

**SOUTH DAKOTA BOARD OF REGENTS**

**Academic and Student Affairs**  
**Consent**

**AGENDA ITEM: 4 – H**  
**DATE: December 11-12, 2019**

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**SUBJECT**

**DSU and Huron Community Campus Memorandum of Understanding**

**CONTROLLING STATUTE, RULE, OR POLICY**

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

[BOR Policy 5:5:3](#) – Tuition and Fees: Special Course Types

**BACKGROUND / DISCUSSION**

The City of Huron, through Huron Community Campus (HCC), invited Dakota State University (DSU) to make a formal proposal to offer undergraduate courses at the Huron Community Campus which lead to completion of an Information Technology Certificate. The Memorandum of Understanding (MOU) provided in Attachment I outlines this agreement and addresses the management of services supporting the DSU undergraduate academic courses and program.

**IMPACT AND RECOMMENDATION**

In this agreement, HCC agrees to pay/reimburse DSU for 100% of customary instructional expenses and 100% of disability support services associated with the delivery of the courses/program. HCC also agrees to pay DSU an administrative fee of \$10.00 for each credit hour students are enrolled. In turn, each term DSU agrees to submit the required documents to the South Dakota Board of Regents to request the externally funded tuition rate.

Board staff recommends approval of the agreement.

**ATTACHMENTS**

Attachment I – DSU and HCC Memorandum of Understanding

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**DRAFT MOTION 20191211\_4-H:**

I move to approve the Memorandum of Understanding between Dakota State University and Huron Community Campus, as presented.

**Memorandum of Understanding  
Dakota State University  
Academic Program Delivered  
at Huron Community Campus**

Dakota State University  
820 North Washington St  
Madison SD 57042

Huron Community Campus  
939 Ohio Avenue SW  
Huron SD 57350

City of Huron  
PO Box 1369  
239 Wisconsin Ave SW  
Huron SD 57350

Referred to as DSU

Referred to as HCC

This Memorandum of Understanding (MOU) is prepared in response to a request by the Huron Community Campus (HCC). The City of Huron, through Huron Community Campus, invited Dakota State University (DSU) to make a formal proposal to offer undergraduate courses at the Huron Community Campus which lead to completion of an Information Technology Certificate.

This MOU outlines the agreement between Dakota State University and Huron Community Campus. The MOU addresses the management of services supporting the DSU undergraduate academic courses and programs.

## **I. RESPONSIBILITIES**

Beginning spring 2020 through summer 2020 DSU agrees to offer undergraduate courses required for the DSU Information Technology Certificate as outlined below.

Per The South Dakota Board of Regents policy 5:5:3 HCC agrees to pay/reimburse DSU for 100% of customary instructional expenses (which may include but are not limited to instructor pay, required benefits, and/or travel) and 100% of disability support services (which may include interpreter services, equipment, materials, etc.) associated with the delivery of the courses associated with the requested courses/program. Huron Community Campus agrees to pay DSU an administrative fee of \$10.00 for each credit hour students are enrolled. Each term DSU agrees to submit the required documents to The South Dakota Board of Regents to request the externally funded tuition rate.

- a. Upon approval of the South Dakota Board of Regents the self-support externally funded tuition rate will be applied to DSU courses delivered at HCC.

- b. Participant's tuition is payable to DSU no later than the published date for each term. Students are responsible for paying tuition and other DSU charges via the student's account or mailing tuition payments directly to the DSU Finance Office.
- c. A student's request to drop or withdraw will be processed according to SDBOR policy.
- d. The DSU Finance Office will invoice HCC at the beginning of each semester for instructional expenses and administrative fee after the published census date. Payment is due 30 days from the date of invoice.
- e. The DSU Finance Office will invoice HCC at the end of each semester for applicable faculty travel (mileage, state vehicle, per diem, hotel, etc.) and disability service expenses incurred.
- f. Final course grades will be awarded in accordance with the evaluation procedures listed in the course syllabi.

## **II. Program**

The DSU Provost Office is responsible for managing the day-to-day administrative operations of DSU programs/courses delivered at HCC. The Provost or designee is the official liaison between DSU and HCC. Academic issues remain the responsibility of the respective the College of Business and Information Systems (BIS) at DSU. The DSU Provost or designee will collaborate with the Executive Director of HCC on a routine basis.

To support the DSU programs at HCC, Dakota will grant the Executive Director of HCC limited access read only to computer systems/applications such as class roster reports as necessary and applicable.

## **III. Course Scheduling**

The Dean of BIS will collaborate with the Executive Director of HCC to develop and propose a mutually agreed upon course schedule to allow HCC students the opportunity to complete the IT Certificate within one year. The proposed course scheduling model is designed for a specific cohort of students taking courses together on a set timetable. Each student will take two courses in the spring 2020 semester and two courses in the subsequent summer. The proposed course delivery model is a weekend hybrid model with face-to-face interactions on selected weekends supplemented by on-line experiences.

Dakota State is responsible for assigning qualified faculty to deliver the scheduled courses each term. Teaching assignments are at the discretion the Dean of the College of Business and Information Systems.

#### **IV. Delivery Site**

Huron Community Campus will make available the necessary space to deliver the scheduled courses face-to face interactions each term at Huron Community Campus 939 Ohio Street or the Campus Center 333 9<sup>th</sup> Street SW. The Executive Director of HCC is responsible for coordinating the alternate delivery site.

#### **V. Admissions**

Students attending DSU classes at HCC seeking the certificate must submit a non-degree admission application to DSU.

#### **VI. Registrations**

DSU staff will register new non-degree seeking students for classes as indicated on the submitted non-degree seeking application.

#### **VII. Student Issues**

The Dean of BIS may act as the initial contact for student issues and concerns. Student academic/non-academic petitions will follow standard DSU processes. Dakota State students enrolled at HCC may submit administrative and academic concerns to the Dean for initial consultation and resolution if possible. Issues not resolved by the Dean will be directed to the appropriate administrative department or the Office of the Provost.

#### **VIII. Support Services**

Dakota State will provide the necessary administrative support to schedule and deliver courses at HCC. Support services include: identifying instructional staff, providing support for direct instruction, enrollment reports, class rosters, and staff/faculty travel arrangements as necessary.

DSU is tasked with conducting teaching evaluations for faculty assigned to teach DSU courses at HCC at least once each term. The BIS dean will debrief the instructor after each evaluation. The teaching evaluations will be provided to the respective instructor and the Dean of BIS.

Huron Community Campus agrees to provide consumable supplies necessary to teach scheduled classes. HCC is responsible for providing needed/necessary student support activities such as face-to-face tutoring services or supplemental instruction. Dakota State will provide HCC students access to online resources comparable to the resources provided to other off-campus DSU students.

#### **IX. Courses to be Offered by DSU**

Spring 2020:

CIS 123 - Problem Solving and Programming 3 credits

CIS 325 - Management Information Systems 3 credits

Summer 2020:

CIS 484 - Database Management Systems 3 credits

CSC 163 – Hardware, Virtualization, and Data Communication 3 credits

**X. Term of Agreement**

The term of this agreement is for the period beginning November 1, 2019 and lasting through January 30, 2021.

**XI. Indemnification**

Nothing in this Agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of the performance of this Agreement. Any liabilities or claims for property loss or death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during this agreement shall be determined according to applicable law.

**XII. Amendment Provision**

This agreement contains the entire understanding between the parties, unless otherwise noted, and is subject to and will be construed under the laws of the State of South Dakota and may only be amended with written consent of both parties.

**XIII. Agreement to Memorandum of Understanding**

The signatures affixed below agree to the Memorandum of Understanding described above. Dakota State University or Huron Community Campus may request modification/amendment to the MOU in writing at any time. The parties listed below must approve.

For Dakota State University

For Huron Community Campus

\_\_\_\_\_  
Dean, Business and Information Systems (Date)

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Director, Huron Community Campus (Date)

\_\_\_\_\_  
Provost/ VP for Academic Affairs (Date)

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Board, Huron Community Campus (Date)

\_\_\_\_\_  
President (Date)

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Huron City Commission (Date)