

**THE MITCHELL SCHOOL DISTRICT BOARD OF EDUCATION ON BEHALF OF
MITCHELL 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
DO MUTUALLY AGREE TO THE FOLLOWING:**

Preamble

Mitchell Technical Institute, (hereinafter called the "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 the institutes 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 the institutes and the regental universities:

- 1. The partners agree to provide current programs and courses within a collaborative relationship that is centered on recognizing and respecting institutional missions, eliminating unwarranted duplication, and providing multiple pathways to fulfill the lifelong learning needs of South Dakota citizens.**
 - A. The respective missions of the institute and the regental universities will be defined and respected.**
 - B. The institute shall retain its mission of providing coursework as well as certificates, diplomas, and degrees that are designed to lead directly to employment or job enhancement in specific careers, and shall continue to do so under this agreement with the following caveats:**
 - i. The primary degree that the institute shall continue to offer is the Associate of Applied Science (AAS) degree. The parties agree that degrees and programs will periodically be renamed in the evolution of programs to**

meet changing requirements for accreditation or other external bodies, and when this should occur the parties agree that nothing in this agreement will restrain the obligation to meet such requirements and standards.

- ii. The institute recognizes the purpose of the AAS degree is to provide direct entry into the job market, and as such, acknowledge the articulation challenges that the AAS degree provides as defined in the American Association of Community College's Position Statement on the Associates Degree adopted by the AACC Board of Directors in August of 1998 and shall continue to develop or refine future or existing programs within the context of this challenge:

"The associate in applied science (AAS) degree program is designed to lead the individual directly to employment in a specific career. ...Although the objective of the associate in applied science degree is to enhance employment opportunities, some baccalaureate degree granting institutions have developed upper division programs to recognize this degree for transfer of credits. The associate in applied science degree programs must be designed to recognize this dual possibility and to encourage students to recognize the long-term career possibilities that continued academic study will create."

- iii. The institute shall continue to provide non-credit programs or services as required to support economic development, business and industry training, and employment enhancement as provided under the Business and Industry Training (BIT) program.

- iv. It is agreed by all parties that nothing in this agreement shall be construed as limiting individual institutions from developing new programs and services that shall be necessary in meeting the economic development and workplace needs of South Dakota businesses in accordance with the respective missions of the parties. However, collaboration is encouraged where and when possible in meeting future needs.

- C. The regental universities shall continue their mission of providing education that leads to baccalaureate and 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 (or any required future designations as defined above) will be separately entered into between the institute and the regental universities. For students completing programs at the institute, these agreements will provide for specific transfer of technical courses from the institute to a regental university's academic major. All agreements will be approved by the State Board of Education and the Board of Regents.
 - B. The regental universities agree to teach all transfer general education courses currently in place at the institute already approved by the regental system (in accordance with the "Specific Operations" provision outlined in Item 6 of this agreement) plus any other mutually agreed upon courses.
 - C. Non-transfer general education curricula will be the responsibility of the 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 the institute's students regental university courses and programs which may be requested by the institutes. This arrangement shall be reciprocal.**
- A. At the invitation of the institute, the regental universities may establish a presence at the host site for the delivery of courses or programs.
 - B. At the invitation of the regental universities, the institute may establish a presence at the host site for the delivery of appropriate technical courses or programs.
- 5. Governance**
- A. With this agreement, the Board of Regents hereby provides a clear expression that it has no intention to assume, nor will it challenge the governance of the institute through legal or other action. The current governance authority of the institute will have sole responsibility for

the financial and management control of the institute. This includes the sole responsibility for hiring and evaluating the institute director, faculty and staff. The current governance authority will continue to be solely responsible for all assets of the institute, including property, budgets, reserves, or any other monetary values.

6. Specific Operations

- A. The regental system will use currently approved institute staff to teach the transferable general education courses. The regental system will enter into agreements for joint assignments for future staff.
- B. The regental universities will charge the same rate of tuition that the institute charges for the transfer general education courses.
- C. The institute shall retain all fees charged to students taking general education courses covered under this agreement at that institute.
- D. The institute shall schedule the time and determine the section sizes of the transferable general education courses.
- E. The institute shall collect the tuition for such courses and send it to the appropriate regental university.
- F. The institute will bill the regental universities for teaching performed by the institute staff for the purposes of this provision. The amount that the regental universities shall pay the institute for teaching by the institute staff 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. The institute will furnish the rooms, lab supplies and technology at no charge to the universities for the current transferable general education courses.
- H. The Board of Regents will work with the state to provide \$12,000 of base funding for to insure that the institute is held financially harmless in this agreement.
- I. The parties agree to develop and implement a joint marketing/communications program that clearly articulates to students, parents, and the community information concerning postsecondary curriculum programs and their relationships, including what is transferable and what is non-transferable.

J. Whereas Dakota State University and Northern State University are expected to be the primary partners in providing instruction at MTI, other regental institutions may be invited to offer courses or programs.

K. Whereas Dakota State University, Northern State University and South Dakota State University are expected to be the primary partners in developing program-to-program articulation agreements with MTI, 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 \$12,000 of base funding annually to Mitchell Technical Institute, in addition to all other financial obligations contained herein. This minimum annual amount shall be required to insure that the institute is held financially harmless in this agreement and shall suffer no adverse financial effects because of it.**

8. Indemnification

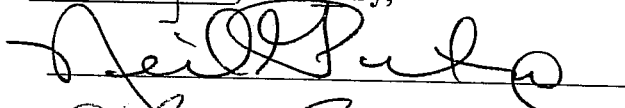
Each party to this agreement shall be solely responsible for any and all actions, suits, damages, liability, or other proceedings arising from this agreement or brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its officers, agents, or employees. Neither 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. Modifications

Modifications to this agreement may be made at any time by mutual agreement of the affected parties.

Agreed to this 24th day of January, 200~~0~~⁵ by,

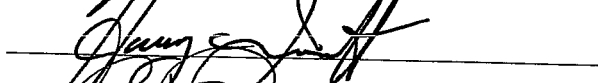
[President, Mitchell School Board]



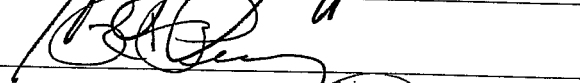
[Director, MTI]



[President, Board of Regents]



[Executive Director, Board of Regents]



[President, SD Board of Education]



[Secretary of Education]

