THE WATERTOWN BOARD OF EDUCATION ON BEHALF OF LAKE AREA TECHNICAL INSTITUTE, AND THE SOUTH DAKOTA BOARD OF REGENTS ON BEHALF OF BLACK HILLS STATE UNIVERSITY, DAKOTA STATE UNIVERSITY, NORTHERN STATE UNIVERSITY, THE SOUTH DAKOTA SCHOOL OF MINES & TECHNOLOGY, SOUTH DAKOTA STATE UNIVERSITY AND THE UNIVERSITY OF SOUTH DAKOTA

Preamble

Lake Area Technical Institute and the South Dakota Board of Regents hereby enter into this agreement to enable South Dakota's higher education resources to be more effectively managed in the delivery of the state's postsecondary education services. Through leveraging, synergizing, and maximizing the higher education resources the parties will better serve the students and public and foster entrepreneurial and economic development activity. Through this agreement the parties will provide a seamless higher education interface between Lake Area Technical Institute and the public universities, thereby greatly facilitating the educational objectives of South Dakota students and citizens.

Agreement

The parties to this agreement hereby agree to the following operational policies and procedures for Lake Area Technical Institute and regental universities.

1. The partners agree to provide current programs and courses within a collaborative relationship that is centered on recognizing institutional missions, and eliminating unwarranted duplication.

    A. The respective missions of Lake Area Technical Institute and universities will be defined and respected.

B. Lake Area Technical Institute shall retain its mission of providing Associate of Applied Science degrees. Associate of Applied Science degrees are awarded for the completion of coursework in a technical area that is focused on direct entry into the job market. Although the AAS degree is not designed to transfer into bachelor degree programs, credits can be accepted as fulfilling some requirements toward a bachelor's degree based upon specific program to program articulation agreements.

C. The universities shall provide education that leads to baccalaureate or advanced degrees.

2. The partners are committed to clearly identifying the transferability of existing offerings for students.

A. Articulation agreements based on program to program transfer and application of the technical program courses taken in AAS degree programs to baccalaureate degree programs will be entered into between Lake Area Technical Institute and the universities. For students completing programs at Lake Area Technical Institute, these agreements will provide for specific transfer of technical courses from Lake Area Technical Institute to a university's academic major. All agreements will be approved by the State Board of Education and Board of Regents.

B. The universities agree to teach all transfer general education courses currently in place at Lake Area Technical Institute already approved by the Regental System plus any other mutually agreed upon courses.

C. Non-transfer general education curricula will be the responsibility of Lake Area Technical Institute.

3. The partners will work to eliminate any policy or financial disincentives that would limit the ability of partners to fully perform this agreement.

4. **The partners will work to make available to Lake Area Technical Institute students university courses and programs requested by Lake Area Technical Institute.**

   A. At the invitation of Lake Area Technical Institute the universities will establish a presence at the host site for the delivery of courses or programs.

5. **Governance**

   A. With this agreement, the Board of Regents provides a clear expression that it has no intention to assume, nor will it challenge the governance of Lake Area Technical Institute through legal or other action. The Watertown School District will continue to be the governing authority for LATI and will have sole responsibility for the financial and management control of LATI. This includes the sole responsibility for hiring and evaluating the Institute Director, faculty and staff. The Watertown School District will continue to be solely responsible for all assets of Lake Area Technical Institute, including property, budgets, reserves or any other monetary values.

6. **Specific operations**

   A. The Regental system will use the currently approved Lake Area Tech staff to teach the transferable general education courses. The regental system will enter into agreements for joint assignments for future staff.
   B. The universities will charge the same rate of tuition that Lake Area Tech charges for the transfer general education courses.
   C. Lake Area Tech will retain all Lake Area Technical Institute fees.
   D. Lake Area Tech will schedule the time and determine the section sizes of the transferable general education courses.
   E. Lake Area Tech will collect the tuition and send it to the universities.
   F. Lake Area Tech will bill the universities for teaching done by Lake Area Tech staff For the purposes of this provision, the amount that the universities shall pay Lake Area Technical Institute for teaching done by Lake Area Technical Institute shall be that proportion of the teacher's total salary and benefits that

the transferable course teaching bears to the teacher's total teaching load.

G. Lake Area Tech will furnish the rooms, lab supplies and technology at no charge to the universities for the current transferable general education courses.

H. The parties agree to develop and implement a joint marketing/communications program that clearly articulates to students, parents and the community information concerning post-secondary curriculum programs and their relationships, including what is transferable and nontransferable.

I. Whereas South Dakota State University is expected to be the primary partner in providing instruction at LATI, other regental institutions may be invited to offer courses or programs.

J. Whereas South Dakota State University is expected to be the primary partner in developing program-to-program articulation agreements with LATI, other regental institutions may be invited to develop agreements.

7. **It is a condition to the enforceability of this agreement that the Board of Regents and/or the State of South Dakota provide $50,000 of base funding annually to Lake Area Technical Institute, in addition to all other financial obligations contained herein. This minimum annual amount shall be required to insure that Lake Area Technical Institute is held financially harmless in this agreement and shall suffer no adverse financial effects because of it.**

8. **Indemnification**

Each party to this agreement shall be solely responsible for any and all actions, suits, damages, liability or other proceedings arising from this agreement or brought against it as a result of the alleged negligence, misconduct, error or omission of any of its officers, agents or employees. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such claims; and each shall continue to enjoy all rights, claims and defenses available to it under law.

9. Changes to this agreement may be made at any time with the agreement of all parties.

Agreed to this 14 day of Dec, 2004 by,

President, Watertown School Board

Director, Lake Area Technical Institute

President, Board of Regents

Executive Director, Board of Regents

President, Board of Education

Secretary of Education