SOUTH DAKOTA BOARD OF REGENTS

Committee on Academic and Student Affairs

AGENDA ITEM: II – D (1)

DATE: December 12-13, 2012

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SUBJECT: Cooperative Agreements – BHSU

Black Hills State University has submitted a cooperative agreement with the Universitat Jaume I (UJI), Spain.

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RECOMMENDED ACTION OF THE EXECUTIVE DIRECTOR

Approve the cooperative agreement between BHSU and Universitat Jaume I (UJI).
MEMORANDUM OF UNDERSTANDING BETWEEN
Black Hills State University, Spearfish, South Dakota, U.S.A., and
Universitat Jaume I, Spain

On the one hand, Black Hills State University, with registered offices in Spearfish, South Dakota, United States of America, a University Registered with the South Dakota Board of Regents University System, of the State of South Dakota, and its President, Dr. Kay Schallenkamp representing and acting on behalf of the South Dakota Board of Regents, in accordance with the attributions conferred upon her by the South Dakota Board of Regents on 2006; and,

On the other hand, the Universitat Jaume I, based in the town of Castelló de la Plana, and its Rector, Prof. Vicent Climent Jordà, appointed by Decree 96/2010 of 11 June of the Valencian Government, representing and acting on behalf of the University, and in accordance with the attributions conferred of the Universitat Jaume I, approved by Decree 116/2010 of 27 August of the Valencian Government.

This memorandum of understanding between Black Hills State University (BHSU), USA and Universitat Jaume I, Spain (UJI) is intended to promote study abroad opportunities and friendship between BHSU and UJI by stimulating and supporting academic and intercultural activities that include but are not limited to a collaborative Study Abroad Program (SAP) for students from BHSU.

The Memorandum of Understanding will continue in effect for a period of five (5) years and may be extended for additional five-year periods by mutual agreement. During fall or spring semesters BHSU will send Spanish Major students to UJI to take courses in Spanish. This Memorandum may be terminated by either institution upon 180-day written notification to the other institution.

The following activities are approved for collaborative efforts as stipulated below. These and other academic activities may be added via Addenda to this Memorandum of Understanding when developed and approved by the two institutions.

- BHSU and UJI agree to develop, encourage and facilitate a Study Abroad Program for the Department of Spanish at BHSU, whereby Spanish Major students may fulfill Spanish Program of Study Degree Requirements at UJI.
- Prior to finalizing individual faculty visits, representatives at both institutions shall secure approvals from their respective Department Heads, Deans, and other appropriate Institution Administrative Officers.
- The main contact at both universities for any communication pertaining to this agreement will be the Vice President for Academic Affairs at BHSU and the Vice Rector for International Relations at UJI.
Both universities agree that all Program specifics and expenses for BHSU students enrolled in the SAP at UJI will be articulated in Addendum A. These expenses include but are not limited to: tuition and fees, laboratory fees (when necessary), special course fees, matriculation fee, room and board, health insurance provided by the South Dakota Board of Regents approved Health Insurance Provider.

For conditions of the affiliation, and terms of agreement not covered by this Memorandum of Understanding, or for problems that arise while the exchange agreement is in effect, both parties agree to refrain from unilateral action and to consult with one another to negotiate mutually agreeable decisions. Either party, upon written agreement, may amend this Memorandum of Understanding.

The main contact at both universities for any communication pertaining to this agreement will be the Vice President for Academic Affairs at BHSU and the Vicerector of Cooperation and International Relations of the Universitat Jaume I.

Both institutions subscribe to the policy of Equal Opportunity and will not discriminate on the basis of race, gender, age, ethnicity, religion, national origin or other characteristics.

Without prejudice to the competencies of each institution, any controversies arising from the interpretation of this Agreement and from the protocols governing its implementation shall be examined and resolved by a commission made up of four people, two of whom shall act on behalf of the University and two on behalf of the Institution.

If an agreement is not reached, the contentious issues shall be reported and dealt with by the contentious-administrative courts.

In witness whereof, this agreement is signed in duplicate in English and Valencian in the place and on the date shown below.

Dr. Ka hllenkamp  
President  
Black Hills State University

D. Vicent Climent Jordà  
Rector  
Universitat Jaume I
ADDENDUM A
Study Abroad Program
Black Hills State University and Universitat Jaume I
BHSU Spanish Major Students

This Addendum has been developed in accordance with stipulations set forth in the Memorandum of Understanding and provides specific elements that articulate the conditions of Spanish Major BHSU students to Study Abroad at UJ for the purpose of fulfilling BHSU Spanish Major Degree requirements.

1. Notification of Intent to send BHSU student: BHSU will notify UJ one (1) semester prior to the semester that any BHSU student is required to Study at UJ to fulfill Spanish Major Degree Requirements.

2. Letter of Acceptance: Upon receipt of a Letter of Nomination for a BHSU student, the Universitat Jaume I agrees to provide a Letter of Acceptance which is required by the Government of Spain to obtain a visa. The Letter of Acceptance will be sent directly to the Director of the Office of International Studies at BHSU within 5 business days.

3. Response to Notification: UJ agrees that it will accept up to five (5) full-time undergraduate students for one semester or for one academic year. SAP Students must stipulate the duration of their Exchange Study Abroad prior to departure from their home institution. The Home Institution will inform the Host Institution about the duration of time each Exchange Student will study at the Host Institution.

4. Selection of BHSU Students: Each Spanish Degree seeking BHSU student will be selected by BHS.

5. Tuition Charges: UJ will charge tuition fee to the BHSU Study Abroad Program Student.

6. Student Financial Responsibility: Each BHSU Study Abroad Program Student will pay his/her own tuition, room and board expenses, books and other incidental and personal expenditures and all other expenses required or incurred for the purpose of taking part in this Study Abroad Program.

7. BHSU Financial Responsibility: The home institution is free to provide any financial assistance, or otherwise, it may desire. Such expenses include but are not limited to: transportation, meals during vacations, independent travels in and beyond the host country and field trips (voluntary).

8. Health Insurance Requirement: South Dakota Board of Regents (SDBOR) Policy requires that all Outbound Study Abroad Program Students must purchase Student Health Insurance from an approved Health Insurance provider prior to departure from the USA.
9. **Academic Record:** The record of each Student's academic performance will be sent directly to the BHSU Office of International Studies by UJ.

10. **Credit Transfer:** It shall be the responsibility of BHSU to arrange with the student as to how many of the credits will transfer back to BHSU from UJ and transcripted.

11. **BHSU Student Orientation:** BHSU students will be provided a "New Student Orientation" upon their arrival at the Universitat Jaume I.

12. **Selection of Courses:** Courses that may be taken at UJ include: 300-400 level courses that are content specific to Spain and or Hispanic America. Nine (9) American Credits or 15 ECTS Credits in literature, culture, and or history (minimum 9 credit hours). Language of instruction should be Castellano. Courses in for non-native speakers of Castellano should also be available (minimum of 6 American Credits or 9 ECTS Credits).

13. **Semester Credit Hour Requirement:** BHSU students must take at least 12 credit hours of classroom instruction (1 credit hour is equivalent to 1 classroom hour of instruction each week for 15 weeks, or one semester). Using the ECTS credit system BHSU students need to take a minimum of 18 ECTS for each semester of attendance at UJ.

14. **Living arrangements:** Universitat Jaume I is responsible for the placement of BHSU students with appropriate local families. Students will be placed in homes where Castellano is the lingua franca of the home, and where one student is placed per home. Students may live in student residence on or off campus based on information provided by the University of Jaume I.

15. **Exchange of personal data:** Both institutions will inform their candidates during the application process of the following: "Their personal data (name, id, postal address and e-mail) will be communicated to the host institution and will be included in the database of the host university in the case of being selected. The students have the right of access, rectification, cancellation and if necessary, opposition.

In case of UJI, the students will be able to do it through and e-mail or a letter sent to Servei de Gestió de la Docència i Estudiants de la Universitat Jaume I. Edifici de Rectorat i Serveis Centrals. Campus del Riu Sec. 12071 Castelló de la Plana. Tel. +34 964 728845. E.mail: docencia-estudiants@uji.es.
The rector, and by delegation of signature (14/06/2010)
Inmaculada Fortanet Gómez, Vicerector of Cooperation and International Relations
Universitat Jaume I
Castellón, Spain

Dr. Rodney Custer, Provost
Vice President Academic Affairs
Black Hills State University
1200 University Street, Unit 9519
Spearfish, South Dakota, USA 57799-9519
1(605)642-6942