PROGRAM TO PROGRAM CONTRACTUAL AND ARTICULATION AGREEMENT

BETWEEN

THE UNIVERSITY OF SOUTH DAKOTA

AND

LAKE AREA TECHNICAL INSTITUTE

I. Purpose: The purpose of this agreement is to define the obligations of the parties with respect to cooperatively providing accredited programming leading to Associate and/or Bachelor's Degrees by USD.

II. Academic Program: The academic offerings to be provided are courses leading to degree programs offered at USD to include, but not be limited to, the associate and bachelor's degrees for Licensed Practical Nurses (LPNs), and include both distance education and clinical training. The program offered is commonly known as "upward mobility." Nursing program specifics are outlined in Addendum A.

a. General Education and Support Coursework
Credit for general education and other support courses will be awarded in accordance with Board of Regents policies 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.

b. Graduation Requirements
Students must complete all university graduation requirements as stipulated in the relevant University of South Dakota Undergraduate Catalog.

III. Obligations of the Parties:

a. Both parties agree that collaboration between USD faculty and staff and LATI faculty and staff will occur to cooperatively schedule space used for skills labs, simulation activities, and clinical experiences jointly utilized by both programs.

b. Both parties agree to support each institution's program of study to students, faculty, and the public.

c. USD and LATI will provide the services and facilities as hereinafter set forth.

d. USD will provide the following:
   i. Faculty and staff used to teach and administer programming.
   ii. Faculty and curriculum appropriate for the academic course offerings.
   iii. Program specific skills laboratory equipment and supplies as determined by the academic program.
   iv. Student textbook and materials through USD Barnes & Noble bookstore.

e. LATI will provide the following:
   i. General information and advertising to the public concerning the availability of the program.
   ii. Classrooms, laboratories, classroom computer equipment, computer internet support, and appropriate furnished office and conference space for USD faculty and staff as needed for successful programming at no charge.
   iii. Use of telephone equipment, telephone and fax usage, and copier, printing and mailing costs at an agreed upon rate.
   iv. Assistance and cooperation in maintaining library resources necessary to support the program.
IV. Tuition: Tuition and fees for USD courses will be paid to USD. Tuition for LATI courses will be paid to LATI.

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 date 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 requirement.

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 any remaining campuses offering the Associate Degree in Nursing.

X. Liability: Neither party, by entering into and performing this agreement shall be or become liable for any existing or 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: July 1, 2012.
For The University of South Dakota:

Dr. Laurie Becvar, Assoc Provost & Dean of Continuing Distance Education

DATE: 12-10-2012

Dr. Chuck Staben, Provost

DATE: 1/8/2013

James W. Abbott, President

DATE: 1/8/13

For Lake Area Technical Institute:

Debra Shephard
President

DATE: 11-1-12

Donald A. Kirkegaard
President, South Dakota Board of Education

DATE: 2-12-2013
Addendum A

PROGRAM TO PROGRAM ARTICULATION AGREEMENT
WITH SOUTH DAKOTA TECHNICAL INSTITUTES

ARTICULATION AGREEMENT WITH RESPECT TO
NURSING EDUCATION

BETWEEN

THE UNIVERSITY OF SOUTH DAKOTA

AND

LAKE AREA TECHNICAL INSTITUTE

I. Purpose: The purpose of this agreement is to define the articulation of course work leading to the award of the Associate Degree and/or Bachelor’s Degree in Nursing by USD.

II. Academic Program: The academic offerings to be provided are courses leading to degree programs offered at USD to include, but not be limited to, the associate and bachelor’s degrees for Licensed Practical Nurses (LPNs), and include both distance education and clinical training. The program offered is commonly known as “upward mobility.”

III. A. Courses with Nursing Content
Graduates of the Lake Area Technical Institute Practical Nursing Program who enter The University of South Dakota Associate of Science nursing program will receive 17 transfer nursing credits. The credits will be awarded in the following manner:

2. Nine (9) credits in lieu of NURS 261 Advanced Nursing Concepts I

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

The student wishing transfer credit must:

1. Have completed a Practical Nursing Program satisfactorily and respectively received a diploma.
2. Pass the NCLEX-PN successfully and hold an unencumbered LPN license in state of South Dakota PRIOR to entering N286 Complex Nursing Concepts
3. Have been accepted to the USD Associate Degree Nursing Program.

B. General Education and Support Coursework
Credit for general education and other support courses will be awarded in accordance with Board of Regents policies 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.

If in compliance with the Memorandum of Understanding, the general education courses listed below will articulate as follows:

<table>
<thead>
<tr>
<th>LATI Courses</th>
<th>Credits</th>
<th>USD Courses</th>
<th>Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHEM 106 Chemistry Survey</td>
<td>4</td>
<td>CHEM 106 Chemistry Survey</td>
<td>4</td>
</tr>
</tbody>
</table>
ENGL 101 Composition 3 ENGL 101 Composition 3
ENGL 210 Introduction to Literature 3 ENGL 210 Introduction to Literature 3
MATH 102 College Algebra 3 MATH 102 College Algebra 3
PSYC 101 General Psychology 3 PSYC 101 General Psychology 3
SPCM 101 Fundamentals of Speech 3 SPCM 101 Fundamentals of Speech 3

If in compliance with the Board of Regents guidelines related to faculty qualifications and university course content, the supporting courses listed below will articulate as follows:

<table>
<thead>
<tr>
<th>LATI Courses</th>
<th>Credits</th>
<th>USD Courses</th>
<th>Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>MICR 231 General Microbiology</td>
<td>4</td>
<td>MICR 230 Basic Microbiology</td>
<td>3</td>
</tr>
<tr>
<td>ANAT 142 Anatomy</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PHGY 210 Physiology</td>
<td>4</td>
<td>PHGY 220/220L – Human Anatomy/Physiology I</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PHGY 230/230L - Human Anatomy/Physiology II</td>
<td>4</td>
</tr>
</tbody>
</table>

*ANAT 142 and PHYG 210 taken at LATI also satisfy the current requirement at USD for PHYG 220/220L and PHYG 230/230L, which have replaced ANAT 142 and PHGY 210.