee; and
3. One (1) representative from MH, appointed by the President & CEO of MH, or their designee.

C. Non-voting Members. The Steering Committee will also include the following ex-officio members, without voting rights:

1. BOR Chief Academic Officer;
2. WRHSC Academic Coordinator; and
3. WRAHEC Academic Representative.

D. Meetings. The WRHSC Academic Coordinator shall facilitate the meetings and call for agenda items from the Steering Committee. Additional participants may be invited to attend meetings of the Steering Committee to present information to aid in informing the decisions and/or recommendations of the Steering Committee. The Steering Committee shall meet as necessary to fulfill its obligations and responsibilities, but no less frequently than quarterly.

8. FERPA: The parties acknowledge the confidential nature of certain data, information and/or records that may be shared, accessed, or received in the delivery or facilitation of the Healthcare Programs identified herein, which may include education records that are subject to the privacy requirements established under the Family Education Rights and Privacy Act of 1974, 20 USC §1232g, 34 CFR Part 99 ("FERPA"). With respect to any such data, information and/or records shared, accessed or received hereunder, the Parties constitute "school officials" with a "legitimate educational interest" under FERPA in their respective roles in providing for the delivery or facilitation of the healthcare programs identified herein. The Parties will adhere to all confidentiality requirements pertaining to any data, information and/or records shared, accessed or received pursuant to this Agreement, exercising at least the same level of diligence used to protect and safeguard its records of a like nature.

9. MISCELLANEOUS:

- A. Governing Laws. This Agreement shall be interpreted, constructed, and governed according to the laws of the State of South Dakota, without regard to the principles of conflict of laws. Any litigation pertaining in any manner to this Lease shall only be

conduct in the Seventh Judicial Circuit Court for the State of South Dakota, located in Rapid City, Pennington County, South Dakota.

- B. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall bind and inure to the benefit of the parties. This Agreement may not be amended or otherwise changed unless agreed to in writing by the Parties. Nothing contained in this Agreement shall be construed to permit the assignment or delegation of any rights or duties under this Agreement without the written consent of the other Party.
- C. Waiver. The failure to enforce or to require the performance at any time of any of the provisions of this Agreement shall in no way be constructed to be a waiver of such provisions, and shall not affect either the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every provision in accordance with the terms of this Agreement.
- D. Severability. If any term, provision, covenant, or condition of this Agreement is found to be invalid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated, unless to do so would be materially destroy the underlying purpose of the Agreement.
- E. Change of Law. In the event of a change of law affecting the enforceability or legality of this Agreement, the Parties shall use their best efforts to renegotiate this Agreement to conform to change of law and to preserve the interests of the parties hereunder.
- F. Integration and Merger: This Agreement contains the entire agreement of the Parties pertaining to the subject matter. No other promises, covenants or consideration related thereto are a part of this Agreement. All of the Parties' discussions regarding this Agreement are incorporated herein or intentionally omitted. For avoidance of doubt, this Agreement terminates the obligations of and between the Parties set forth in or resulting from the West River Nursing Education Programs Agreement dated July 1, 1989.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed, each by its duly authorized officer, on the dates stated below.

South Dakota State University

Black Hills State University

Name
Title

Name
Title

Date

Date

Acknowledged and approved by:
South Dakota Board of Regents

Name
Title

Date

DRAFT

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 7 – D (1)

DATE: October 5-6, 2022

SUBJECT

BOR Policies 1:10:1 through 1:10:6 – University Mission Statements (First and Final Reading)

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 1:10:1](#) – University of South Dakota Mission Statement

[BOR Policy 1:10:2](#) – South Dakota State University Mission Statement

[BOR Policy 1:10:3](#) – South Dakota School of Mines and Technology Mission Statement

[BOR Policy 1:10:4](#) – Black Hills State University Mission Statement

[BOR Policy 1:10:5](#) – Dakota State University Mission Statement

[BOR Policy 1:10:6](#) – Northern State University Mission Statement

[SDBOR Strategic Plan](#)

[Senate Bill 55 Recommendations](#)

BACKGROUND / DISCUSSION

Excerpt from Senate Bill 55 (SB55) Recommendation:

The Task Force recommends the Board of Regents institute a new institutional mission framework that more clearly defines the individual contributions and expertise of each institution.

Excerpt from the August Board Retreat:

Goal 1 of the strategic plan is Governance, and states that “The Board of Regents shall govern the six public universities and two special schools to engage, advocate and ensure stewardship in post-secondary public education policy, resource utilization and overall Regental effectiveness.” One of the objectives outlined in Goal 1 includes mission review and revision.

The executive director and the presidents began embarking on the mission work during winter of 2021 after the Senate Bill 55 recommendations were approved by the Board of Regents. This work included various discussions during their Council of Presidents and Superintendents (COPS) meetings and during the COPS retreat. At the August BOR

(Continued)

DRAFT MOTION 20221005_7-D(1):

I move to (1) waive the two-reading requirement of By-Laws Section 5.5.1, and (2) approve the first and final reading of the new proposed BOR Policies 1:10:1 through 1:10:6, as presented in Attachment I.

retreat, a discussion with the Board of Regents was held to discuss various aspects for the attached updated BOR Policies. The universities were able to work on drafting of the policy documents before the Board of Regents in this item.

Specifically, the policies will now include the following sections:

1. Purpose
2. Definitions
3. University Structure
4. Academic Curriculum and Credentials
5. Research and Economic Development [for Research and Special Focus]
6. Partnerships [for Comprehensive Regional]

These updated policies now reflect a more university specific mission for which the university has been designated as one of three categories: Comprehensive Regional, Special Focus or Research. These designations were initially recommended by the SB55 taskforce and further adopted by the Board of Regents and universities.

IMPACT AND RECOMMENDATION

Provided in Attachment I are the final clean versions of the new mission statements for each of the universities.

Since the Board of Regents and the universities have worked over the past several months to complete this final revision, it is recommended by Dr. Brian Maher for approval of BOR Policy 1:10:1, 1:10:2, 1:10:3, 1:10:4, 1:10:5, and 1:10:6.

By approving these policies, this will conclude the current work on the Mission Review as recommended by the SB55 Taskforce report and satisfy in part the strategic plan on the policy revision of the mission statements.

ATTACHMENTS

Attachment I – BOR Policy 1:10:1 University of South Dakota;
BOR Policy 1:10:2 South Dakota State University;
BOR Policy 1:10:3 South Dakota School of Mines and Technology;
BOR Policy 1:10:4 Black Hills State University;
BOR Policy 1:10:5 Dakota State University; and
BOR Policy 1:10:6 Northern State University



SOUTH DAKOTA BOARD OF REGENTS

Policy Manual



SUBJECT: University of South Dakota Mission Statement

NUMBER: 1:10:1

A. PURPOSE

The South Dakota Board of Regents regards the research universities of South Dakota as valuable contributors to the state's system of higher education. Research universities offer a broad array of undergraduate, graduate, and professional programs and are characterized as doctoral granting with a Carnegie Classification of very high or high research activity.

Universities operating within this sector are nationally recognized research institutions with significant commitments to the receipt of external funding. In addition, research universities promote the research activities of their faculty, staff, and students. The Board of Regents recognizes that research universities have unique characteristics and are critical to the state and the South Dakota system of higher education.

The principles outlined in this policy serve as overarching directions for research universities reflecting efficient and effective roles in scholarly research and economic development. In addition, research university functions align with Board of Regents strategies to advance student access, affordability, degree completion rates, and quality education.

B. DEFINITIONS

1. **Board of Regents:** Defined as the constitutional body responsible for governing the Unified System of Public Higher Education in South Dakota, which encompasses its supervision, coordination, management, and regulation. Board of Regents Policy 1:0, 1:1 and SDCL § 13-49 through § 13-53 provides the authority to govern academic programming.
2. **Institution:** Defined as one of the six (6) universities: Black Hills State University, Dakota State University, Northern State University, South Dakota School of Mines and Technology, South Dakota State University, and University of South Dakota.
3. **Statutory Mission:** The institutional mission defined under South Dakota Codified Law (SDCL).
4. **Carnegie Classification:** A classification given to a university or college. The Carnegie Classification of Institutions of Higher Education provides a framework for recognizing and describing institutional diversity in the United States.
5. **Doctoral University – High Research Activity:** USD has a Carnegie Classification of doctoral university/high research activity. This classification includes institutions that awarded at least 20 research/scholarship doctoral degrees during the update year and

institutions with below 20 research/scholarship doctoral degrees that awarded at least 30 professional practice doctoral degrees in at least two programs.

C. UNIVERSITY OF SOUTH DAKOTA ORGANIZATIONAL STRUCTURE

University of South Dakota (USD), being the first postsecondary university in the Dakotas (1862), known as the flagship university with a comprehensive statutory portfolio. USD understands its identity and responsibility to ensure full implementation of teaching and learning; research, scholarship, and creative activity; and service and outreach.

USD has fundamental units serving the state of South Dakota:

1. **Main Campus (Vermillion):** The University of South Dakota's main campus in Vermillion is the state's oldest postsecondary institution. The campus primarily serves residential students in undergraduate, professional, and graduate programs. The campus includes the College of Arts & Sciences, Beacom School of Business, School of Health Sciences, School of Education, and College of Fine Arts. The Native American Studies center is hosted on the campus of USD.
2. **Sanford School of Medicine:** The Sanford School of Medicine is the only public medical school in South Dakota. The school provides nationally recognized medical education and research with an emphasis on rural medicine.
3. **Knudson School of Law:** The Knudson School of Law is the only public law school in South Dakota. The school prepares lawyers and judges for the federal, state, and American Indian justice systems.
4. **University of South Dakota – Sioux Falls:** USD – Sioux Falls (USD-SF) is a non-residential satellite site of USD specifically connected to the health sciences hub including nursing, social work, nurse anesthesia practice, center for the prevention of child maltreatment, and center for rural health improvement. In addition, USD-SF will also provide offering toward educational and business career pathways and other workforce needed programs as approved.
5. **Discovery District and GEAR Center:** The Discovery District and the Graduate Education and Applied Research (GEAR) Center exist as part of a public/private research park in Sioux Falls.

D. ACADEMIC CURRICULUM AND CREDENTIALS

USD is statutorily authorized through SDCL § 13-57-1 and 3-57-3.1 to offer academic programs in the liberal arts and sciences and education and is authorized by statute to offer business, fine arts, law, and medical education. USD has the authority to credential certificates, associate degrees, baccalaureate degrees, master's degrees and doctoral degrees provided formal approval by the Board of Regents. SDCL § 13-57-3.2 designated USD to provide the Native American studies center. The Board of Regents may authorize academic programs outside of the statutory mission as identified by the Regents due to workforce needs, strategic needs of the state, etc. All program requests must comply with BOR Policy 2:23 and 2:23.1.

E. RESEARCH AND ECONOMIC DEVELOPMENT

The Carnegie Classification of Doctoral/High Research Activity designates USD as an institution providing comprehensive graduate programming as part of their research activities. This designation includes offering degrees in a breadth of fields, both in professional practice and research-focused programming, at the doctoral level.

USD's basic and applied research and creative scholarly activities support a vibrant South Dakota economy and solve critical problems within the state and region. Examples include developing improved treatments for veterans with Post Traumatic Stress Disorder and identifying the distribution and spread of invasive, noxious weeds in farmland.

In partnership with the National Institute of Standards and Technology and the Small Business Administration, USD provides crucial state-wide support to South Dakota's small- and medium-sized businesses. These partnerships help manufacturers improve their processes and enterprises identify new product lines.

FORMS / APPENDICES:

None

SOURCE:

BOR March 1991; BOR October 1992; BOR December 1993; BOR May 1996; BOR December 2001; BOR December 2003; BOR October 2019; BOR October 2022.



SOUTH DAKOTA BOARD OF REGENTS

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SUBJECT: South Dakota State University Mission Statement

NUMBER: 1:10:2

A. PURPOSE

The South Dakota Board of Regents regards the research universities of South Dakota as valuable contributors to the state's system of higher education. Research universities offer a broad array of undergraduate, graduate, and professional programs and are characterized as doctoral granting with a Carnegie Classification of very high or high research activity.

Universities operating within this sector are nationally recognized research institutions with significant commitments to externally funded impactful research. Faculty, staff, and students are actively involved in research activities. The Board of Regents recognizes that research universities have unique characteristics within the South Dakota system of higher education.

The principles outlined in this policy serve as overarching directions for research universities reflecting efficient and effective roles in research and economic development. Research university functions align with Board of Regents strategies to advance student access, affordability, degree completion rates, and quality education.

B. DEFINITIONS

1. **Board of Regents:** Defined as the constitutional body responsible for governing the Unified System of Public Higher Education in South Dakota, which encompasses its supervision, coordination, management, and regulation. Board of Regents Policy 1:0, 1:1 and SDCL § 13-49 through § 13-53 provides the authority to govern academic programming.
2. **Institution:** Defined as one of the six (6) universities: Black Hills State University, Dakota State University, Northern State University, South Dakota School of Mines and Technology, South Dakota State University, and University of South Dakota.
3. **Statutory Mission:** The institutional mission defined under South Dakota Codified Law (SDCL).
4. **Carnegie Classification:** A classification given to a university or college. The Carnegie Classification of Institutions of Higher Education provides a framework for recognizing and describing institutional diversity in the United States.
5. **Doctoral University – High Research Activity:** SDSU has a Carnegie Classification of doctoral university/high research activity. This classification includes institutions that awarded at least 20 research/scholarship doctoral degrees during the update year and institutions with below 20 research/scholarship doctoral degrees that awarded at least 30 professional practice doctoral degrees in at least two (2) programs.

- 6. Land-grant Organization:** A land-grant college or university is an institution that has been designated by its state legislature or Congress to receive the benefits of the Morrill Acts of 1862, 1890, and 1994. A key component of the land-grant system is the agricultural experiment station program created by the Hatch Act of 1887 and the cooperative extensions service created by the Smith-Lever Act of 1914.

C. SOUTH DAKOTA STATE UNIVERSITY ORGANIZATIONAL STRUCTURE

South Dakota State University (SDSU) was granted the responsibility to serve as the State of South Dakota's land-grant institution of higher education through the federal enabling act of statehood in 1889. With this responsibility came the expectation to collaborate and partner with other land-grant universities throughout the United States to ensure groundbreaking discoveries and technologies positively impacting society.

SDSU understands its identity and responsibility as the state's land-grant university. This understanding extends to the tripartite mission of the 1862 Morrill Act, 1887 Hatch Act, and the 1914 Smith-Lever Act, with responsibility for teaching and learning; research, scholarship, and creative activity; and service and outreach.

SDSU has fundamental units serving the state of South Dakota:

- 1. Main Campus (Brookings):** South Dakota State University is the states land-grant university, headquartered in Brookings, South Dakota, with extension, teaching, outreach, and other activities throughout the state. The SDSU mission statement is grounded in the tripartite mission of teaching and learning at the undergraduate and graduate levels; research, scholarship, and creative activity; and service and outreach. The research mission is one of the cornerstones of a land grant university and directly supports educational programming content. The campus serves residential students in undergraduate, professional, and graduate programs. The campus includes the College of Agriculture, Food & Environmental Sciences, College of Arts, Humanities, & Social Sciences, College of Education & Human Sciences, College of Natural Sciences, College of Nursing, College of Pharmacy & Allied Health Professionals, and the Jerome J. Lohr College of Engineering.
- 2. Agricultural Experiment Station (Statewide):** Agriculture Experiment Station (AES) is authorized by SDCL § 13-58-11 and tightly couples with the universities research mission. SDSU's research mission is to find solutions to current problems surrounding the environment, food production, nutrition, and economics, as well as identify opportunities for the future. The new knowledge created from our AES research enhances the quality of life in South Dakota through the beneficial use and development of human, economic and natural resources. In addition to enhancing the quality of life in our state, AES research directly supports the teaching programs offered by the College of Agriculture, Food and Environmental Sciences, the College of Education & Human Sciences, the College of Arts, Humanities and Social Sciences, the College of Natural Sciences, and the educational programs delivered by SDSU Extension.
- 3. Cooperative Extension (Statewide):** As a cornerstone of SDSU's land-grant university mission and authorized by SDCL § 13-54-1, SDSU Extension empowers citizens to be more competitive and successful in our growing global economy through education and

technical training or assistance. Its' purpose is to foster a learning community environment that empowers citizens to advocate for sustainable change that will strengthen agriculture, natural resources, youth, families, and the communities of South Dakota.

4. **State Animal Disease Research and Diagnostic Laboratory:** Critical to the mission of SDSU, and authorized by SDCL 13-58-13, is located at the main campus in Brookings, South Dakota.

D. ACADEMIC CURRICULUM AND CREDENTIALS

SDSU is statutorily authorized through SDCL § 13-58.1, to offer academic programs in the liberal arts and sciences and professional education in agriculture, education, engineering, home economics, business economics, nursing, and pharmacy. SDSU has the authority to credential certificates, associate degrees, baccalaureate degrees, master's degrees and doctoral degrees provided formal approval by the Board of Regents. The Board of Regents may authorize academic programs outside of the statutory mission as identified by the Regents due to workforce needs, strategic needs of the state, etc. All program requests must comply with BOR Policy 2:23 and 2:23.1.

E. RESEARCH AND ECONOMIC DEVELOPMENT

As part of its land-grant mission, SDSU has a robust research enterprise including, but not limited to, the Agricultural Experiment Station and SDSU Extension, which provides a connection for scientists and South Dakota residents, taxpayers, and producers. SDSU is strongly committed to extending the research discovery and best practices to producers and consumers across the state, nation, and world.

Public university research and innovations feed growth and resiliency in South Dakota's economy. The state of South Dakota's land-grant university mission drives real solutions to dynamic challenges through research-based discovery and innovation. High quality, leading-edge university research programs also develop a knowledge-based workforce. University faculty engaged in research, scholarship and creative activity best serve our students as they are current and informed in their evolving discipline resulting in a high-quality educational experience for all students. Undergraduate students participating in rigorous land-grant university research gain experiential learning that differentiates them in the marketplace. Graduate students in land-grant university research laboratories gain hands-on research experience and leadership skills they use to drive innovation in the private and public sectors. SDSU's fundamental assets for fulfilling its land-grant research mission are stable, talented faculty and modern, reliable facilities and specialized equipment.

FORMS / APPENDICES:

None

SOURCE:

BOR March 1991; BOR May 1996; BOR December 2003; BOR May 2011; BOR October 2019; BOR October 2022.

DRAFT



SOUTH DAKOTA BOARD OF REGENTS

Policy Manual



SUBJECT: South Dakota School of Mines and Technology Mission Statement

NUMBER: 1:10:3

A. PURPOSE

The South Dakota Board of Regents regards the special focus universities of South Dakota as valuable contributors to the state's system of higher education. Special focus universities have a high concentration of degrees in a single field or set of related fields. Special focus universities offer master's and doctoral programs within their special focus area.

Universities operating within this sector are nationally recognized to promote research activities of their faculty, staff, and students. South Dakota School of Mines and Technology's (South Dakota Mines') research is propelling the workforce, economy, and student experience. The Board of Regents recognizes that special focus universities have unique characteristics and are critical to the success of the South Dakota system of higher education.

The principles outlined in this policy serve as overarching directions for special focus universities reflecting efficient and effective roles in scholarly research and economic development. In addition, special focus university functions align with the Board of Regents strategies to advance student access, affordability, degree completion rates, and quality education.

B. DEFINITIONS

- 1. Board of Regents:** Defined as the constitutional body responsible for governing the Unified System of Public Higher Education in South Dakota, which encompasses its supervision, coordination, management, and regulation. Board of Regents Policy 1:0, 1:1 and SDCL § 13- 49 through § 13-53 provides the authority to govern academic programming.
- 2. Institution:** Defined as one of the six (6) universities: Black Hills State University, Dakota State University, Northern State University, South Dakota School of Mines and Technology, South Dakota State University, and University of South Dakota.
- 3. Statutory Mission:** The institutional mission defined under South Dakota Codified Law (SDCL).
- 4. Carnegie Classification:** A classification given to a university or college. The Carnegie Classification of Institutions of Higher Education provides a framework for recognizing and describing institutional diversity in the United States. The Carnegie classification for South Dakota Mines (Mines) is a master's colleges and universities: medium programs. This classification is for institutions that award at least 50 master's degrees and fewer than 20 doctoral degrees.

5. **Special Focus University:** The Board of Regents has designated Mines as a special focus university. A special focus designation typically includes institutions that offer a high concentration of degrees in a single field or related fields.

C. SOUTH DAKOTA MINES ORGANIZATIONAL STRUCTURE

1. **Main Campus (Rapid City):** The Mines main campus located in Rapid City primarily serves residential students in undergraduate and graduate programs in STEM fields specific to the engineering and natural sciences. The campus includes the departments of Chemistry, Biology, and Health Sciences; Chemical and Biological Engineering; Civil and Environmental Engineering; Electrical Engineering and Computer Science; Geology and Geological Engineering; Humanities and Social Sciences; Industrial Engineering; Materials and Metallurgical Engineering; Mathematics; Mechanical Engineering; Mining Engineering and Management; Nanoscience and Biomedical Engineering; and Physics.
2. **Mining Experiment Station (Rapid City):** Designated as a department by SDCL 13-60.4 and is located on the main campus in Rapid City, South Dakota.
3. **Museum of Geology and Paleontology (Rapid City):** Designated as a department by SDCL 13-60.8 and is located on the main campus in Rapid City, South Dakota.

D. ACADEMIC CURRICULUM AND CREDENTIALS

Mines is statutorily authorized, under SDCL § 13-60-1, to offer academic STEM fields specializing in engineering and natural sciences. Mines has the authority to offer the following academic credentials: certificates, associate degrees, baccalaureate degrees, master's degrees and doctoral degrees provided formal approval by the Board of Regents. The Board of Regents may authorize academic programs outside of the statutory mission as identified by the Regents due to workforce needs, strategic needs of the state, etc. All program requests must comply with BOR Policy 2:23 and 2:23.1.

E. RESEARCH AND ECONOMIC DEVELOPMENT

Special research focus universities in South Dakota perform a wide range of research initiatives. While Mines has an emphasis in the areas of Engineering and the Sciences; its research provides the maximum opportunity to students seeking to study with top researchers and pursue careers in science and engineering. This is most important for those students pursuing graduate education. Collaborative partnerships continue to evolve between the special focus universities and the research universities. This research pierces the boundaries in generating new innovative ideas. Therefore, Mines collaborates with Regental and other research universities, governmental agencies, and industry from across the nation.

In addition to providing graduate student experience, research is a critical driver of both innovation and economic development. Working together with business and industry, Mines will foster continued research, economic development and innovation in South Dakota, the Great Plains region, and throughout the United States, and around the world.

FORMS / APPENDICES:

None

SOURCE:

BOR March 1991; BOR May 1996; BOR December 2003; BOR October 2019; BOR October 2022.

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SOUTH DAKOTA BOARD OF REGENTS

Policy Manual



BLACK HILLS
STATE UNIVERSITY

SUBJECT: Black Hills State University Mission Statement

NUMBER: 1:10:4

A. PURPOSE

The South Dakota Board of Regents regards the regional universities of South Dakota as valuable contributors to the state's system of higher education. The regional universities serve the educational and programming needs of their geographic region and offer several undergraduate and limited master's-level programs. The emphasis is on teaching and service with a limited focus on basic or applied research activity.

Universities operating within this sector are nationally recognized to promote access to affordable education in a regional location. Black Hills State University (BHSU) focuses on personalized teaching and student services. BHSU has unique characteristics and is critical in advancing student access, affordability, degree completion, and quality education in South Dakota.

The principles outlined in this policy serve as overarching directions for comprehensive universities reflecting efficient and effective roles in educational programming, professional development, community partnerships, and community engagement.

B. DEFINITIONS

1. **Board of Regents:** Defined as the constitutional body responsible for governing the Unified System of Public Higher Education in South Dakota, which encompasses its supervision, coordination, management, and regulation. Board of Regents Policy 1:0, 1:1 and SDCL § 13-49 through § 13-53 provides the authority to govern academic programming.
2. **Institution:** Defined as one of the six (6) universities: Black Hills State University, Dakota State University, Northern State University, South Dakota School of Mines and Technology, South Dakota State University, and University of South Dakota.
3. **Statutory Mission:** The institutional mission defined under South Dakota Codified Law (SDCL).
4. **Carnegie Classification:** A classification given to a university or college. The Carnegie Classification of Institutions of Higher Education provides a framework for recognizing and describing institutional diversity in the United States.
5. **Master's Colleges and University:** BHSU has a Carnegie Classification of master's colleges and universities-smaller programs. This classification includes institutions that awarded at least 50 master's degrees.

C. BLACK HILLS STATE UNIVERSITY ORGANIZATIONAL STRUCTURE

1. **Main Campus (Spearfish):** Black Hills State University's (BHSU) main campus located in Spearfish primarily serves traditional and non-traditional students with a larger population of part-time students in the undergraduate and master's programs. A sizeable percentage of students are either first-generation, low-income students, or students balancing their education with work and family. As a smaller campus, this comprehensive regional university offers a small unique campus culture. The campus includes the departments of Business, Education, Humanities, Performing and Visual Arts, Communications, Mathematics, Natural and Social Sciences, Studies in the Outdoors and Human Performance, and American Indian Studies.
2. **BHSU-Rapid City:** BHSU-Rapid City (BHSU-RC) is a non-residential satellite site of BHSU specifically connected to the health sciences. In addition, BHSU-RC will also provide offering toward tourism and other workforce needed programs as approved.

D. ACADEMIC CURRICULUM AND CREDENTIALS Curriculum

BHSU is statutorily authorized to offer academic programs as outlined in SDCL § 13-59-1 in the preparation of elementary and secondary teachers, and a secondary purpose is to offer preprofessional, one-year and two-year terminal and junior college programs. BSHU has the authority to credential certificates, associate degrees, baccalaureate degrees, and master's degrees provided formal approval by the Board of Regents. SDCL § 13-59-2.1 designated BHSU to provide the western regional Native American studies center. The Board of Regents may authorize academic programs outside of the statutory mission as identified by the Regents due to workforce needs, strategic needs of the state, etc. All program requests must comply with BOR Policy 2:23 and 2:23.1.

E. PARTNERSHIPS COMPREHENSIVE REGIONAL UNIVERSITY

Black Hills State University has several special partnerships with other entities resulting in established Centers or focused outreach efforts.

1. **Sanford Underground Research Laboratory:** Through an agreement with the South Dakota Science and Technology Authority, BHSU operates an underground laboratory at SURF. This lab's mission is to serve as a user facility by contracting with other labs at SURF to detect and count neutrinos. The lab provides many opportunities for undergraduate research. In addition, BHSU's partnership with SURF has expanded to include an artist in residency program, and the Sanford Science Education Center operates through a partnership with BHSU School of Education. This partnership is visibly evident on campus through the Sanford Science Education Center located Jonus Hall.
2. **South Dakota CEO:** This Women's Business Center is funded through the Small Business Administration and serves women entrepreneurs and small business owners throughout the state. Services include assisting with business start-up and expansions as well as general trainings and consulting services.
3. **Crazy Horse Memorial and the Indian University of North America:** Through an MOU, BHSU serves as the credit-bearing academic partner to the Indian University of

North America. Approximately 50-60 students attend special programs sponsored by Crazy Horse in the summer with courses offered by BHSU.

4. **Ellsworth Air Force Base:** Through an MOU, BHSU is one of two universities approved to offer programs and courses on base at Ellsworth. The MOU is effective through 2025.
5. **Black Hills State University at Rapid City:** BHSU provides administrative oversight and general operations to the higher education center in Rapid City. In addition, BHSU offers about 80% of all courses at the Center. Recently, the West River Health Science Center was approved to as a partnership between BHSU and SDSU to provide expanded nursing education to the Rapid City area.

F. ROLE WITH SD COLLEGES AND UNIVERSITIES

1. **Synergy with Community and Technical Colleges:** The success of regional universities will depend on collaborative work with regional community and technical colleges. As a regional comprehensive, partnering with the technical colleges is foundational to the mission. Partnerships should include programming, dual admissions, and advising.
2. **Synergy with Regental Universities:** As a regional comprehensive, partnering with regental institutions is essential; therefore, BHSU will build strong program partnerships with the other five (5) public universities. Program to Program agreements, collaboration with faculty and programming should be central to the mission of the regional comprehensive university.

FORMS / APPENDICES:

None

SOURCE:

BOR March 1991; BOR May 1995; BOR May 1996; BOR December 2003; BOR August 2006; BOR October 2019; BOR October 2022.



SOUTH DAKOTA BOARD OF REGENTS

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SUBJECT: Dakota State University Mission Statement

NUMBER: 1:10:5

A. PURPOSE

The South Dakota Board of Regents regards the special focus universities of South Dakota as valuable contributors to the state's system of higher education. Special focus universities have a high concentration of degrees in a single field or set of related fields. Special focus universities offer master's and doctoral programs within their special focus area.

Universities operating within this sector are nationally recognized to promote research activities of their faculty, staff, and students. Dakota State University's research is propelling the workforce, economy, and student experience. The Board of Regents recognizes that special focus universities have unique characteristics and are critical to the success of the South Dakota system of higher education.

The principles outlined in this policy serve as overarching directions for special focus universities reflecting efficient and effective roles in scholarly research and economic development. In addition, special focus university functions align with the Board of Regents strategies to advance student access, affordability, degree completion rates, and quality education.

B. DEFINITIONS

1. **Board of Regents:** Defined as the constitutional body responsible for governing the Unified System of Public Higher Education in South Dakota, which encompasses its supervision, coordination, management, and regulation. Board of Regents Policy 1:0, 1:1 and SDCL § 13-49 through § 13-53 provides the authority to govern academic programming.
2. **Institution:** Defined as one of the six (6) universities: Black Hills State University, Dakota State University, Northern State University, South Dakota School of Mines and Technology, South Dakota State University, and University of South Dakota.
3. **Statutory Mission:** The institutional mission defined under South Dakota Codified Law (SDCL).
4. **Carnegie Classification:** A classification given to a university or college. The Carnegie Classification of Institutions of Higher Education provides a framework for recognizing and describing institutional diversity in the United States.
5. **Special Focus University:** DSU has a Carnegie Classification of special focus. This classification includes institutions offer a high concentration of degrees in a single field or related fields. DSU is designated as a special focus in the computer science fields.

6. **Computing and Information Technologies (CIT):** This is defined to include any computers, storage, networking and other physical or virtual devices, infrastructure, architecture, processes, and policies to create, store, secure, access, use, analyze, exchange, manage and govern all forms of electronic data and their enabling technologies,
7. **Cyber Security:** Defined as a focus within CIT and Cyber that deals with strategic threat assessment, protecting and securing the CIT/Cyber Technologies and data from criminal or unauthorized access. The security approaches range from offensive (Cyber Operations) to defensive (Cyber Defense and Network Security).

C. DAKOTA STATE UNIVERSITY ORGANIZATIONAL STRUCTURE

1. **Main Campus (Madison):** The Dakota State University's (DSU) main campus located in Madison serves residential students in undergraduate, professional, and graduate programs. The campus includes the colleges of Arts and Sciences, Business and Information Systems, Education, and The Beacom College of Computer and Cyber Sciences.
2. **National Presence:** Dakota State University offers specialized degrees to students from across the United States and beyond. DSU shall be the computing and information technologies and cyber security leader for the state of South Dakota, and a recognized leader across the United States.

D. ACADEMIC CURRICULUM AND CREDENTIALS

DSU is statutorily authorized under SDCL § 13-59-2.2 to offer academic programs computer management, computer information technologies, cyber security, education with an emphasis in computer and technology systems, and other related undergraduate and graduate programs. Students who attend Dakota State University pursue highly technical degrees with a broad focus in current and emerging computing and information technologies/cyber security that emphasize innovation, leadership, application, and research. DSU has the authority to credential certificates, associate degrees, baccalaureate degrees, master's degrees and doctoral degrees provided formal approval by the Board of Regents. The Board of Regents may authorize academic programs outside of the statutory mission as identified by the Regents due to workforce needs, strategic needs of the state, etc. All program requests must comply with BOR Policy 2:23 and 2:23.1.

E. RESEARCH AND ECONOMIC DEVELOPMENT

Special research focus universities in South Dakota perform a wide range of research initiatives. While Dakota State University has an emphasis in the areas of Computer Sciences, DSU's educational and research activities address all aspects of current, emerging, and future Computer and Information Technologies/Cyber Security. Dakota State University's research provides the maximum opportunity to students seeking to study with top researchers and pursue careers related to the technological fields. This is most important for those students pursuing graduate education. DSU conducts (3) three types of research increasing student growth which results in discovery, creativity, or innovation:

faculty-driven discipline-specific research; collaborative, problem-driven applied research in all CIT/Cyber Security areas through the Madison Cyber Labs (MadLabs®)

Regionally located in eastern South Dakota provides a unique hub where Dakota State University and South Dakota State University (also regionally located in eastern South Dakota) complement each other in Agricultural Technological fields. Collaborative partnerships continue to evolve between the special focus universities and the research universities. This research pierces the boundaries in generating new innovative ideas. In addition to providing graduate student experience, research is a critical driver of both innovation and economic development.

Working together with business and industry in Madison, Sioux Falls, and all of South Dakota, Dakota State University will foster continued research in South Dakota, economic development in South Dakota, and innovation throughout the United States. Specifically related, Dakota State University offers highly specialized research in support of national security and defense through DSU's Applied Research Lab (ARL). The research activities of the MadLabs® and ARL drive innovation, workforce development, and economic development for South Dakota.

FORMS / APPENDICES:

None

SOURCE:

BOR March 1991; January 1994; BOR May 1996; BOR October 1999; BOR August 2000; BOR December 2003; BOR August 2006; BOR August 2007; BOR October 2019; BOR October 2022.



SOUTH DAKOTA BOARD OF REGENTS

Policy Manual



SUBJECT: Northern State University Mission Statement

NUMBER: 1:10:6

A. PURPOSE

The South Dakota Board of Regents regards the regional universities of South Dakota as valuable contributors to the state's system of higher education. The regional universities serve the educational and programming needs of their geographic region and offer several undergraduate and limited master's-level programs. Faculty emphasis is on teaching, scholarly research and creative activity, and service.

Universities operating within this sector are nationally recognized to promote access to affordable education in a regional location. Northern State University (NSU) focuses on personalized teaching and student services and expands access through its special emphasis on E-Learning. NSU has unique characteristics and is critical in advancing student access, affordability, degree completion, and quality education in South Dakota.

The principles outlined in this policy serve as overarching directions for comprehensive universities reflecting efficient and effective roles in educational programming, professional development, community partnerships, and community engagement.

B. DEFINITIONS

1. **Board of Regents:** Defined as the constitutional body responsible for governing the Unified System of Public Higher Education in South Dakota, which encompasses its supervision, coordination, management, and regulation. Board of Regents Policy 1:0, 1:1 and SDCL § 13-49 through § 13-53 provides the authority to govern academic programming.
2. **Institution:** Defined as one of the six (6) universities: Black Hills State University, Dakota State University, Northern State University, South Dakota School of Mines and Technology, South Dakota State University, and University of South Dakota.
3. **Statutory Mission:** The institutional mission defined under South Dakota Codified Law (SDCL).
4. **Carnegie Classification:** A classification given to a university or college. The Carnegie Classification of Institutions of Higher Education provides a framework for recognizing and describing institutional diversity in the United States.
5. **Master's Colleges and University:** NSU has a Carnegie Classification of master's colleges and universities-smaller programs. This classification includes institutions that awarded at least 50 master's degrees.

C. NORTHERN STATE UNIVERSITY ORGANIZATIONAL STRUCTURE

1. **Main Campus (Aberdeen):** Northern State University's (NSU) main campus located in Aberdeen primarily serves traditional and non-traditional students in the undergraduate and master's programs. This comprehensive regional university offers a unique personalized campus culture with a larger population of part-time students in the undergraduate and master's programs. A sizeable percentage of students are either first-generation, low-income students, or students balancing their education with work and family. The delivery of programs is consistent with both its modern residential setting and expanded emphasis on E-Learning. Academic units include the College of Arts and Sciences and Schools of Business, Education, and Fine Arts.
2. **Center for Statewide E-Learning (Distance Education):** The Center for Statewide E-Learning, approved by the 2001 legislature, delivers high school courses—including advanced placement courses—to high schools across the state. The center meets critical needs for courses in districts rural areas and those affected by teacher shortages.

D. ACADEMIC CURRICULUM AND CREDENTIALS

NSU is statutorily authorized to offer university academic programs in accordance with SDCL § 13-59.1 in the preparation of elementary and secondary teachers, and a secondary purpose is to offer preprofessional, one-year and two-year terminal and junior college programs. NSU has the authority to credential certificates, associate degrees, baccalaureate degrees, and master's degrees provided formal approval by the Board of Regents. The Board of Regents may authorize academic programs outside of the statutory mission as identified by the Regents due to workforce needs, strategic needs of the state, etc. All program requests must comply with BOR Policy 2:23 and 2:23.1.

The Center for Statewide E-Learning is authorized to provide high school level curriculum for high school eligible students. High School registrations are accepted according to the South Dakota Department of Education's priority ratings based on districts', sparsity, and size.

E. PARTNERSHIPS COMPREHENSIVE REGIONAL UNIVERSITY

Northern State University has several special partnerships with other entities resulting in established Centers or focused outreach efforts, including:

1. **Council of Public Liberal Arts Colleges:** Through membership in the exclusive Council of Public Liberal Arts Colleges (COPLAC), Northern State University strengthens resources for faculty to provide deep learning and connections across disciplines to prepare students with 21st century critical thinking, problem solving and communication skills that are in high demand across all professions.
2. **Huron Community Campus:** Dating back to 2010, Northern State University is the only university approved to offer programs and courses at Huron Community Campus. Through a series of MOUs, Northern offers a master's in Teaching and Learning to cohorts of area teachers and a rotation of general education courses that build into associate and bachelor's

degrees. Huron-area students can earn an associate in general studies face-to-face from Northern State University at Huron Community Campus.

3. **South Dakota School for the Blind and Visually Impaired (SDSBVI):** The SDSBVI is adjacent to Northern's campus and the university and school partner to provide real-world learning experiences for NSU students to teach visually impaired students. SDSBVI provides valuable input and resources for NSU's special education program and especially its graduate programming.
4. **Northern Innovation and Startup Center:** The center will infuse technology startup expertise into existing entrepreneurship resources, build a culture of tech entrepreneurship and create cohesive pathways, and offer ideation and incubator programming. In 2021, Land O'Lakes, Inc. and the Center on Rural Innovation announced that Aberdeen would be among its first round of select American Connection Communities. Working with multiple national, regional and local entities, the initiative aims to unlock the potential of broadband access in rural communities, and to bring economic prosperity and high-skilled jobs to reinvigorate rural communities.

F. ROLE WITH SOUTH DAKOTA COLLEGES AND UNIVERSITIES

1. **Synergy with Community and Technical Colleges:** The success of regional universities will depend on collaborative work with the regional community and technical colleges. As a regional comprehensive, partnering with the technical colleges is foundational to the mission. Partnerships should include programming, admissions, and advising.
2. **Synergy with Regental Universities:** As a regional comprehensive, partnering with Regental institutions is essential; therefore, NSU will build strong program partnerships with the other five public universities. Program to Program agreements, collaboration with faculty and programming should be central to the mission of the regional comprehensive university.

FORMS / APPENDICES:

None

SOURCE:

BOR March 1991; BOR May 1994; BOR May 1996; BOR March 2001; BOR December 2003; BOR October 2019; BOR October 2022.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 7 – D (2)

DATE: October 5-6, 2022

SUBJECT

BOR Policy 1:10:7 – SDSD Mission Statement (First and Final Reading)

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 1:10:7](#) – South Dakota School for the Deaf Mission Statement

[SDBOR Strategic Plan](#)

[Senate Bill 55 Recommendations](#)

BACKGROUND / DISCUSSION

Excerpt from Senate Bill 55 (SB55) Recommendation:

The Task Force recommends the Board of Regents institute a new institutional mission framework that more clearly defines the individual contributions and expertise of each institution.

Excerpt from the August Board Retreat:

Goal 1 of the strategic plan is Governance, and states that “The Board of Regents shall govern the six public universities and two special schools to engage, advocate and ensure stewardship in post-secondary public education policy, resource utilization and overall Regental effectiveness.” One of the objectives outlined in Goal 1 includes mission review and revision.

In the executive directors work with the presidents on the university mission statements, the special schools were also requested to evaluate and revise their mission. The special schools then worked internally with their teams.

Specifically, the special school policies will include the following sections:

1. Purpose
2. Definitions
3. Organizational Structure
4. Academic Programming

(Continued)

DRAFT MOTION 20221005_7-D(2):

I move to (1) waive the two-reading requirement of By-Laws Section 5.5.1, and (2) approve the first and final reading of the new proposed BOR Policy 1:10:7, as presented in Attachment I.

The attached updated policy will now reflect an updated mission statement for the special school.

IMPACT AND RECOMMENDATION

Provided in Attachment I is the final clean version of the new Mission statement for the South Dakota School for the Deaf.

It is recommended by Dr. Brian Maher for approval of BOR Policy 1:10:7.

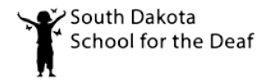
By approving this policy, this will conclude the current work on the Mission Review as recommended by the SB55 Taskforce report and satisfy in part the strategic plan on the policy revision of the mission statements.

ATTACHMENTS

Attachment I – BOR Policy 1:10:7 SDSD Mission Statement



SOUTH DAKOTA BOARD OF REGENTS



Policy Manual

SUBJECT: South Dakota School for the Deaf Mission Statement

NUMBER: 1:10:7

A. PURPOSE

The South Dakota Board of Regents governs the South Dakota School for the Deaf. The South Dakota School for the Deaf (SDSD) was established in 1880 to serve children identified as deaf or hard of hearing. SDSD's mission is to be a partner in educational success for children from birth through high school graduation (or up to age 21). SDSD serves as a resource by providing informed, evidence-based consultation to families, schools, and educational teams statewide, including both screening and diagnostic audiology services, multidisciplinary evaluations and direct services.

The principles outlined in this policy serve as overarching policy directions for the School for the Deaf. The functions of the SDSD will align with Board of Regents strategies to advance students. Therefore, SDSD is devoted to delivering specialized educational services and resources for South Dakota children who are deaf and hard of hearing, leading to their full and active participation. This shall be carried out through cooperative efforts with all appropriate state agencies, educational cooperatives, local education agencies, and colleges and universities.

B. DEFINITIONS

1. **Board of Regents:** Defined as the constitutional body responsible for governing the Unified System of Public Higher Education including the special schools in South Dakota, which encompasses its supervision, coordination, management, and regulation. Board of Regents Policy 1:0, 1:1 and SDCL § 13-62 provides the authority to govern the SDSD.
2. **Institution:** Defined as one of the two (2) special schools: South Dakota School for the Blind and Visually Impaired (SDSBVI) and South Dakota School for the Deaf (SDSD).
3. **Statutory Mission:** The institutional mission defined under South Dakota Codified Law (SDCL).

C. STATUTORY MISSION

1. The legislature established the statutory mission of South Dakota School for the Deaf under SDCL § 13-62-1 as:

The State School for the Deaf, located at Sioux Falls, in Minnehaha County, shall be under the control of the Board of Regents and so maintained and managed as to afford an appropriate education to those persons entitled to its benefits.

D. SOUTH DAKOTA SCHOOL FOR THE DEAF ORGANIZATIONAL STRUCTURE

South Dakota School for the Deaf (SDSD) was granted the responsibility to serve the children of this state in 1880. South Dakota School for the Deaf home office is physically located in Sioux Falls, South Dakota. The institution also has many other outreach offices throughout the state. Audiology sites are in both Sioux Falls and Rapid City, South Dakota.

E. ACADEMIC PROGRAMMING

1. **Audiology:** SDSD has Pediatric Audiologists who provide diagnostic audiologic evaluations, hearing assistive technology recommendations/fittings/troubleshooting, as well as educational audiology consultation services at no cost to families and school districts. The SDSD audiology assistants provide hearing screenings at schools and daycares. Any child from birth through high school graduation that resides in South Dakota has access to SDSD audiology services. Services are provided at the SDSD on-site clinics in Sioux Falls and Rapid City or off-site with the use of the mobile hearing lab.
2. **Direct Services:** SDSD offers a direct service program for Outreach Clients utilizing technology. The services include counseling and direct services from a Teacher of the Deaf. This program is based on need and offered at no cost.
3. **Outreach Program:** Children living in the state of South Dakota who have been professionally identified as deaf or hard of hearing may be eligible for services through the SDSD Outreach Program. These no-cost services can continue until graduation or at the completion of the qualified age limit.
4. **Student Evaluations:** External evaluations are available for educational agencies that serve students who are deaf or hard of hearing. These evaluation services include initial evaluations, three-year re-evaluations, and on an as-needed basis. Evaluations provide eligibility determination information, student-specific recommendations, and educational resources. Evaluations are designed to look at the whole-child and assess achievement across multiple areas.

FORMS / APPENDICES:

None

SOURCE:

BOR March 1991; BOR May 1996; BOR December 2003; BOR May 2011; BOR October 2019; BOR October 2022.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 7 – D (3)

DATE: October 5-6, 2022

SUBJECT

BOR Policy 1:10:8 – SDSBVI Mission Statement (First and Final Reading)

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 1:10:8](#) – South Dakota School for the Blind and Visually Impaired Mission Statement

[SDBOR Strategic Plan](#)

[Senate Bill 55 Recommendations](#)

BACKGROUND / DISCUSSION

Excerpt from Senate Bill 55 (SB55) Recommendation:

The Task Force recommends the Board of Regents institute a new institutional mission framework that more clearly defines the individual contributions and expertise of each institution.

Excerpt from the August Board Retreat:

Goal 1 of the strategic plan is Governance, and states that “The Board of Regents shall govern the six public universities and two special schools to engage, advocate and ensure stewardship in post-secondary public education policy, resource utilization and overall Regental effectiveness.” One of the objectives outlined in Goal 1 includes mission review and revision.

In the executive directors work with the presidents on the university mission statements, the special schools were also requested to evaluate and revise their mission. The special schools then worked internally with their teams.

Specifically, the special school policies will include the following sections:

1. Purpose
2. Definitions
3. Organizational Structure
4. Academic Programming

(Continued)

DRAFT MOTION 20221005_7-D(3):

I move to (1) waive the two-reading requirement of By-Laws Section 5.5.1, and (2) approve the first and final reading of the new proposed BOR Policy 1:10:8, as presented in Attachment I.

The attached updated policy will now reflect an updated mission statement for the special school.

IMPACT AND RECOMMENDATION

Provided in Attachment I is the final clean version of the new Mission statement for the South Dakota School for the Blind and Visually Impaired.

It is recommended by Dr. Brian Maher for approval of BOR Policy 1:10:8.

By approving this policy, this will conclude the current work on the Mission Review as recommended by the SB55 Taskforce report and satisfy in part the strategic plan on the policy revision of the mission statements.

ATTACHMENTS

Attachment I – BOR Policy 1:10:8 SDSBVI Mission Statement



SOUTH DAKOTA BOARD OF REGENTS

Policy Manual



SUBJECT: South Dakota School for the Blind and Visually Impaired Mission Statement

NUMBER: 1:10:8

A. PURPOSE

The South Dakota Board of Regents governs the South Dakota School for the Blind and Visually Impaired. The South Dakota School for the Blind and Visually Impaired (SDSBVI) was established in 1900 to serve children identified as blind, visually impaired, or deaf-blind. SDSBVI's mission is to be a partner in educational success for children from birth through high school graduation or (up to age 21). SDSBVI has an on campus educational program as well as an outreach consultation services throughout the state of South Dakota. SDSBVI serves as a resource by providing informed, evidence-based consultation to families, schools, and educational teams statewide.

The principles outlined in this policy serve as overarching policy directions for the School for the Blind and Visually Impaired. The functions of the SDSBVI will align with Board of Regents strategies to advance students. Therefore, SDSBVI is devoted to delivering specialized educational services and resources for South Dakota children who are blind, visually impaired, or deaf-blind, leading to their full and active participation. This shall be carried out through cooperative efforts with all appropriate state agencies, educational cooperatives, local education agencies, and colleges and universities.

B. DEFINITIONS

1. **Board of Regents:** Defined as the constitutional body responsible for governing the Unified System of Public Higher Education including the special schools in South Dakota, which encompasses its supervision, coordination, management, and regulation. Board of Regents Policy 1:0, 1:1 and SDCL § 13-61 provides the authority to govern the SDSBVI.
2. **Institution:** Defined as one of the two (2) special schools: South Dakota School for the Blind and Visually Impaired (SDSBVI) and South Dakota School for the Deaf (SDSD).
3. **Statutory Mission:** The institutional mission defined under South Dakota Codified Law (SDCL § 13-61-1).

C. SOUTH DAKOTA SCHOOL FOR BLIND AND VISUALLY IMPAIRED ORGANIZATIONAL STRUCTURE

South Dakota School for the Blind and Visually Impaired (SDSBVI) was granted the responsibility to serve the children of this state in the 1900. South Dakota School for the Blind and Visually Impaired home office is physically located in Aberdeen, South Dakota. The institution also has many other outreach offices throughout the state.

D. ACADEMIC PROGRAMMING

- 1. Residential Program:** SDSBVI offers a residential program. Residential placement is provided to families where distance makes a daily commute unfeasible, or the child would benefit in the residential setting from educational services warranted. If residential accommodations are to be considered for a child enrolled at the SDSBVI, it will be done as a part of the Individualized Education Program (IEP) process. Residential housing shall be considered and reviewed based on documented student's needs. The IEP team will consider all options and work with families during that review.
- 2. Direct Services:** SDSBVI offers direct services at its educational environment during the regular school year as well as during the summer sessions. Students served on campus in Aberdeen during the school year receive academic instruction which includes special education and the expanded core curriculum incorporating skills of blindness. Students who meet SDSBVI qualifications, can attend SDSBVI during the summer to learn specialized skills of blindness from the school's expanded core curriculum.
- 3. Outreach Program:** Children living in the state of South Dakota who have been professionally identified as blind, visually impaired, or deaf-blind may be eligible for consultation services through the SDSBVI Outreach Program. These no-cost services can continue until graduation or at the completion of the qualified age limit.
- 4. Student Evaluations:** External evaluations are available for educational agencies that serve students who are blind, visually impaired, or deaf-blind. These evaluation services include initial evaluations, three-year re-evaluations, and on an as-needed basis. Evaluations provide eligibility determination information, student-specific recommendations, and educational resources.
- 5. Transition Services:** SDSBVI offers a transition service for the state of South Dakota. This transition service focuses on efforts with the local school district and families to develop and implement transitional and educational services as the student transitions into adulthood. SDSBVI also offers on campus programming during the school year to transitions student that are ages 18 – 21. The Learning to be Equipped for Adulthood Program (L.E.A.P.) provides students an opportunity to develop skills from a secondary educational setting into a postsecondary environment. The program utilizes the nine areas of the Expanded Core Curriculum (ECC) for students with visual impairments, with a focus on real-life practice and application.

FORMS / APPENDICES:

None

SOURCE:

BOR March 1991; BOR May 1996; BOR December 2003; BOR May 2011; BOR October 2019.; BOR October 2022.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 7 – D (4)

DATE: October 5-6, 2022

SUBJECT

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

CONTROLLING STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

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

The following has been updated:

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

IMPACT AND RECOMMENDATION

This policy draft was provided to the Academic Affairs Council at their August retreat. The revisions were supported at that meeting and are now provided to the Board of Regents as a first review.

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

ATTACHMENTS

Attachment I – Proposed Revisions to BOR Policy 4:27

DRAFT MOTION 20221005_7-D(4):

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

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Drug Free Environment

NUMBER: 4:27

A. PURPOSE

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

B. DEFINITIONS

None

C. DRUG FREE ENVIRONMENT POLICY

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

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

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

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

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

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

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

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

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

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

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

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

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

- when needed in conjunction with approved research activities;
- when alcohol is possessed, used, or distributed in a lawful manner inside a dwelling occupied by an employee who, as a condition of employment, is required to maintain a residence on premises controlled by the Board;

- when alcohol is possessed, used, or distributed in a lawful manner inside a designated residence hall facility occupied exclusively by upper-division and/or non-traditional students who are at least 21 years of age;
- when alcohol is possessed, used, or distributed in a lawful manner on premises controlled by the Board that have been designated by the institutional president as places where such possession, use, and distribution may be permitted, subject to such conditions as the institutional president may also prescribe and provided that a notice of such designation and conditions have been filed previously with the executive director;
- when the possession, use, or distribution of the controlled substance is incidental to treatment by a licensed health care professional authorized to prescribe such substances. For purposes of this section, a prescription does not include a written certification for use of medical marijuana, pursuant to SDCL 34-20G-1(23). Employees who use medical marijuana pursuant to a validly issued written certification when not on property controlled by the Board may subsequently report to work or participate in activities as long as such use does not cause impairment or inability to perform the duties of their position; or
- when alcohol is possessed, used, or distributed in a manner that is expressly approved by a Board Policy.

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

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

1. Persons who violate the provisions of this policy will be disciplined.
 - 1.1. Each campus shall adopt and publish detailed procedures and regulations to govern student infractions of this policy and related policies. Minimum Regental standards may be found in Board Policy 3.4, which policy is also the default policy in the absence of institution-specific policies governing student conduct.
 - 1.2. Disciplinary procedures for employees vary according to the individual's status as a Civil Service Act employee, as a non-faculty employee who is exempt from the Civil Service Act, as a faculty member, or as a faculty member who is within the Special Schools bargaining unit. Disciplinary measures shall be imposed pursuant to those procedures that are appropriate based on the employee's classification.
 - 1.3. Employees whose unlawful possession, use, or distribution of alcohol, marijuana or controlled substances violates this policy may be subject to those disciplinary measures set out in Board Policy 4.14, Board Policy 4.4, and ARSD 55:10:07:01; except that absent extraordinary circumstances, a second infraction will be deemed just cause for termination.
 - 1.4. Where the infraction constitutes a felony offense under South Dakota or federal law, the essential facts of the infraction will be referred to law enforcement authorities.

Referral of a matter to law enforcement authorities will not require suspension of disciplinary proceedings nor delay imposition of discipline.

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

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

FORMS / APPENDICIES:

None

SOURCE:

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

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 7 – D (5)

DATE: October 5-6, 2022

SUBJECT

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

CONTROLLING STATUTE, RULE, OR POLICY

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

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

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

BACKGROUND / DISCUSSION

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

IMPACT AND RECOMMENDATION

The proposed revisions set forth in BOR Policies 4:4, 4:7 and 4:14 provide additional clarification regarding the grievance process, ensure employees maintain the appropriate due process (i.e., grievance rights) for disciplinary matters, while also building in an opportunity to identify issues and correct deficiencies prior to the imposition of certain disciplinary action, ultimately benefiting both employees and the institutions.

Board staff recommends approval.

(Continued)

DRAFT MOTION 20221005_7-D(5):

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

Revisions to BOR Policy 4:4, 4:7 & 4:14

October 5-6, 2022

Page 2 of 2

ATTACHMENTS

Attachment I – Proposed Revisions to BOR Policy 4:4

Attachment II – Proposed Revisions to BOR Policy 4:7

Attachment III – Proposed Revisions to BOR Policy 4:14

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Non-Faculty Exempt Employment Provisions

NUMBER: 4:4

A. PURPOSE

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

B. DEFINITIONS

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

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

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

C. POLICY

1. Appointment

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

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

2. Employment Contracts

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

3. Compensation Administration

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

3.2. Compensation upon Hire or Transfer

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

3.3. Annual Salary Adjustments

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

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

3.4. Other Base Salary Adjustments

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

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

3.5. Instruction of Academic Courses

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

4. Reduction in Force

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

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

4.2. Layoff Notification

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

4.3. Priorities for Layoff

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

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

4.4. Benefits

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

5. Code of Conduct

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

5.1. Professional Conduct/Misconduct Defined

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

- 5.1.1.11. Conviction of any felony or the conviction of a misdemeanor involving immoral actions;
- 5.1.1.12. The unlawful or unauthorized manufacture, distribution, dispensing, possession or use of alcohol or controlled substances while on duty or while on premises owned and controlled by the Board of Regents or used by the Board of Regents for educational, research, service or other official functions.
- 5.1.1.13. Insubordination,
- 5.1.1.14. The use of alcohol, marijuana, or other controlled substances, which impairs performance of duties.
- 5.1.1.15. Theft of state owned or controlled property.
- 5.1.1.16. Intentionally and wrongfully counseling, inciting, or participating in a prohibited student or employee activity.
- 5.1.1.17. Any substantial or irremediable impairment of the ability of a staff employee to perform assigned duties.

5.2. Termination of Faculty Appointment

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

6. Remedial Action Procedures

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

6.1.1. Corrective Action:

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

6.1.2. Discipline:

- 6.1.2.1. Required training or current substance abuse treatment at the cost of the employee;
- 6.1.2.2. Suspension from duties with, or without, loss of pay commensurate therewith;

~~6.1.2.3. Reassignment;~~

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

~~6.1.2.5.~~ 6.1.2.4. Discharge.

6.2. Procedures

6.2.1. Corrective Action Procedures

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

6.2.2. Disciplinary Procedures

6.2.2.1. Legal Review Panel

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

6.2.2.1.6.2.2.2. Stage One: Pre-Discipline Conference

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

6.2.2.2.6.2.2.3. Stage Two: Post-Discipline Hearing Rights

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

7. Grievance Procedures

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

7.1. General Provisions

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

7.1.5. If the administration fails to act in time, the grievant may proceed to the next review level by filing the grievance with the appropriate official and within the timeframe required under Section 7.6.2 and any subsequently issued decision on the matter at the bypassed level will be void.

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

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

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

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

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

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

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

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

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

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

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

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

7.2. Grievance Procedures

7.2.1. Step One – Grievance to Immediate Supervisor

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

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

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

7.2.2. Step Two – Grievance to Vice President

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

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

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

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

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

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

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

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

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

7.2.4. Step 4 – Grievance to the Board

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

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

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

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

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

FORMS / APPENDICES:

None.

SOURCE:

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

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Grievance--Faculty

NUMBER: 4:7

I. Faculty Grievance Procedure

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

A. Purpose

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

B. Resorting to Other Procedures

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

C. Definitions

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

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

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

D. General Provisions:

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

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

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

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

E. Grievance Procedure

1) Step One

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

2) Step Two

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

3) Step Three

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

4) Step Four

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

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

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

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Faculty Remediation and Remediation Procedures

NUMBER: 4:14

1. Remediation and Remediation Procedures

A. Preamble

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

B. Alternative Measures

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

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

1. Corrective Action:

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

2. Discipline:

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

C. Interim Suspension

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

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

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

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

D. Procedures

1. Corrective Action Procedures

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

2. Disciplinary Procedures

a. Legal Review Panel

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

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

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

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

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

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

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

2. Unprofessional Conduct

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

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

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

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

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

SOURCE:

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