PROGRAM TO PROGRAM ARTICULATION AGREEMENT
WITH SOUTH DAKOTA TECHNICAL INSTITUTES

ARTICULATION AGREEMENT WITH RESPECT TO
DENTAL HYGIENE EDUCATION

BETWEEN

THE UNIVERSITY OF SOUTH DAKOTA

AND

LAKE AREA TECHNICAL INSTITUTE

I. Parties: The parties to this agreement are the Department of Dental Hygiene at The University of South Dakota (USD) and the Dental Assisting Department of Lake Area Technical Institute (LATI)

II. Purpose: The purpose of this agreement is to provide for the articulation of courses between Lake Area Technical Institute and The University of South Dakota.

The professional subject areas being considered in this agreement are dental radiography, dental materials and nitrous oxide/oxygen sedation. Courses in these areas may be considered transferable under stated conditions.

III. Academic Program:

A. Courses with Dental Content

Students from the Program in Dental Assisting at the Lake Area Technical Institute will get credit and a grade a “P” (pass) for The University of South Dakota Department of Dental Hygiene courses indicated below:

<table>
<thead>
<tr>
<th>LATI Courses</th>
<th>USD Courses</th>
</tr>
</thead>
<tbody>
<tr>
<td>DA 165 Dental Radiology I (2.5 cr)</td>
<td>DHYG 327 Principles of Radiography (2 cr)</td>
</tr>
<tr>
<td>DA 167 Dental Radiology II (2 cr)</td>
<td>DHYG 333 Radiography Practicum (2 cr)</td>
</tr>
<tr>
<td>DA 135 Dental Materials I (3cr) and</td>
<td>DHYG 422 Dental Materials (3cr)</td>
</tr>
<tr>
<td>DA 138 Clinical Skills (4cr) and</td>
<td></td>
</tr>
<tr>
<td>DA 195 Expanded Functions (2 cr)</td>
<td></td>
</tr>
<tr>
<td>DA 141 Pharmacology and</td>
<td>DHYG 351 Nitrous oxide/Oxygen Sedation (1 cr)</td>
</tr>
<tr>
<td>Medical Emergencies (2 cr)</td>
<td></td>
</tr>
</tbody>
</table>

The following conditions must be met before credit can be awarded:

1. The student wishing transfer credit must have completed the dental assisting program satisfactorily and received a diploma from LATI.

2. The student wishing transfer credit must have completed the subject matter in these courses with the equivalent of a “B” grade or higher.
3. The courses must have been taken within three years of the request for transfer OR the student must have been in full-time employment as a dental assistant for the two years preceding the request for transfer. In addition, the student must have been using radiology and dental materials skills during the period of employment.

All procedures/skills and competency levels taught in the USD Dental Hygiene program must be met by the LATI courses and/or combination of courses. If at any time, procedures/skills and/or competency levels change at either institution, it will be the institution's responsibility to inform the other of the changes. For any and all skills that may apply to the courses for which transfer credit is given, The Chairperson of the University of South Dakota Dental Hygiene program will be the sole determiner of whether the transferring student’s skills meet University standards. In the event that the Chairperson determines that the transferring student’s skill levels may not meet proficiency standards, it is understood that the student will enroll in the University course for credit.

B. General Education and Support Coursework

Credit for general education and other support courses will be awarded in accordance with Board of Regents polices as well as articulation Memorandum of Agreement approved by the South Dakota Board of Regents and the South Dakota Board of Education on December 14, 2004. Students must complete all university graduation requirements as stipulated in the relevant University of South Dakota Undergraduate Catalog.

IV. Obligations of the Parties: Both parties agree to review the progress of this agreement on a yearly basis. The parties also agree to confer with each other regarding changes in courses involved in this articulation agreement.

V. Third Party: No third party shall have the right to enforce any part of the agreement against any party of this agreement.

VI. Relationship: The parties agree that the relationship between them is that of independent contractors. This agreement is not intended nor shall it be construed to create any employment relationship, agency, partnership, joint venture or any relationship other than that of independent contractors.

VII. Termination: This agreement shall remain in effect until such time as circumstances related to the articulation require its revision or termination. Students who enroll in classes to be delivered after the termination will not be entitled to the benefits provided hereunder. Students who attended classes during the term of the agreement and who completed their coursework satisfactorily will continue to enjoy the benefits of this agreement notwithstanding its termination.

The agreement may be terminated if the Legislature fails to appropriate funds needed to support participation in the agreement by The University of South Dakota, or if the Lake Area Technical Institute governing board fails to provide the necessary appropriations. Termination for failure of appropriation is not a breach of this agreement.

VIII. Modification: This agreement may be modified from time to time upon written approval by the Board of Regents and the Board of Education. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

IX. Review and Renewal: This agreement will be reviewed on an annual basis and may be amended from time to time by the parties hereto. No amendment shall be binding, however unless the same shall be in writing and signed by the parties subject to the approval of the Board of Regents and Board of Education. This Agreement can be terminated no later than six months prior to the opening session of any academic year.
upon written notice by either party. If the funding for the USD LATI program is not available, the program will be ended. In such event, students may complete the program at the Vermillion campus.

X. Liability: Neither party, by entering into and performing this agreement shall be or become liable for any existing for future obligation, liability or debt of the other. Each party shall be solely responsible for its employees’ or agents’ actions and for any claims or losses arising out of its performance of this agreement or the acts or omissions of its employees or agents in the performance thereof.

XI. Effective Date of the Agreement: Retroactive to July 1, 2012

XII Acceptance of the Agreement.

For The University of South Dakota:

Ann Brunick
Chairperson, Department of Dental Hygiene

Dr. Michael Lawler
Dean, School of Health Sciences

Dr. Mary Nettleman
Vice President for Health Affairs

James W. Abbott
President, The University of South Dakota

DATE: 12/18/12

DATE: 12/18/12

DATE: 12/20/12

DATE: 12/27/12

For Lake Area Technical Institute:

Rhonda Bradberry
Dental Assisting Program Coordinator

Debra Shephard
President, Lake Area Technical Institute

Donald A. Kirkegaard
President, SD Board of Education

DATE: 1-14-13

DATE: 1-15-13

DATE: 2-12-13