

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – H (2)
DATE: May 10, 2022

SUBJECT

Articulation Agreements – USD

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 2:27](#) – Program to Program Articulation Agreements

BACKGROUND / DISCUSSION

BOR Policy 2:27 Program to Program Articulation Agreements establishes requirements for institutions seeking to develop program level agreements for interested transfer students. The policy further establishes the distinction between AA, AS, and AAS degrees which are classified as transferable, terminal, or non-transferable degrees (respectively). However, the AAS is “transferable when a specific degree articulation agreement exists between a given A.A.S. degree and a specific Baccalaureate degree.” Agreements established with regionally accredited institutions must be developed in conjunction with the faculty, following all institutional guidelines and are monitored as a function of the institutional program review process. Once approved, the agreements apply only at Regental institutions with equivalent programs.

IMPACT AND RECOMMENDATION

To comply with BOR Policy 2:27, the University of South Dakota requests approval for the following articulation agreement:

- Students who have completed coursework in the Dental Assisting degree program at Lake Area Technical College (LATC) can apply credit toward the Dental Hygiene degree program at USD.

Board staff recommends approval.

ATTACHMENTS

Attachment I – USD Articulation Agreement: LATC

DRAFT MOTION 20220510_5-H(2):

I move to approve the University of South Dakota’s articulation agreement with Lake Area Technical College, as presented in Attachment I.

**PROGRAM TO PROGRAM ARTICULATION AGREEMENT
WITH SOUTH DAKOTA TECHNICAL COLLEGES**

ARTICULATION AGREEMENT WITH RESPECT TO
DENTAL HYGIENE EDUCATION

BETWEEN

THE UNIVERSITY OF SOUTH DAKOTA

AND

LAKE AREA TECHNICAL COLLEGE

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 College (LATC)

II. Purpose: The purpose of this agreement is to provide for the articulation of courses between Lake Area Technical College 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 College will get credit and a grade a "P" (pass) for The University of South Dakota Department of Dental Hygiene courses indicated below:

LATC Courses

DA 165 Dental Radiology I (2.5 cr)

DA 167 Dental Radiology II (2 cr)

DA 135 Dental Materials I (3cr) and

DA 138 Clinical Skills (4cr) and

DA 148 Advanced Clinical Skills (4 cr)

DA 141 Pharmacology and Medical Emergencies (2 cr)

USD Courses

DHYG 327 Principles of Radiography (2 cr)

DHYG 333/L Radiography Practicum/Lab (2 cr)

DHYG 422/L Dental Materials II/Lab (2cr)

DHYG 351/L Nitrous Oxide/Oxygen Sedation/Lab (1 cr)

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 LATC.
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 LATC 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 College 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 LATC 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 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:** May 1st, 2021
- XII. **Acceptance of the Agreement.**

For The University of South Dakota:

Miranda Drake
Chairperson, Department of Dental Hygiene

DATE: _____

Dr. Haifa AbouSamra
Dean, School of Health Sciences

DATE: _____

Dr. Tim Ridgway
Vice President for Health Affairs

DATE: _____

Sheila K. Gestring
President, The University of South Dakota

DATE: _____

John W. Bastian
President, South Dakota Board of Regents

DATE: _____

For Lake Area Technical College:

Nicole Pahl
Dental Assisting Program Coordinator, Lake Area Technical College

DATE: _____

Mike Cartney
President, Lake Area Technical College

DATE: _____

Diane Stiles
Vice President, Lake Area Technical College

DATE: _____