

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 6 – D (4)

DATE: May 11, 2021

SUBJECT

BHSU & SDSMT Computer Science MOU

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 2:29](#) – Definitions of Credits and Related Institutional Requirements

BACKGROUND / DISCUSSION

Ellsworth Air Force Base (“Ellsworth AFB”) recently issued a request for proposals for post-secondary institutions seeking to deliver educational programming on Ellsworth AFB, with submissions due April 30, 2021. The RFP identified the educational needs on Ellsworth AFB, which included an undergraduate degree in Information and Computer Science, a degree not currently available through BHSU. The ability of an institution to address the educational needs identified in the RFP is a condition of eligibility. Additionally, Ellsworth AFB will not consider joint proposals from institutions.

As a result, BHSU and SDSMT are seeking to collaborate in the delivery of SDSMT’s existing computer science program through BHSU, as further described in Attachment I, which would be limited to BHSU’s offerings at Ellsworth AFB, should BHSU be selected as one of two institutions to offer programming at Ellsworth AFB. The foregoing does not constitute a new degree offering, nor does it expand or grow BHSU’s faculty in the area of computer science. The MOU set forth in Attachment I simply seeks to provide BHSU with the authority to transcribe and offer the degree in accordance with BOR Policy 2:29, section 1.C.5, with the underlying computer science programming delivered by SDSMT.

IMPACT AND RECOMMENDATION

Approval of the MOU set forth in Attachment I would provide BHSU with the opportunity to compete to, and if selected, deliver programming on Ellsworth AFB. Currently no system institutions are allowed to deliver courses on Ellsworth AFB.

Board staff recommends approval.

ATTACHMENTS

Attachment I – BHSU & SDSMT Computer Science MOU

DRAFT MOTION 20210511_6-D(4):

I move to approve the BHSU & SDSMT Computer Science MOU set forth in Attachment I.

MEMORANDUM OF UNDERSTANDING

By and Between

Black Hills State University (BHSU) and South Dakota School of Mines & Technology (SDSMT)
For the Delivery of a Computer Science Baccalaureate at Ellsworth Air Force Base

1. The purpose of this memorandum of understanding (MOU), subject to Board of Regents (“BOR”) approval pursuant to BOR Policy 2:29, is to outline the inter-institutional agreement between BHSU and SDSMT pertaining to the delivery, offering and transcription of the existing SDSMT Computer Science baccalaureate degree (“CS Degree”) through BHSU in connection with its delivery of certain programming on Ellsworth Air Force Base.
2. Upon approval of the BOR, this MOU shall remain in effect until one of the following occurs:
 - a. The parties mutually agree to modify this MOU;
 - b. The parties mutually agree to terminate this MOU;
 - c. BHSU ceases to deliver programming on Ellsworth Air Force Base; or
 - d. Failure or withdrawal of any BOR required approvals or authorizations.
3. BHSU and SDSMT will collaborate to deliver the CS Degree currently offered at SDSMT through BHSU, solely for the purposes of BHSU’s programming to be delivered at or through Ellsworth Air Force Base. The CS Degree delivered pursuant to this MOU is authorized for transcription and degree-granting authority by BHSU pursuant to BOR Policy 2:29, Section 1.C.5.
4. Students eligible for participation and receipt of the CS Degree authorized herein shall be limited to those enrolled at BHSU and participating at, or through BHSU’s presence on, Ellsworth Air Force Base (“Participating Students”). For avoidance of doubt, all Participating Students shall apply to and be enrolled at BHSU.
5. BHSU shall be responsible for billing and collection of any and all required tuition and fees from Participating Students. BHSU shall compensate SDSMT at a rate equivalent to the tuition and fees collected on all CS Degree courses delivered by SDSMT faculty. The compensation shall occur within fourteen (14) days following the final date for students to withdrawal and receive a refund in the applicable term. Any adjustments to the tuition and fees after that time will be paid or credited within 15 days from the end of the month in which they were made. Late fees will remain with BHSU since they are responsible for the billing and payment process.
6. Any Higher Learning Commission (“HLC”) notification necessary to create this consortial relationship will be the responsibility of each institution’s HLC coordinator.
7. A Curriculum and Assessment Committee, consisting of at least one person from BHSU and one person from SDSMT, shall provide curricular oversight, in addition to planning, facilitating and coordination of the necessary programming to provide for the CS Degree offering and transcription through BHSU. Additional members may be added with the


approval of both BHSU and SDSMT. Any actions or decisions of the Curriculum and Assessment Committee shall be mindful of and consistent with any applicable accreditation standards.

8. The Parties will make good faith effort to comply with the standard minimum credit hour requirements for the degree granting institution (i.e., BHSU) set forth in BOR Policy 2:29, specifically that a minimum of 30 credit hours are earned from the degree granting institution and that 15 of the last 30 credits earned preceding completion are earned from the degree granting institution, but given the nature of the Participating Students and the structure of the CS Degree authorized hereunder, compliance with the foregoing may be difficult if not impossible in some instances. As a result, the Parties preemptively authorize waiver of the aforementioned requirements for the CS Degree authorized hereunder in instances in which the fulfillment of the standard requirements are not feasible, and by virtue of its approval of this MOU, BOR authorizes and approves the same.
9. The specific course offerings to be provided by SDSMT will be determined by the Curriculum and Assessment Committee, and adjusted from time to time as necessary and appropriate to facilitate the offering of the CS Degree hereunder, and attached hereto as Exhibit I.
10. BHSU shall be responsible for the provision of all student services for Participating Students. SDSMT's obligations and responsibilities hereunder will be limited to providing the curriculum and instructional delivery as determined by the Curriculum and Assessment Committee and set forth in Exhibit I.
11. Any communication with representatives of Ellsworth Air Force Base regarding the delivery of the CS Degree provided herein will be handled by or facilitated through BHSU.
12. BHSU and SDSMT agree to share and maintain data in accordance with FERPA and other applicable data security requirements and policies for the purpose of delivery, offering and transcription of the CS Degree. BHSU and SDSMT staff will be provided the appropriate level of access to pull and use data concerning Participating Students in the CS Degree offered hereunder.
13. This MOU may be reviewed annually and modified in writing by mutual consent of the Parties. Either Party may terminate the MOU upon provision of one-year advance written notice.

BHSU

 4-27-2021
 Laurie Nichols (Date)
 President

SDSMT

 4-27-2021
 Jim Rankin (Date)
 President