BOARD OF REGENTS
MINUTES OF THE MEETING
December 4-6, 2018

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Adjourn 3737
The South Dakota Board of Regents met on December 4-6 at Northern State University in Aberdeen, South Dakota, with the following members present:

Kevin Schieffer, President
John Bastian, Vice President
Jim Morgan, Secretary
Lucas Lund, Regent
David Mickelson, Regent
Pam Roberts, Regent
Randy Schaefer, Regent
Jim Thares, Regent
Joan Wink, Regent

Also present during all or part of the meeting were Dr. Paul B. Beran, Board of Regents Executive Director and CEO; Nathan Lukkes, Board of Regents General Counsel; Paul Turman, System Vice President for Academic Affairs; Michele Anderson, Internal Auditor; Kayla Bastian, Director of Human Resources; Monte Kramer, System Vice President of Finance & Administration; Dave Hansen, System Chief Information Officer; Janelle Toman, Director of Communications; Leah Ahartz, Budget Manager; Molly Weisgram; Executive Assistant to the CEO and Board; Barry Dunn, SDSU President; José-Marie Griffiths, DSU President; Tom Jackson Jr., BHSU President; Jim Rankin, SDSM&T President; Tim Downs, NSU President; Sheila Gestring, USD President; Nathan Hermen, Ivy Oeljenbuns, Jacob Williams, DSU; Josh Hagen, Joelle Lien, Veronica Paulson, Shaeyne Shang, Bingqian Bai, Xuemin Zhang, Shiyin Cai, Xiaoyne Zheng, Jia Li Zan, Shupeng Liu, Jiachun Rng, Zuchen Wang, Lei Cheng, Yanvu Lian, Shiou Zang, Kaixin Qu, Unem Fang, Yanteng Guo, NSU; Jerilyn Roberts, Heather Forney, SDSM&T; Dean Kattelmann, Tracy Greene, Michael Holbeck, Rob Kohrman, Michaela Willis, Dennis Hedge, Mary Kay Helling, Nick Lorang, Amanda Muller, Anna Milbauer, Kaithin Frank, Hannah Smith, Alexandra Farber, Jennifer Tonak, Mary Dybedahl, Erin Benson, Sameer Kesharam, Ryan Sailors, Cole McDougall, Allyson Monson, Dominick Weber, Jennifer Mueller, Megan Kellen, Carter Hunter, Spencer Thompson, Josh Longtin, Spencer Harwood, Dylan Johnson, Nick Alholinna, SDSU; Michael Card, Kurt Hackemer, Kim Grieve, Adam Rosheim, Josh Sorbe, Madison Green, USD; Claudean Hluchy, Sheila Hansen, SDSD/SDSBVI; Aberdeen community; ADD, American News; and other members of the Regental system and public and media.
BOARD WORK

Regent Schieffer declared a quorum present and called the meeting to order at 5:25 p.m.

1-B Approval of the Agenda

IT WAS MOVED by Regent Bastian, seconded by Regent Thares, to approve the agenda as published with one change, move agenda item 3-R(4) off the consent agenda and instead take it up during the Budget and Finance Committee agenda. Motion passed.

Regent Schieffer noted that the Board will add a discussion on Board committee assignments as part of its executive session discussion.

1-C Declaration of Conflicts

There were no declared conflicts.

1-D Approval of the Minutes – Meetings on October 2-4, 2018

IT WAS MOVED by Regent Roberts, seconded by Regent Schaefer, to approve the minutes of the meeting on October 2-4, 2018. Motion passed.

1-E Rolling Calendar

IT WAS MOVED by Regent Schaefer, seconded by Regent Mickelson, to approve the December 2019 Board of Regents’ meeting dates and location (December 10-12 in Vermillion) as well as the adjustments made to previously approved 2019 Board meeting dates and locations as shown on Attachment I of the agenda item. Motion passed.

A copy of the Rolling Calendar can be found on pages 3741 to 3745 of the official minutes.

IT WAS MOVED by Regent Morgan, seconded by Regent Mickelson, that the Board dissolve into executive session at 5:30 p.m. on Tuesday, December 4, 2018, to consult with legal counsel and discuss personnel matters, pending and prospective litigation, contractual matters, marketing or pricing strategies by a board of a business owned by the state when public discussion may be harmful to the competitive position of the business; that it rise from executive session at 8:00 p.m.; that it reconvene into executive session at 8:00 a.m. on Wednesday, December 5, 2018, to continue to discuss the earlier referenced matters; that it rise from executive session at 12:30 p.m. to resume the regular order of business; and that it report its deliberations while in executive session. Motion passed.
WEDNESDAY, DECEMBER 5, 2018

The Board reconvened at 1:07 p.m.

CONSENT AGENDA

IT WAS MOVED by Regent Bastian, seconded by Regent Morgan, to approve consent agenda items 3-A through 3-U, with the exception of 3-R(4) which will be taken up during the Budget and Finance Committee portion of the agenda. Motion passed.

Regents Schieffer and Bastian recognized the importance of agenda item 3-S NSU Naming Request – Harvey C. Jewett IV Regional Science Education Center and asked President Downs to provide comment.

President Downs said agenda item 3-S recognizes Former Regent Jewett’s dedication to public higher education. He noted that it is very fitting that this facility be named for Former Regent Jewett as he was devoted to making sure that the facility became a reality. He recognized the building as a gateway to the NSU campus.

3-A Graduation Lists

Approve the Fall 2018 graduation lists for BHSU, DSU, NSU, SDSM&T, SDSU, and USD contingent upon the students’ completion of all degree requirements.

A copy of the Fall 2018 Graduates Lists can be found on pages 3746 to 3775 of the official minutes.

3-B (1) Agreements on Academic Cooperation – Northern State University

Approve the agreements on academic cooperation between Northern State University and 1) JAMK University of Applied Sciences, and 2) Shanghai University.

A copy of NSU’s Agreements on Academic Cooperation can be found on pages 3776 to 3789 of the official minutes.

3-B (2) Agreements on Academic Cooperation – University of South Dakota

Approve the agreement on academic cooperation between the University of South Dakota and Yangtze University.

A copy of USD’s Agreements on Academic Cooperation can be found on pages 3790 to 3794 of the official minutes.
3-C Articulation Agreement – SDSU

Approve the articulation agreement between the South Dakota State University and Minnesota State Community and Technical College, as presented.

A copy of SDSU’s Articulation Agreement can be found on pages 3795 to 3801 of the official minutes.

3-D Revisions to Terminal Degrees Table – USD & SDSMT

Approve the proposed revisions to AAC Guideline 6.2 Terminal Degrees Table as provided in Attachment I of the agenda item.

A copy of the Revisions to Terminal Degrees Table – USD & SDSMT can be found on pages 3802 to 3812 of the official minutes.

3-E Request to Seek Accreditation – SDSMT & USD

Approve 1) USD and SDSMT’s request to seek accreditation from the Accreditation Board for Engineering and Technology (ABET) for their Biomedical Engineering (USD) and Nanoscience and Nanoengineering (SDSMT) programs; and 2) USD’s request to seek accreditation from the Commission on Accreditation of Allied Health Education Programs for the Emergency Medical Services Professions for their BS in Health Sciences, Paramedic Specialization.

A copy of SDSMT & USD’s Requests to Seek Accreditation can be found on pages 3813 to 3820 of the official minutes.

3-F Inactive Status and Program Termination Requests – BHSU & NSU

Approve BHSU’s request to terminate their certificate in K-12 Science Education; and NSU’s request to terminate their Criminal Justice Specialization and Human Services Specialization within their BA in Sociology program.

A copy of BHSU & NSU’s Inactive Status and Termination Requests can be found on pages 3821 to 3830 of the official minutes.

3-G Site Termination Request – USD

Approve USD’s request to terminate the Capital University Center and Rapid City University Center delivery site locations for their Bachelor of General Studies degree program.

A copy of USD’s Site Termination Request can be found on pages 3831 to 3833 of the official minutes.

Authorize BHSU to offer an undergraduate certificate in International Studies as presented.

A copy of BHSU’s New Certificate Request can be found on pages 3834 to 3840 of the official minutes.

3-H (2) New Certificate Requests – DSU – Healthcare Data Analytics (Graduate)

Authorize DSU to offer a graduate certificate in Healthcare Data Analytics, including online delivery, as presented.

A copy of DSU’s New Certificate Request can be found on pages 3841 to 3848 of the official minutes.

3-H (3) New Certificate Requests – SDSU – Psychiatric Mental Health Nurse Practitioner (Post-Graduate)

Authorize SDSU to offer the certificate Post-Graduate Psychiatric Mental Health Nurse Practitioner, including online delivery, as presented.

A copy of SDSU’s New Certificate Request can be found on pages 3849 to 3858 of the official minutes.

3-H (4) New Certificate Requests – USD – Tourism & Hospitality Marketing (Undergrad)

Authorize USD to offer an undergraduate certificate Tourism and Hospitality Marketing as presented.

A copy of USD’s New Certificate Request can be found on pages 3859 to 3863 of the official minutes.

3-H (5) New Certificate Requests – USD – Health & Culture (Undergrad)

Authorize USD to offer an undergraduate certificate in Health and Culture as presented.

A copy of USD’s New Certificate Request can be found on pages 3864 to 3868 of the official minutes.

3-I New Specialization Request – USD – Accounting Analytics (Master of Professional Accountancy)

Authorize USD to offer the specialization in Accounting Analytics within the Master of Public Accountancy (MPA) program, including online delivery, as presented.
A copy of USD’s New Specialization Request can be found on pages 3869 to 3872 of the official minutes.

3-J (1) New Site Requests – SDSU – Geographic Information Sciences Certificate (Online & UC-SF)

Authorize SDSU to offer the certificate in Geographic Information Sciences at the University Center – Sioux Falls and online.

A copy of SDSU’s New Site Request can be found on pages 3873 to 3879 of the official minutes.

3-J (2) New Site Requests – SDSU – Geographic Information Sciences Minor (Online)

Authorize SDSU to offer the minor in Geographic Information Sciences online.

A copy of SDSU’s New Site Request can be found on pages 3880 to 3886 of the official minutes.


Approve the Joint Powers Agreement set forth in Attachment I of the agenda item.

A copy of the Digital Forensics Center Joint Powers Agreement – DSU & AG’s Office can be found on pages 3887 to 3896 of the official minutes.

3-K (2) Joint Powers Agreement – SDLTAP Joint Powers Agreement – SDSU & SD Department of Transportation

Approve the Joint Powers Agreement set forth in Attachment I of the agenda item.

A copy of the SDLTAP Joint Powers Agreement – SDSU & SD Department of Transportation can be found on pages 3897 to 3927 of the official minutes.

3-L Academic Calendars – Clerical Update

Approve the revision to the 2019-20 to 2026-27 Academic Calendars as presented.

A copy of the Academic Calendars can be found on pages 3928 to 3935 of the official minutes.

3-M Program Modification – Accelerated Program Request – USD

Approve the program modification request to allow for USD’s MS in Sustainability to be offered as an accelerated program as described in Attachment I of the agenda item.

A copy of the USD’s Program Modification for an Accelerated Program Request can be found on pages 3936 to 3938 of the official minutes.
3-N M&R Projects

Approve the NSU, SDSU and USD maintenance and repair projects as described in this agenda item.

A copy of the M&R Projects can be found on pages 3939 to 3940 of the official minutes.

3-O FY20 HEFF M&R Projects

Approve the FY20 HEFF M&R projects as presented in Attachment II of the agenda item.

A copy of the FY20 HEFF M&R Projects can be found on pages 3941 to 3946 of the official minutes.

3-P FY20 Auxiliary System M&R Projects

Approve the FY20 Auxiliary System M&R projects as presented in Attachment I of the agenda item.

A copy of the FY20 Auxiliary System M&R Projects can be found on pages 3947 to 3950 of the official minutes.

3-Q FY20 AES M&R Projects

Approve the AES M&R projects for FY20 as requested.

A copy of the FY20 AES M&R Projects can be found on pages 3951 to 3952 of the official minutes.

3-R (1) BOR Policy Revisions – BOR Policy 5:8 – Acceptance of Gifts (First and Final Reading)

(1) Waive the two-reading requirement of By-Laws Section 5.5.1, and (2) approve the first and final reading of BOR Policy 5:8 – Acceptance of Gifts as shown in Attachment I of the agenda item.

A copy of BOR Policy Revisions – BOR Policy 5:8 – Acceptance of Gifts (First and Final Reading) can be found on pages 3953 to 3955 of the official minutes.

3-R (2) BOR Policy Revisions – BOR Policy 6:4 – Capital Improvements (First and Final Reading)

(1) Waive the two-reading requirement of By-Laws Section 5.5.1, and (2) approve the first and final reading of BOR Policy 6:4 – Capital Improvements as shown in Attachment I of the agenda item.
A copy of BOR Policy Revisions – BOR Policy 6:4 – Capital Improvements (First and Final Reading) can be found on pages 3956 to 3964 of the official minutes.

3-R (3) BOR Policy Revisions – BOR Policy 6:10 – Legislative Authorization of Private or Grant Funded Facilities (First and Final Reading)

(1) Waive the two-reading requirement of By-Laws Section 5.5.1, and (2) approve the first and final reading of BOR Policy 6:10 – Legislative Authorization of Private or Grant Funded Facilities as shown in Attachment I of the agenda item.

A copy of BOR Policy Revisions – BOR Policy 6:10 – Legislative Authorization of Private or Grant Funded Facilities (First and Final Reading) can be found on pages 3965 to 3966 of the official minutes.

3-R (4) BOR Policy Revisions – BOR Policy 7:2 – IT Security Policy for Employees Leaving the BOR System (First and Final Reading)

<<Moved to the Budget and Finance Committee Agenda>>

3-R (5) BOR Policy Revisions – BOR Policy 7:3 – Campus Alert System (First and Final Reading)

(1) Waive the two-reading requirement of By-Laws Section 5.5.1, and (2) approve the first and final reading of BOR Policy 7:3 – Campus Alert System as shown in Attachment I of the agenda item.

A copy of BOR Policy Revisions – BOR Policy 7:3 – Campus Alert System (First and Final Reading) can be found on pages 3970 to 3972 of the official minutes.

3-R (6) BOR Policy Revisions – BOR Policy 7:6 – Technology Purchases (First and Final Reading)

(1) Waive the two-reading requirement of By-Laws Section 5.5.1, and (2) approve the first and final reading of BOR Policy 7:6 – Technology Purchases as shown in Attachment I of the agenda item.

A copy of BOR Policy Revisions – BOR Policy 7:6 – Technology Purchases (First and Final Reading) can be found on pages 3973 to 3976 of the official minutes.

3-S NSU Naming Request – Harvey C. Jewett IV Regional Science Education Center

Approve the request by Northern State University to name its new science building the “Harvey C. Jewett IV Regional Science Education Center.”

A copy of the NSU Naming Request – Harvey C. Jewett IV Regional Science Education Center can be found on pages 3977 to 3981 of the official minutes.
3-T USD Inman House Lease Amendment

Grant the Executive Director the authority to finalize and execute the amendment lease in substantially similar form to that set forth in Attachment II of the agenda item.

A copy of the USD Inman House Lease Amendment can be found on pages 3982 to 4009 of the official minutes.

3-U Resolution of Recognition – Former Regent Bob Sutton

Approve the resolution of recognition for Former Regent Bob Sutton to recognize his service to South Dakota’s system of public higher education.

A copy of the Resolution of Recognition – Former Regent Bob Sutton can be found on pages 4010 to 4011 of the official minutes.

PLANNING, GOVERNANCE, AND RESOURCE DEVELOPMENT

4-A Welcome and Presentation by NSU President Tim Downs

NSU President Tim Downs welcomed the audience to NSU and provided campus updates as of Fall 2018. He shared information about student retention, the institution’s honors program, on-campus events, campus master plan, Johnson Fine Arts Center, Wolves Memorial Suites, Great Plains East and West, Regional Science Education Center, Athletic and Recreation Fields, partnership with the School for the Blind and Visually Impaired facility, and the on-campus Regional Sports Complex. He said the total investment in less than a decade in NSU and SDSBVI has been $120 million, all funded by private donors.

4-B Student Organization Awards – NSU

Checka Leinwall, Associate Vice President for Student Affairs, presented the Student Organization Awards for NSU. The Award for Academic Excellence for 2017 was presented to Project Pengyou Northern State University Chapter. The Award for Community Service was presented to Council for Exceptional Children (CEC). The Award for Organization Leadership was presented to Chinese Students Association (CSA).

A copy of the NSU Student Organization Awards can be found on pages 4012 to 4013 of the official minutes.

4-C Reports on Individual Regent Activities

Regent Schaefer congratulated President Griffiths on being selected by Senator Thune to serve as a member of the newly-formed National Security Commission on Artificial Intelligence. He said this is a prestigious appointment for both DSU and the state of South Dakota.
4-D Reports from Individual Presidents and Superintendents

President Griffiths introduced Dr. Josh Pauli as the new Vice President for Research and Economic Development at DSU.

4-E Report and Actions of Executive Session

After convening at 5:30 p.m. on Tuesday, December 4, 2018, the Board dissolved into executive session in order to consult with legal counsel and discuss personnel matters, pending and prospective litigation, contractual matters, and marketing or price strategies by a board of a business owned by the State when public discussion may be harmful to the competitive position of the business, before recessing at 8:00 p.m. The Board reconvened in Executive Session at 8:00 a.m., on Wednesday, December 5, 2018, to continue discussing the earlier referenced matters before rising from Executive Session at 12:30 p.m. to resume the regular order of business.

Regent Morgan reported that while in Executive Session, the Board discussed the matters just described, which included certain recommended actions as set forth in the Secretary’s Report and other matters permitted by law.

IT WAS MOVED by Regent Morgan, seconded by Regent Mickelson, that the Board approve the recommended actions as set forth in the Secretary’s Report and that it will publish said Report and official actions in the formal minutes of this meeting. Motion Passed.

A copy of the Secretary’s Report can be found on pages 4014 to 4016 of the official minutes.

4-F Report of the Executive Director/Interim Actions

Dr. Paul B. Beran, Board of Regents Executive Director and CEO, expressed his gratitude for the hospitality of Northern State University. He said he has greatly appreciated the support and warmth he has felt in South Dakota during his first three months of employment. He has appreciated the opportunity to work with the regents, presidents, and superintendent as well as to learn all about each Regental institution. He said the Council of Presidents and Superintendents has been incredibly supportive as he has brought ideas forward to evaluate efficiency, which is one of the main expectations of his employment. He shared ideas for possible gains in efficiencies, which dealt with standardizing processes in new and better ways so the system can have more resources to support its core mission of teaching and learning. He said in partnership with the Council of Presidents and Superintendents, the system will look into conducting an evaluation of space use that will provide benchmarks for how we use our facilities; it will evaluate a methodology to standardize grounds and maintenance services; and it will look at the right balance of administration, faculty, and staff, which can truly support a most efficient and effective system.

Dr. Beran recognized and thanked Dr. Paul Turman, System Vice President of Academic Affairs, for his service, recognizing this as his last meeting before he moves to his next leadership position in Nebraska. He said Dr. Turman has been welcoming to him personally, and has been an exceptional resource for all of the Regental system for many years. He said it will be difficult to replace his position.
Last, he noted that the evening’s reception is set to honor outgoing Regent Bob Sutton who dedicated a lot of time and effort over the last several years to the Regental institutions.

A copy of the Report of the Executive Director/Interim Actions can be found on pages 4014 to 4016 of the official minutes

4-G NSU Foundation Report

Todd Jorde, President/CEO of NSU Foundation, provided information about the NSU Foundation.

A copy of the NSU Foundation Report can be found on pages 4017 of the official minutes.

4-H 2019 Proposed Legislation

Nathan Lukkes, Board of Regents General Counsel, provided an overview of the legislation that the Board of Regents is proposing, with Board authorization, for the upcoming legislative session in 2019.

Regent Roberts asked if the Board office has spoken with the administration and budget office about the bond savings bill. In response, Dr. Monte Kramer, System Vice President of Finance and Administration, explained that he has had conversations with the current administration but not the incoming administration. He said although there is not strong opposition from the current administration, BFM Commissioner Liza Clark has indicated that she prefers it to remain the same as it is today. Regent Roberts said she appreciated that they had the conversation.

Regent Schaefer asked if there was a maintenance and repair plan for the NSU Regional Sports Complex. Dr. Kramer said NSU plans to address maintenance and repair from operating proceeds, and that is what will be shown in the pro forma to be presented today. In summary, there will be no financial impact on the general fund nor the Higher Education Facility Fund (HEFF) for the new stadium.

IT WAS MOVED by Regent Schaefer, seconded by Regent Thares, to authorize the Executive Director to (1) submit the proposed bills and make such modifications or amendments to the bills as are necessary and appropriate, provided such modifications or amendments do not change the fundamental purpose of the legislation, and (2) submit such additional legislation as may be necessary and appropriate, upon concurrence of a majority of the executive committee. Motion passed.

A copy of the 2019 Proposed Legislation can be found on pages 4018 to 4031 of the official minutes.

4-I USD Discovery District Lease Amendment

Nathan Lukkes, Board of Regents General Counsel, explained that the Board of Regents entered into a Master Ground Lease with the USD Research Park, Inc. (dba USD Discovery District) dated June 20, 2013 for the operation of a research park on 80 acres of state land in Sioux Falls, which
was approved at the June 2013 BOR meeting. This lease was amended and restated on April 15, 2016. A private developer is seeking to develop West 54th Street North, which is advantageous to the USD Discovery District’s master plan for the area. As a result, the USD Discovery District proposed covering a portion of the cost of developing the street in exchange for an option to lease up to 40 additional acres for research park purposes.

Regent Schaefer clarified the information by saying that there are currently approximately 160 acres of bare land, and this would reserve up to 40 acres for the Discovery District for the next 10 years. General Counsel Lukkes confirmed and said that these 40 acres are not yet identified, but the Discovery District would first come to the Board and request to exercise their option when they have a specific parcel of need.

IT WAS MOVED by Regent Schaefer, seconded by Regent Morgan, to grant the Executive Director the authority to finalize and execute a Lease Option Agreement in substantively similar form the that set forth in Attachment II, and to execute any ancillary agreement necessary and appropriate to provide for the construction of West 54th Street as shown in Attachment I. Motion passed.

A copy of the USD Discovery District Lease Amendment can be found on pages 4032 to 4036 of the official minutes.

**4-J SDBA Series 2018 Bonds**

Dr. Monte Kramer, System Vice President of Finance and Administration, stated that the Board is being asked to adopt a single resolution on a roll call vote, that will (1) request the Building Authority to go forward with the bonding for the Projects, (2) authorize the formal transfer of jurisdiction over the necessary property or structures to the Building Authority, (3) amend the lease agreement between the Board and the Building Authority to reflect the new transactions, and (4) authorize the officers of the Board of Regents and the Executive Director to execute other documents as may be required.

He said the total interest for these bonds is estimated at 3.66%, which is slightly better than last time we bonded projects.

Pertaining to the Dakota Dome bond, Regent Thares asked if the system has had bonds that have been paid back by a foundation in the past. Dr. Kramer said no. Regent Thares asked if Dr. Kramer is comfortable with this commitment considering it is $1 million a year for several years. President Gestring said USD has started a campaign for this phase as well as all phases of the eventual renovation to the Dakota Dome. She noted there are already pledges and they feel comfortable with their ability to pay this back.

IT WAS MOVED by Regent Schaefer, seconded by Regent Bastian, to adopt Special Resolution No. 18-2018 on a roll call vote which will: 1) Request the Building Authority to proceed with the issuance of revenue bonds (“Revenue Bonds”) to finance costs of constructing, renovating, furnishing, and equipping the Projects in an aggregate principal amount not to exceed $34,500,000;
2) Authorize the President of the Board and the Executive Director to execute an instrument of transfer to effect the transfer of jurisdiction over the affected real property for the Project; 3) Authorize the President of the Board and the Executive Director to execute a supplement to the existing lease between the Board and the Building Authority. This lease establishes the basis for the continued occupancy and use of the premises by the Board and outlines the conditions of payment to the Building Authority for such occupancy and use; and, 4) Authorize the officers of the Board and the Executive Director to take such other actions and to execute such other documents as may be required to carry out the actions approved pursuant to such special resolutions.

ROLL CALL:

Lund – AYE
Mickelson – AYE
Morgan – AYE
Roberts – AYE
Schaefer – AYE
Thares – AYE
Wink – AYE
Bastian – AYE
Schieffer – AYE

Motion passed.

A copy of the SDBA Series 2018 Bonds can be found on pages 4037 to 4059 of the official minutes.

ACADEMIC AND STUDENT AFFAIRS

5-A Student Federation Report

Matt Yetter, Executive Director of the Student Federation, said the student federation continues to have conversation about the free speech policy revisions. He said by and large students do not have concern about free speech, but they do have questions about how changing the policy to the severe or pervasive standard for harassment helps students, especially considering already low reporting rates for sexual harassment.

He said the students are working to schedule Students in Higher Education (SHED) Days, which is currently slated for February 11-12, 2019. However, they are looking for other available dates considering President Gestring’s inauguration on February 13.

Regent Schieffer said there will be more conversation about the severe or pervasive standard during the free speech policy revision item, which will hopefully answer the students’ questions.
5-B SDSBVI Comprehensive Plan for Special Education

Dr. Paul Turman, System Vice President for Academic Affairs, explained that each local school district and accredited school is required to submit a Comprehensive Plan for Special Education to the South Dakota Department of Education that details how the school will implement federal and state laws and special education regulations. Where the responsibility of South Dakota School for the Blind and Visually Impaired differs from that of local education agencies, the exceptions are noted in the document. Much of the information in the Comprehensive Plan is documented in the SDSBVI school policy handbooks. Since the SDBOR serves as the governing board for SDSBVI, formal approval is required prior to submission.

IT WAS MOVED by Regent Wink, seconded by Regent Thares, to approve the SDSBVI Comprehensive Plan for Special Education as presented. Motion passed.

A copy of the SDSBVI Comprehensive Plan for Special Education can be found on pages 4060 to 4105 of the official minutes.

5-C SDSU Rural Veterinary Medical Education Report

President Barry Dunn and Provost Dennis Hedge explained that South Dakota State University and the University of Minnesota, through its College of Veterinary Medicine, entered into a Memorandum of Understanding in July 2017 to "define the financial feasibility and structure" of a collaborative program in veterinary medical education, one that would enable students from SDSU to complete the first two years of a professional program in Brookings and the final two years of doctor of veterinary medicine (DVM) degree at the University of Minnesota.

They explained that the collaborative program in rural veterinary medicine education would build a clear pathway from Brookings to careers in animal health for our students in a way that is economically feasible for them. It should help to address a regional shortage of veterinarians and thus contribute to a growing animal agriculture industry in South Dakota. The report provides a financial model that creates a new degree program that requires no new ongoing state general funds, on the redirection of state funds currently applied to veterinary medical education.

Regent Schieffer congratulated President Dunn on the good work of SDSU.

A copy of the SDSU Rural Veterinary Medical Education Report can be found on pages 4106 to 4143 of the official minutes.

5-D (1) BOR Policy Revisions – BOR Policy 1:23 – Employee-Employee and Faculty-Student Consensual Relationships Revisions (First Reading)

Dr. Paul Turman, System Vice President for Academic Affairs, explained that currently under BOR Policy 1:23, faculty members only need to report a relationship if the student enrolls in a class or if they have academic supervision over the student. Failure to make a disclosure of the
relationship as required or failure to abide by assurances given in regard to reassignment of duties and/or termination of the relationship would result in a termination of employment.

During its August 2018 meeting, AAC members discussed the current policy, how it is used in practice, and was supportive of the proposed changes provided in Attachment I of the agenda item. In addition, the policy was updated to the new Board Policy format, and several small clerical changes were made.

IT WAS MOVED by Regent Wink, seconded by Regent Mickelson, to approve the first reading of the proposed revisions to BOR Policy 1:23 as presented. Motion passed.

A copy of the BOR Policy Revisions – BOR Policy 1:23 – Employee-Employee and Faculty-Student Consensual Relationships Revisions (First Reading) can be found on pages 4144 to 4149 of the official minutes.

5-D (2) BOR Policy Revisions – BOR Policy 2:5 – Transfer of Credit Revisions (First Reading)

Dr. Paul Turman, System Vice President for Academic Affairs, noted that the Board of Regents adopted revisions to BOR Policy 2:5 Transfer of Credit in October 2016 which included new language in Section C.1.3.2 that provided an alternative approach to transfer credit hour thresholds. Previously the policy restriction specified that transfer credit from a two-year technical or community college may not exceed one-half of the hours required for completion of the baccalaureate degree at the accepting institution.

He said when the new policy language was adopted by the Board there was no expectation that a similar structure would exist in the future for accelerated graduate level coursework. This past year SDSU and USD have been working to develop a 3+2 agreement that would allow USD’s Health Science major students to complete three years at USD, and then transfer to SDSU and complete the graduate degree in its CAATE accredited 3+2 Athletic Training program. Since the Athletic Training program is now offered at the graduate level, SDSU would need to have an agreement that allows 25 graduate credits (600 level) to be transferred back to USD’s program to allow the students to complete their BS in Health Sciences from USD. Current Board policy will only allow up to 12 graduate credits to be completed to meet the undergraduate bachelors.

To address this issue, new language has been integrated into section C.1.3.3 of Board Policy 2:5 to allow for a graduate program waiver to be approved by the Board. New language is also being proposed for insertion into Section C.3.4.2 to allow for greater flexibility in the policy for evaluating and transcripting coursework originating from Technical Institutes outside of South Dakota.

IT WAS MOVED by Regent Wink, seconded by Regent Morgan, to approve the first reading of the proposed revisions to BOR Policy 2.5 as presented. Motion passed.

A copy of the BOR Policy Revisions – BOR Policy 2:5 – Transfer of Credit Revisions (First Reading) can be found on pages 4150 to 4159 of the official minutes
Nathan Lukkes, Board of Regents General Counsel, addressed the Board policies that have been in the process of review following the Free Speech Roundtable at its June 2018 Board Meeting. He said Board of Regents staff has worked with institutional representatives to make necessary revisions to Board of Regents’ policies to address issues and concerns that were raised by various constituent groups. In addition to the policy changes, public comments that were submitted to the Board office in writing have been included in an attachment for the Board’s review.

General Counsel Lukkes walked through each policy and described proposed revisions and rationale for those revisions outlined within.

Regent Schieffer commented that there was an excellent letter from faculty included in the attachments of the agenda item. He wanted it to be clear to faculty that it is not only the right but also the responsibility of the faculty to be in control of their classrooms, and these policy revisions are not intended to take that away.

In response to a question by Regent Schieffer regarding the proposed changes to BOR Policy 3:18 regarding student questions regarding whether the proposed changes would further limit funding for certain student organizations, General Counsel Lukkes said they would not, and once the Board approves the policy revisions he will send the Student Government Association a memo explaining that these revisions should not be construed to limit funding.

Regent Wink said she thought General Counsel Lukkes reflected very well the broad, divergent views and feedback.

Regents Wink and Schieffer recognized all contributors who shared thoughts and comments, which contributed to the overall process.

IT WAS MOVED by Regent Wink, seconded by Regent Mickelson, to approve the second and final reading of the proposed revisions to BOR Policies 1:17, 3:4, 3:18, 6:13, and 7:1 as shown in the agenda item attachments and BOR Policies 3:3 and 4:21 as reflected in handouts A & B. Motion passed.

A copy of the BOR Policy Revisions – Second Readings - BOR Policies 1:17, 3:3, 3:4, 3:18, 4:21, 6:13, and 7:1 – Freedom of Speech Policy Revisions (Second Reading) can be found on pages 4160 to 4256 of the official minutes. (Handout A and B can be found specifically on pages 4252 to 4256 of the official minutes.)

Dr. Paul Turman, System Vice President for Academic Affairs, explained that when the first reading of this policy change was discussed during the October 2018 Board meeting, the Board inquired about the need to provide campuses with greater flexibility in recruiting top candidates...
without having to wait for formal approval for tenure at the upcoming Board of Regents meeting. This issue was discussed further during the November COPS and AAC meetings, and campus representatives affirmed that a more streamlined approach would be beneficial to help facilitate the candidate recruitment process. Additional language has been added to the policy to allow the system Chief Academic Officer to work in consultation with the Executive Director to approve the campus tenure recommendations on behalf of the Board. All such requests would be reported to the Board at the next scheduled Board of Regents meeting. The additional revisions located in Section C.1.3 that have been made since the first reading have been highlighted in yellow for further review by the Board.

IT WAS MOVED by Regent Wink, seconded by Regent Morgan, to approve the second and final reading of the proposed revisions to BOR Policy 4:10 as presented. Motion passed.

A copy of the BOR Policy Revisions – BOR Policy 4:10 – Tenure and Continuing Appointments Revisions (Second Reading) can be found on pages 4257 to 4268 of the official minutes.

5-E (3) BOR Policy 2:23 – Program and Curriculum Approval Revisions (Second Reading)

Dr. Paul Turman, System Vice President for Academic Affairs, explained that the revisions proposed for Board Policy 2:23 include adding language related to institutional program review and program productivity. Currently, AAC Guideline 4.1 Program Productivity Review Guidelines and AAC Guideline 4.2 Institutional Program Review Guidelines outline those processes. The Board discussed program productivity at its May 2018 meeting and approved thresholds of seven (7) graduates a year or thirty-five (35) during the five (5)-year reporting period for bachelor’s programs, four (4) graduates a year or twenty (20) during the five (5) year reporting period for master’s programs, and one (1) graduate a year or five (5) during the five (5)-year reporting period for professional or doctoral programs. In addition, the Board expressed preferences for adding these thresholds to Board policy.

He said placing the requirements for institutional program review and program productivity in Board policy formalizes the expectations of the Board. Consistent program review helps ensure the quality of academic programs, an issue the Board has cited as a priority through Goal 2 of the 2014-2020 Strategic Plan. Monitoring program productivity is integral in demonstrating efficiency and maintaining a relevant catalog of programs. Detailed processes implementing changes to Policy 2:23 will remain in AAC Guidelines. One clerical revision has been made since the first reading at the October 2018 BOR meeting and is highlighted in the subsequent attachment.

IT WAS MOVED by Regent Wink, seconded by Regent Schaefer, to approve the second and final reading of the proposed revisions to BOR Policy 2:23 as presented. Motion passed.

A copy of the BOR Policy Revisions – BOR Policy 2:23 – Program and Curriculum Approval Revisions can be found on pages 4269 to 4273 of the official minutes.
Dr. Paul Turman, System Vice President for Academic Affairs, noted that the Board discussed the possibility of changing the requirements of the Regents Scholar diploma during the May 2018 Board meeting to more closely align with the Opportunity Scholarship. During this discussion there was general support by the Board for making this change. The formal revisions to BOR Policy 2:3 System Undergraduate Admissions would give students the option of taking two units of Career and Technical Education (CTE) courses as an alternative to the two units of modern or classical language, or a combination of language and CTE. This change would then ensure that students earning the Advanced Postsecondary Preparation endorsement also may earn the Opportunity Scholarship and the Regents Scholar diploma. This will help eliminate confusion at the high schools, and make requirements more consistent across.

IT WAS MOVED by Regent Wink, seconded by Regent Morgan, to approve the second and final reading of the proposed revisions to BOR Policy 2:3 as presented. Motion passed.

A copy of the BOR Policy Revisions – BOR Policy 2:3 – System Undergraduate Admissions (Second Reading) can be found on pages 4274 to 4284 of the official minutes.

5-F (1) Intent to Plan Request – BHSU – BS in Liberal Arts for the Marketplace

Dr. Jay Perry, System Assistant Vice President for Academic Affairs, explained that Black Hills State University (BHSU) requests authorization to prepare a program proposal for a Bachelor of Science (BS) in Liberal Arts for the Marketplace (LAMP). The LAMP program will allow students to study traditional liberal arts and social science disciplines while gaining additional skills needed in the modern workforce. The program would combine the 18 hours of coursework typically found in liberal arts and social science minors with additional courses in social media, job readiness, communication, a technical skill, and an internship. Students may graduate with the LAMP major alone or as a second major to complement other programs.

BHSU Provost Chris Crawford said this is an innovative degree that provides more opportunity to BHSU students.

IT WAS MOVED by Regent Wink, seconded by Regent Bastian, to authorize BHSU to develop a program proposal for a BS in Liberal Arts for the Marketplace as presented. Motion passed.

A copy of the Intent to Plan Requests – BHSU – BS in Liberal Arts for the Marketplace can be found on pages 4285 to 4307 of the official minutes.

5-F (2) Intent to Plan Request – NSU – MS in Accounting Analytics

Dr. Jay Perry, System Assistant Vice President for Academic Affairs, explained that Northern State University (NSU) requests authorization to prepare a program proposal for a Master of Science (MS) in Accounting Analytics. The program would emphasize predictive and prescriptive analytics, identifying anomalies and risk factors in accounting data, and identifying and framing
key business decisions and related metrics to prescribe effective solutions. NSU currently offers a Bachelor of Science (BS) in Professional Accountancy that meets the 150 credit hour requirement to sit for the Certified Public Accounting (CPA) exam. The MS in Accounting Analytics would replace that program, allowing a student to receive a master’s degree with the same amount of credits as the existing BS in Professional Accountancy.

NSU Interim Provost Joelle Lein said the program will address the topic of analytics, so the coursework will be somewhat different than the bachelor’s degree. She said it will be of great benefit to the students to have coursework for the bachelors and masters program as well as the opportunity to sit for the CPA exam.

IT WAS MOVED by Regent Wink, seconded by Regent Thares, to authorize NSU to develop a program proposal for an MS in Accounting Analytics as presented. Motion passed.

A copy of the Intent to Plan Requests – NSU – MS in Accounting Analytics can be found on pages 4308 to 4321 of the official minutes.

5-F (3) Intent to Plan Requests – SDSU – MS in Interdisciplinary Studies

Dr. Jay Perry, System Assistant Vice President for Academic Affairs, explained that South Dakota State University (SDSU) requests authorization to prepare a program proposal for a Master of Science (MS) in Interdisciplinary Studies. The program will provide an individualized graduate program designed to meet students’ academic and professional goals. The program will also have a specific focus on assisting instructors at two- and four-year postsecondary schools, particularly tribal colleges and universities, gain credentials needed to maintain accreditation. The Higher Learning Commission (HLC) recently clarified their position on faculty qualifications, stating instructors in a baccalaureate program must have a master’s degree in the field they are teaching or a master’s degree and 18 credit hours of graduate coursework in the field they are teaching. The MS in Interdisciplinary Studies will provide opportunities for instructors to remain eligible to teach under HLC rules as well as provide pathways for additional instructors to teach concurrent or dual credit courses in high schools.

IT WAS MOVED by Regent Wink, seconded by Regent Morgan, to authorize SDSU to develop a program proposal for an MS in Interdisciplinary Studies as presented. Motion passed.

A copy of the Intent to Plan Requests – SDSU – MS in Interdisciplinary Studies can be found on pages 4322 to 4336 of the official minutes.

5-G New Program Request – USD & SDSMT – BS in Biomedical Engineering

Dr. Jay Perry, System Assistant Vice President for Academic Affairs, explained that the University of South Dakota (USD) and South Dakota School of Mines & Technology (SDSMT) request to offer a collaborative Bachelor of Science (BS) degree in Biomedical Engineering. The Board approved the intent to plan at the March 2018 meeting. The two institutions currently offer collaborative graduate programs in the field. The program will bridge the medical and engineering disciplines to produce graduates to advance human health and well-being. Graduates will gain experience related to laboratory settings, data analysis, biomedical problem-solving, and
foundational engineering and medical research skills. Biomedical Engineering is an interdisciplinary degree that will provide graduates with job opportunities nationally and in South Dakota; the Governor’s Office of Economic Development identifies bioscience as one of the state’s “key industries.”

Faculty members from both institutions were recognized for coming together to create this new program.

IT WAS MOVED by Regent Wink, seconded by Regent Bastian, to authorize USD and SDSMT to offer a collaborative BS in Biomedical Engineering, including delivery online and at the University Center-Sioux Falls, as presented. Motion passed.

A copy of the New Program Request – USD & SDSMT – BS in Biomedical Engineering can be found on pages 4337 to 4367 of the official minutes

5-H New Certificate Request – USD – Alternative Teacher Certification (Graduate)

Dr. Jay Perry, System Assistant Vice President for Academic Affairs, explained that the University of South Dakota (USD) requests authorization to offer a graduate certificate in Alternative Teacher Certification. The proposed certificate is intended to alleviate South Dakota’s teacher shortage by providing an additional avenue for alternative certification. Alternate teaching certification provides a pathway to teaching certification outside of traditional teacher education programs. The target audience for the certificate is those with bachelor’s degrees in non-education fields who want to transition K-12 teaching, have a valid Alternative Preliminary Certification, and an offer of employment from a public or Department of Education-accredited school. The certificate is a stand-alone credential that meets the alternative certification requirements by covering topics in classroom management, teaching methods, student assessment, differentiated instruction, adolescent psychology, and South Dakota Indian studies.

IT WAS MOVED by Regent Wink, seconded by Regent Bastian, to authorize USD to offer a graduate certificate in Alternative Teacher Certification, including online delivery, as presented. Motion passed.

A copy of the New Certificate Request – USD – Alternative Teacher Certification (Graduate) can be found on pages 4368 to 4372 of the official minutes.

5-I Request to Seek Accreditation – DSU

Dr. Paul Turman, System Vice President for Academic Affairs, noted that BOR Policy 1:10 specifies that “Each campus must seek and receive Board approval before applying for initial accreditation or an expanded scope of accreditation for academic programs.” In accordance with Board policy, Dakota State University requests approval to seek accreditation from ABET for their BS in Computer Science program.

If approved by the Board of Regents, DSU will become the fourth institution in the Regental system to obtain ABET accreditation (currently SDSM&T, SDSU & USD are accredited through
this organization). Despite this apparent overlap, the desire to seek accreditation for existing programs does align closely with the Board of Regents 2020 Strategic plan, and is consistent with the strategic imperatives outlined for the Beacom College of Computer and Cyber Sciences. These points of strategic importance include having quality faculty, having an innovative undergraduate and graduate curriculum, having substantive connections with agencies and corporations, producing success in extramural funding, and possessing integrated and interdisciplinary research and development. To accomplish these goals, DSU will need peer and accreditation recognition.

In response to a question from the Board regarding additional costs associated with the move to ABET accreditation, Provost McKay affirmed that they have the necessary internal resources to meet the increased costs associated with ensuring the appropriate mix of faculty and lab resources that will be required.

IT WAS MOVED by Regent Wink, seconded by Regent Schaefer, to approve DSU’s request to seek accreditation from the Accreditation Board for Engineering and Technology (ABET) for their BS in Computer Science Engineering program. Motion passed.

A copy of the DSU’s Request to Seek Accreditation can be found on pages 4373 to 4376 of the official minutes.

5-J SDBOR Peer List Update Project

Dr. Paul Turman, System Vice President for Academic Affairs, explained that SDBOR central office staff have worked with campus staff over the last several months to assemble institutional peer sets for the Regental system. Using the updated parameters requested by BHSU, DSU and NSU a new set of peers have been identified which will be used moving forward for all peer related analyses. The matrix depicted in Attachment II of the agenda item highlights the set of proposed peers from 2014 and those identified for each institution in 2018. During the process implemented in 2014, institutions were provided a set of “close” and “distant” peers to select from. The Carnegie classification for each potential peer are also included as a reference point.

If approved by the Board of Regents, the peer selection process will only be replicated every five years to ensure consistency in reporting of peer data with stakeholders across the state.

Regent Schieffer asked about the objectivity standard built into this process. Dr. Turman explained that the campuses were asked which variables were most important to them when they compare themselves to others. Institutional researchers within the system then gathered the institutions that most closely align with the Regental institutions considering these variables, and the campuses reviewed and finalized the peer lists. The Board’s central office also reviewed for logic. Overall, he recognized that the process was developed and shared in a transparent way.

IT WAS MOVED by Regent Wink, seconded by Regent Bastian, to accept the updated peer institutions selected by BHSU, DSU and NSU and schedule additional reviews to update the current slate of peers in 2023 for all institutions. Motion passed.
A copy of the SDBOR Peer List Update Project can be found on pages 4377 to 4385 of the official minutes.

**5-K (1) Routine Informational Items – Enrollment Trends in the University System – Fall 2018**

Dr. Paul Turman, System Vice President for Academic Affairs, stated that this report offers an in-depth analysis of university system fall enrollment data from 2008 to 2018. While annual fall enrollment reports already provide summary-level information about student enrollment in the Regental system, this report draws special attention to several key trends observed in system enrollment data in recent years.

A copy of the Routine Informational Items – Enrollment Trends in the University System – Fall 2018 can be found on pages 4386 to 4400 of the official minutes

**5-K (2) Routine Informational Items – Teacher Education Report**

Dr. Paul Turman, System Vice President for Academic Affairs, stated that this report provides a data-driven snapshot of the five teacher education programs in the public university system (i.e., BHSU, DSU, NSU, SDSU, and USD). Data are shown for a variety of performance measures, including student enrollments, academic performance, degree completions, graduate placement, and labor force outcomes.

Regent Schieffer asked why the teacher placement rate for DSU is over the average and SDSU is under the average. Dr. Turman predicted that the resident and nonresident mix at the institutions is influential.

A copy of the Routine Informational Items – Teacher Education Report can be found on pages 4401 to 4415 of the official minutes

**5-K (3) Routine Informational Items – Graduate Debt Analyses**

Dr. Paul Turman, System Vice President for Academic Affairs, stated that this briefing reviews two recent national reports on student debt. Attachment I of the agenda item presents data which recently were published by the Institute for College Access and Success (TICAS) on two major debt indicators for bachelor’s degree completers at four-year institutions in South Dakota and the nation. Attachment II of the agenda item provides a basic overview of federal student loan default rate data from the US Department of Education.

A copy of the Routine Informational Items – Graduate Debt Analyses can be found on pages 4416 to 4421 of the official minutes
6-A (1) Routine Information Item – Building Committee Report

Dr. Monte Kramer, System Vice President of Finance and Administration, provided information on the actions taken by the building committees.

A copy of the Routine Information Item – Building Committee Report can be found on pages 4422 to 4423 of the official minutes.

6-A (2) Routine Information Item – Capital Project List

Dr. Monte Kramer, System Vice President of Finance and Administration, provided the December Capital Project List.

A copy of the Routine Information Item – Capital Project List can be found on pages 4424 to 4428 of the official minutes.

6-B FY18 Auxiliary System Agreed-Upon Procedures

Scott Van Den Hemel, Financial Compliance Officer, stated that a financial statement for the auxiliary system is required by the Regental system’s bond covenants. In order to accomplish this, the Board of Regents (BOR) has retained the Department of Legislative Audit (DLA) to provide an Agreed-Upon Procedures review of the system. The Board’s compliance officer receives the financial statement information from the universities, reviews them, combines them, and prepares the footnotes. Those statements and any working papers are then provided to DLA to perform certain tests that are outlined in the Agreed-Upon Procedures document.

For FY18, DLA found no instances of noncompliance with the covenants of the bond. The System continues to maintain a coverage ratio above 1.40. This consistency helps the system maintain its excellent credit rating. The 20% cushion above the minimum of 1.20 also helps to protect the system from occasional drops in enrollment.

A copy of the FY18 Auxiliary System Agreed-Upon Procedures can be found on pages 4429 to 4466 of the official minutes.

6-C FY20 Governor’s Recommended Budget

Leah Ahartz, Budget Manager, shared Governor Daugaard’s recommended budget items presented during his budget address on Tuesday, December 4. She stressed that this is Governor Daugaard’s proposed budget, so there will be a revised budget in January when Governor-elect Noem is in place.

A copy of the FY20 Governor’s Recommended Budget can be found on pages 4467 to 4469 of the official minutes.
6-D FY20 Tuition Rate Proposals

Dr. Monte Kramer, System Vice President of Finance and Administration, described the proposal to provide in-state tuition rates to residents of states adjacent to South Dakota. He said approval of the program with the suggested name “South Dakota Advantage” will provide for a concise marketing message to surrounding states and will provide many benefits to the universities and the state.

Regent Schieffer addressed a few changes to the original recommendations outlined in the agenda item per a conversation that occurred in executive session, which was a conversation allowed by law considering its nature of pricing strategies.

He noted that this is part of an ongoing effort led by the presidents over the last four years. The pilot projects allowing in-state tuition implemented over the last few years have been very successful. He shared history on out-of-state tuition pricing, explaining that when we have been required to increase costs, we have lost business. However, every time we have decreased price, we have gained students.

Regent Schieffer went on to explain that in addition to a net revenue increase for South Dakota, providing in-state tuition to students who are residents of adjacent states represents a real workforce opportunity for South Dakota since we keep roughly 30% of our out-of-state students after graduation. He sees this action as an ongoing effort to test the market.

Dr. Kramer referenced the section in the agenda item that relates to the proposal to offer the federal reimbursement rate for on-campus courses to active duty military students. He noted that the universities are not currently attracting active duty military members. The ability to take courses via distance at $250 (the current federal reimbursement rate), which was a rate previously approved by the Board, is a great opportunity. He said being able to offer the federal reimbursement rate for on-campus courses may bring some additional individuals to campus, while providing them with additional opportunities. He said this program will never have large numbers, but expressed his belief that it is the right thing to do for this population.

In a comment about the adjacent state rate proposal, Regent Bastian emphasized that at least one of our institutions are already offering in-state tuition rates to students of the surrounding states. The South Dakota Advantage program makes these in-state rates consistent for students from all adjacent states for all Regental institutions.

IT WAS MOVED by Regent Roberts, seconded by Regent Morgan, to approve an adjacent state tuition program offering new freshman and new transfer students from Wyoming, Montana, North Dakota, Nebraska, Iowa, and Colorado a tuition rate equivalent to the resident undergraduate tuition rate set for each university starting summer 2019; and an on-campus and off-campus active duty military rate equivalent to the undergraduate resident rate or the approved federal tuition reimbursement rate, whichever is lower, with no additional on-campus fees to be assessed starting 2019. Motion passed.
A copy of the FY20 Tuition Rate Proposals can be found on pages 4470 to 4505 of the official minutes.

6-E NSU Auxiliary System Property Acquisition

President Tim Downs and Veronica Paulson, NSU Vice President of Finance, explained that Northern State University requests Board of Regents’ authorization to acquire three properties from housing and auxiliary facilities system (Revenue System) funds. Two of the properties are adjacent to Wolves Memorial Suites and are currently rental properties. The homes will eventually be sold and moved from the properties in order to create additional parking. The third property is a vacant lot.

IT WAS MOVED by Regent Wink, seconded by Regent Thares, to authorize NSU to acquire the properties located at 1217 S. Lincoln Street, 1219 S Lincoln Street and 215 12th Avenue SE using housing and auxiliary revenue funds and to place the properties into the revenue system. Motion passed.

A copy of the Auxiliary System Property Acquisition can be found on pages 4506 to 4509 of the official minutes.

6-F NSU Regional Sports Complex Facility Program Plan

President Tim Downs and Veronica Paulson, NSU Vice President of Finance, explained that Northern State University requests approval of the Facility Program Plan for the construction of a Regional Sports Complex. The Board approved NSU’s Preliminary Facility Statement for the new Complex in October 2017. In April of 2018, the Building Committee selected the design team of CO-OP Architects and DLR Group and in June of 2018, the team of McCown Gordon Construction, Quest Construction and Kansas Turf was selected as the Construction Manager. The estimated cost of the Complex is $33,000,000. Funding for the project will come from private donations. The Facility Program Plan was approved by the Building Committee on November 7, 2018.

The Regional Sports Complex is the third and final project of the Educational Impact Campaign. The first project of the campaign, the Athletic and Recreation Fields, was completed in November 2018. The second project of the campaign, the new South Dakota School for the Blind and Visually Impaired, is currently under construction and is scheduled to be completed in November 2019.

They stated that given that the facility will fund operations as well as maintenance and repair from net operating revenues, it meets the requirements established by the Board. They noted that the facilities will be a major improvement to the NSU campus, boosting recruitment and the overall student and athlete experience. The Aberdeen community will also benefit from a first-class facility with appropriate amenities by attracting more fans and enhancing the overall game-day events and experience. There is no cost to the State beyond utilities to support the operations. The project meets all expectations and is privately funded. It is recommended that the project be approved and forwarded to the Legislature in 2019 for approval.
Regent Thares said there is an understanding between the Foundation and the Economic Impact Campaign that this project will not start until all commitments are in place.

Regent Mickelson asked about the total revenue outlined in the proforma on page 10 of the document, noting a dramatic increase in the projections when compared to current revenue. Vice President Paulson provided explanation, saying the premium seating line is net new which explains some of the increase. She also answered questions about utilities and maintenance and repair.

Regent Morgan said it would be helpful to show what would happen after the first 10 years for maintenance and repair.

Regent Thares explained that from all the background work done on this design, he clarified that this is a very prudent design especially considering the current attendance as well as the anticipated ticket sales incorporated into the proforma.

After several additional questions were posed regarding the proforma, NSU’s Athletic Director Josh Moon shared information about the projected attendance and ticket sales incorporated into the proforma.

The regents felt that additional review of the proforma was necessary before finalizing. However, they felt comfortable moving forward with the Facility Program Plan for the project.

IT WAS MOVED by Regent Roberts, seconded by Regent Bastian, to approve the Facility Program Plan for NSU’s Regional Sports Complex and to include the project in the Board’s 2019 legislation; and to approve the budget for the project at $33 million to be funded with private donations guaranteed by the NSU Foundation. Motion passed.

A copy of the NSU Regional Sports Complex Facility Program Plan can be found on pages 4510 to 4533 of the official minutes.

6-G SDSM&T McLaury Building Renovation Preliminary Facility Statement

Heather Forney, SDSM&T Interim Vice President of Finance, and Jerilyn Roberts, SDSM&T Director of Facilities and Risk Management, said that SDSM&T requests approval of the Preliminary Facility Statement for the renovation of the McLaury building on campus, originally built in 1922. The McLaury building houses the Math and Computer Science department and is a main classroom building for the SDSM&T campus. From the records found, the last major updates to the building were completed between 1976 and 1979. Completing the third phase of this renovation project will make the facility more comfortable, usable and attractive. Given that all students take courses in this facility, the renovation will greatly improve the student experience at SDSM&T.

The funding for this project is coming from current and future maintenance and repair funds from HEFF, local (fees), and general funds. The funding plan and project have been planned for several years and it is recommended that it be approved.
They noted that although it was previously believed that this project would be exempted from the building process, the current State Engineer interprets the law otherwise. Therefore, until legislation changes, they would like to move this project through the traditional building process prescribed by law. She noted that with approval of this Preliminary Facility Statement, a building committee should be appointed to the project.

IT WAS MOVED by Regent Roberts, seconded by Regent Schaefer, to approve SDSM&T’s Preliminary Facility Statement for the renovation of the McLaury Building. Motion passed.

A copy of the SDSM&T McLaury Building Renovation Preliminary Facility Statement can be found on pages 4534 to 4538 of the official minutes.

6-H SDSU Football Stadium Financials

IT WAS MOVED by Regent Roberts, seconded by Regent Morgan, to table this item (SDSU Football Stadium Financials) until the April 2019 Board of Regents meeting. Motion passed.

A copy of the SDSU Football Stadium Financials can be found on pages 4539 to 4545 of the official minutes.

6-I SDSU American Indian Student Center Revised Facility Design Plan

Dean Kattelmann, SDSU Associate Vice President of Facilities and Services, stated that SDSU requests approval of the Revised Facility Design Plan and a total budget of $5.5 million for construction of the American Indian Student Center (AISC) to be located on the SDSU main campus in Brookings. Private donations of $5,000,000 and $500,000 of School and Public Land funds will be used to fund this project.

IT WAS MOVED by Regent Roberts, seconded by Regent Schaefer, to approve SDSU’s Revised Facility Design Plan with a total budget of approximately $5.5 million for design and construction of the American Indian Student Center using $5,000,000 of private donations and $500,000 of School and Public Land funds. Motion passed.

A copy of the SDSU American Indian Student Center Revised Facility Design Plan can be found on pages 4546 to 4561 of the official minutes.

6-J SDSU Raven Precision Ag Facility Design Plan

Dean Kattelmann, SDSU Associate Vice President of Facilities and Services, stated that SDSU seeks approval of this Facility Design Plan to construct the Raven Precision Agriculture Center. Approval of the Facility Design Plan will allow the building to proceed to design development and construction drawings and for the Construction Management firm to prepare the Guaranteed Maximum Price. The Building Committee, with Jim Morgan as the Board representative, will manage the project moving forward. It is recommended that the project proceed to construction and not exceed the approved funding of $46,100,000. The bonds will be issued by the South Dakota Building Authority with necessary approval coming to the December Board meeting.
IT WAS MOVED by Regent Roberts, seconded by Regent Wink, to approve SDSU’s Raven Precision Agriculture Center Facility Design Plan for the construction of the laboratory facility at a cost not to exceed $46,100,000. Motion passed.

A copy of the SDSU Raven Precision Agriculture Facility Design Plan can be found on pages 4562 to 4574 of the official minutes.

6-K USD Dakota Dome Guaranteed Maximum Price

Adam Rosheim, USD Interim Vice President of Finance and Administration, stated that USD is submitting its Guaranteed Maximum Price (GMP) for Dakota Dome Phase 2 Interior Renovation. The Building Committee met to approve the GMP the week of November 26th, 2018.

The Dakota Dome Renovation Facility Program Plan was approved by Board of Regents at the December 2017 meeting with an overall project funding of $26,320,000. Previously both the Building Committee and the Board of Regents approved the Facility Design Plan and the GMP for Phase 1 of the project which was the Dakota Dome Renovation – Outdoor Practice Football Field for total funding in the amount of $2,115,000, and a GMP of $1,787,133.

The Facility Design Plan for Phase 2 of the project, which is the Dakota Dome Interior Renovation, was approved at the October 2018 meeting. USD is requesting approval of the GMP for construction on the Dakota Dome Interior Renovation project from the Board of Regents. USD has received a GMP of $20,483,000, which is within the overall project funding of $24,205,000.

The project will also include eight (8) alternates which are currently not included in the above GMP. USD feels that the CMR contractor’s estimates are inflated and that the overall project market and high interest from local contractors will allow USD to complete the eight (8) alternates within the GMP amount of $20,483,000. However, if the bid packages do not allow for USD to complete these eight (8) alternates within the approved GMP amount, then USD has attached a letter from the USD Foundation (dated November 7th, 2018) securing another $1.55 million in private sources to cover the costs of these eight (8) alternates, which is still within the 125% legislation approval amount. The overall project would increase to $27,870,000 if the additional funded were needed.

IT WAS MOVED by Regent Roberts, seconded by Regent Wink, to approve USD’s Guaranteed Maximum Price of $20,483,000 for the Dakota Dome Interior Renovation project and to approve a maximum budget of $27,870,000. Motion passed.

A copy of the USD Dakota Dome Guaranteed Maximum Price can be found on pages 4575 to 4577 of the official minutes.

6-I. USD National Music Museum Addition & Renovation Facility Design Plan

Adam Rosheim, USD Interim Vice President of Finance and Administration, stated that USD is submitting its Facility Design Plan for the renovation of and addition to the National Music Museum.
Museum. The Facility Program Plan for the National Music Museum was approved by the Board in December 2017.

USD requests approval of the Facility Design Plan and a total budget of approximately $10.6 million for design and construction of the National Music Museum Addition & Renovation with funding for the project as $9,095,000 in private donations and $1,500,000 in HEFF M&R Proceeds for a total of $10,595,000.

IT WAS MOVED by Regent Roberts, seconded by Regent Wink, to approve USD’s National Music Museum Facility Design Plan for the Addition and Interior Renovations at a total estimated price of $10,595,000. Funding for this project will come from donations totaling $9,095,000 and HEFF M&R in the amount of $1,500,000. Motion passed.

A copy of the USD National Music Museum Addition & Renovation Facility Design Plan can be found on pages 4578 to 4587 of the official minutes.

6-M BOR Policy 5:5:4 – Tuition & Fees: Fees Revisions (Second Reading)

Dr. Monte Kramer, System Vice President of Finance and Administration, noted that the first reading of the proposed revisions to the policy were presented at the May 2018 Board meeting. At this time the revisions focused on Section 3, which addressed guidelines and the application of tuition and fees for exchange programs or agreements. Substantive changes with the second reading to the policy consist of the inclusion of definitions and the realignment of fees and charges to the appropriate categories within the policy.

IT WAS MOVED by Regent Roberts, seconded by Regent Wink, to approve the second and final reading of the revisions made to BOR Policy 5:5:4 – Tuition and Fees: Fees as shown in Attachment I of the agenda item. Motion passed.

A copy of the BOR Policy 5:5:4 – Tuition & Fees: Fees Revisions (First Reading) can be found on pages 4588 to 4594 of the official minutes.

6-N BOR Policy 5:7 – Refunds Revisions (First Reading)

Dr. Monte Kramer, System Vice President of Finance and Administration, explained that Board Policy 5:7 – Refunds has been split. Policy 5:7 addresses refunds and Policy 2:4:1 (under Academic Affairs) covers registration, cancellations, and withdrawals. Policy 2:4:1 is presented in a separate agenda item. Sections in blue print were deleted and not carried over to Policy 2:4:1.

Substantive changes to Board Policy 5:7 include definitions and the calculation of refunds for parking permits and first day access charges. The refund of food service flex dollars has been clarified.

IT WAS MOVED by Regent Roberts, seconded by Regent Wink, to approve the first reading of BOR Policy 5:7 – Refunds with the revisions shown in Attachment I. Motion passed.
A copy of the BOR Policy 5:7 – Refunds Revisions (First Reading) can be found on pages 4595 to 4604 of the official minutes.

6-O New BOR Policy 2:4:1 – Registrations, Cancellations, and Withdrawals (First Reading)

Dr. Monte Kramer, System Vice President of Finance and Administration, stated that Board Policy 2:4:1 – Registrations, Cancellations, and Withdrawals is a new policy in itself. The substantive change splits the sections from Policy 5:7 – Refunds and places the sections in BOR Policy 2:4 - Academic Affairs: Registration. There are no substantive changes.

IT WAS MOVED by Regent Roberts, seconded by Regent Wink, to approve the first reading of the new BOR Policy 2:4:1 – Registrations, Cancellations, and Withdrawals as shown in Attachment I. Motion passed.

A copy of the New BOR Policy 2:4:1 – Registrations, Cancellations, and Withdrawals (First Reading) can be found on pages 4605 to 4609 of the official minutes.

6-P New BOR Policy 6:1 – Facilities Planning Revision (First Reading)

Dr. Monte Kramer, System Vice President of Finance and Administration, stated that in an attempt to transition the Board policies into their new format, Board Policy 6:1 has been updated to include the purpose of the policy, definitions, and agreed-upon format. The policy revisions were reviewed by the Business Affairs Council and the Council of Presidents and Superintendents in October 2018.

The section on land acquisition plans was removed as it is addressed in Board Policy 6:2 – Acquisition and Disposal of Real Property.

IT WAS MOVED by Regent Roberts, seconded by Regent Morgan, to approve the first reading of BOR Policy 6:1 – Facilities Planning revisions as shown in Attachment I. Motion passed.

A copy of the New BOR Policy 6:1 – Facilities Planning Revision (First Reading) can be found on pages 4610 to 4612 of the official minutes.

6-Q New BOR Policy 6:2 – Acquisition and Disposal of Real Property Revision (First Reading)

Dr. Monte Kramer, System Vice President of Finance and Administration, stated that in an attempt to transition the Board policies into the new format, Board Policy 6:2 has been updated to include the purpose of the policy, definitions, and the agreed-upon format. This policy has also been corrected to align with SDCL 13-52-1, 13-52-2, and 13-52-3. The policy revisions were reviewed by the Business Affairs Council and the Council of Presidents and Superintendents in October 2018.

IT WAS MOVED by Regent Roberts, seconded by Regent Wink, to approve the first reading of BOR Policy 6:2 – Acquisition of Real Property as shown in Attachment I. Motion passed.
A copy of the New BOR Policy 6:2 – Acquisition and Disposal of Real Property Revision First Reading) can be found on pages 4613 to 4616 of the official minutes.

**6-R New BOR Policy 7:7 – Personally Identifiable Information (First Reading)**

Dr. Monte Kramer, System Vice President of Finance and Administration, stated that protecting personal information has become paramount in this age of cyber scams, attacks and breeches. This policy addresses the necessary use and protection of all personally identifiable information that must be handled with care.

IT WAS MOVED by Regent Roberts, seconded by Regent Wink, to approve the first reading of the new BOR Policy 7:7 – Personally Identifiable Information as shown in Attachment I of the agenda item. Motion passed.

A copy of the New BOR Policy 7:7 – Personally Identifiable Information (First Reading) can be found on pages 4617 to 4621 of the official minutes.

**6-S Transfer of Current ADRDL Building to the Animal Industry Board (AIB)**

Dr. Monte Kramer, System Vice President of Finance and Administration, explained that in order to utilize remaining bond proceeds on the current facilities, the asset must be transferred to AIB and then AIB will transfer jurisdiction to SDBA.

He said the transfer of the asset has an immaterial impact to the SDSU financial statements and their HLC ratios. The depreciated value of the asset on the financial statements today is $3.1 million with no associated debt. SDSU has also determined the loss of indirect overhead related to research conducted in the building is no more than $10,000 per year.

IT WAS MOVED by Regent Roberts, seconded by Regent Wink, to transfer title of the current Animal Disease Research and Diagnostic Laboratory buildings built in 1968 and 1994 to the Animal Industry Board, with the provision that the assets are transferred back to Board of Regents upon satisfaction of the lease obligations related to the improvements; and to move authorization of legislation, if necessary, to accomplish the transfer. Motion passed.

A copy of the Transfer of Current ADRDL Building to the Animal Industry Board (AIB) can be found on pages 4622 to 4623 of the official minutes.

MOVE FROM CONSENT AGENDA –

**3-R (4) BOR Policy Revisions – BOR Policy 7:2 – IT Security Policy for Employees Leaving the BOR System (First and Final Reading)**

Regent Morgan explained why he pulled this policy off the consent agenda. In section C.1.1.2., he said he would like the word “will” changed to “may”. This is to signify that this is the exception not the rule.
IT WAS MOVED by Regent Roberts, seconded by Regent Morgan, to (1) waive the two-reading requirement of By-Laws Section 5.5.1, and (2) approve the first and final reading of BOR Policy 7:2 – IT Security Policy for Employees Leaving the BOR System as shown in Attachment I of the agenda item with one change which is to replace the word “will” in section C.1.1.2. to “may”.

A copy of BOR Policy Revisions – BOR Policy 7:2 – IT Security Policy for Employees Leaving the BOR System (First and Final Reading) can be found on pages 3967 to 3969 of the official minutes.

ACADEMIC AND STUDENT AFFAIRS

7-A Resolution of Recognition – Dr. Paul Turman

IT WAS MOVED by Regent Wink, seconded by Regent Mickelson, to approve the resolution of recognition for Dr. Paul D. Turman to recognize his service to South Dakota’s system of public higher education. Motion passed.

A copy of the Resolution of Recognition – Dr. Paul Turman can be found on pages 4624 to 4625 of the official minutes

Campus Community Forum

The Board responded to questions from the campus community.

THURSDAY, DECEMBER 6, 2018

The Board reconvened at 7:30 a.m.

Breakfast Meeting with Area Legislators

Senator Brock Greenfield (District 2), Senator Al Novstrup (District 3), Representative Drew Dennert (District 3), Representative-elect Kaleb Weis (District 2), and Representative-elect Carl Perry (District 3) met with Board members to informally discuss priorities in the public university system. Topics included the upcoming legislative session and activities occurring on the Northern State University campus.

Report and Action of Executive Session

IT WAS MOVED by Regent Morgan, seconded by Regent Bastian, to dissolved into executive session at 9:10 a.m. on Thursday, December 6, 2018, to continue discussing personnel matters, contractual matters, and marketing or price strategies by a board of a business owned by the State when public discussion may be harmful to the competitive position of the business; that it rise from executive session at or around 10:00 a.m. to resume the regular order of business and act in public session on any recommended action it deems prudent as a result of its executive session deliberations. Motion passed.
The Board reconvened in public session at 10:10. Regent Morgan reported that while in executive session the Board discussed personnel matters, contractual matters, and marketing or price strategies by a board of a business owned by the State when public discussion may be harmful to the competitive position of the business, before rising from executive session at 10:10 a.m. to resume the regular order of business. While in executive session, the Board discussed the matters just described, with no recommended actions to report.

**ADJOURMENT**

IT WAS MOVED by Regent Bastian, seconded by Regent Morgan, to adjourn the meeting. Motion passed. The meeting adjourned at 10:10 a.m.
The Board convened in Executive Session pursuant to the vote of the majority of the Board present and voting at its public meeting on **Tuesday, December 4, 2018**, in accordance with SDCL 1-25-2 to discuss matters authorized therein. Following executive session, the Board will meet in open session to discuss and take official action on the matters set forth below, all other matters discussed were consistent with the requirements of SDCL 1-25-2, but no official action on them is being proposed at this time.

**Recommended Actions:**

2-A.1 – Approve the salary adjustments, appointments and clinical faculty rank requests as outlined in Attachment I.


2-A.3 – Approve the addendum to the employment contract for Thomas Otzelberger to extend the contract end date from June 21, 2021 to June 21, 2023, and accept the new terms as outlined in Attachment I, contingent and effective upon securing the commitment(s) outlined in Item 2-A(3).

2-A.4 – Approve the addendum to the employment contract for Aaron Johnston to extend the contract end date from June 21, 2021 to June 21, 2023, and accept the new terms as outlined in Attachment I, contingent and effective upon securing the commitment(s) outlined in Item 2-A(4).

2-A.5 – Approve the five year contract for John Stiegelmeier as found in Attachment II, at an annualized salary of $300,000 for the period of June 22, 2019 – June 21, 2024, contingent and effective upon securing the commitments outlined in Item 2-A(5).

2-A.6 – Award one (1) year of prior service credit toward tenure and one (1) year of prior service credit toward promotion for Audrey Miller (NSU); and award two (2) years of prior service credit toward tenure and two (2) years of prior service credit toward promotion for Hannah Walters (NSU).

2-A.7 – Approve the request to grant tenure to Dr. Lynn Sargeant (SDSU) as a Professor.

2-A.8 – Award an honorary Doctorate of Public Service to Mr. Larry Pearson (SDSMT) and an honorary posthumous Doctorate of Public Service to Mrs. Karen Swindler (SDSMT).
**PERMANENT SALARY ADJUSTMENTS 5% OR GREATER**

**Dakota State University**

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<th>Name</th>
<th>Title</th>
<th>Effective Date</th>
<th>Job Change Reason</th>
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<th>Previous Salary</th>
<th>% Increase</th>
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<td>Ashley Podhradsky</td>
<td>Assoc. Professor/Assoc. Dean</td>
<td>22-Aug-18</td>
<td>Change in Appointment Type</td>
<td>$128,500.00</td>
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**South Dakota School of Mines & Technology**

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<th>% Increase</th>
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<tr>
<td>Cabot-Ann Christofferson</td>
<td>Research Scientist III</td>
<td>1-Oct-18</td>
<td>Reclassification</td>
<td>$80,628.58</td>
<td>$70,628.56</td>
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<td>Saurabh Dhiman</td>
<td>Research Scientist III</td>
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<td>Market Increase</td>
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<td>Jared Thompson</td>
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**South Dakota School of Mines & Technology**

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<tr>
<td>Brandi Pravecek</td>
<td>Clinical Assistant Professor</td>
<td>22-Sep-18</td>
<td>Title Change</td>
<td>$66,341.00</td>
<td>$62,609.00</td>
<td>6%</td>
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<td>Kristi Villar</td>
<td>Assistant Coach-Softball</td>
<td>22-Sep-18</td>
<td>Change Salary Rate/Pay Grade</td>
<td>$40,000.00</td>
<td>$33,165.00</td>
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<td>Kimberly Wilson</td>
<td>Extension Field Specialist III</td>
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<td>Reclassification</td>
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<td>Tammy Hintz</td>
<td>Eng Extension, Safety/Health Cons.</td>
<td>22-Sep-18</td>
<td>Change Salary Rate/Pay Grade</td>
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<td>$49,682.00</td>
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<td>Doug Hagen</td>
<td>Eng Extension, Safety/Health Cons.</td>
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**University of South Dakota**

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<th>Title</th>
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<th>Job Change Reason</th>
<th>Current Salary</th>
<th>Previous Salary</th>
<th>% Increase</th>
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<tr>
<td>David Sanderson</td>
<td>Assistant Professor of Music</td>
<td>22-Aug-18</td>
<td>Salary Enhance/Special Award</td>
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<td>Kalpana Subedi</td>
<td>Research Associate II</td>
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<td>Sal Adj-Unusual Circumstance</td>
<td>$17,416.74</td>
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**APPOINTMENTS REPORTING TO THE PRESIDENT, SUPERINTENDENT or EXECUTIVE DIRECTOR**

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<td>Heather Forney</td>
<td>Interim VP for Finance/Administration</td>
<td>31-Aug-18</td>
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<td>SDSMT</td>
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<td>Megan Bousquet</td>
<td>Senior Secretary</td>
<td>13-Nov-18</td>
<td>$34,320.00</td>
<td>DSU</td>
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**SSOM CLINICAL FACULTY RANK APPROVALS**

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<th>Name</th>
<th>Academic Rank</th>
<th>Department</th>
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<tbody>
<tr>
<td>Keith McCollister</td>
<td>Assistant Professor</td>
<td>Internal Medicine</td>
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<tr>
<td>Anders Grinde</td>
<td>Assistant Professor</td>
<td>Internal Medicine</td>
</tr>
<tr>
<td>Kevin Marquez</td>
<td>Assistant Professor</td>
<td>Internal Medicine</td>
</tr>
<tr>
<td>Muhammad Omar</td>
<td>Assistant Professor</td>
<td>Internal Medicine</td>
</tr>
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</table>
SOUTH DAKOTA BOARD OF REGENTS

Board Work

AGENDA ITEM: 1 – E
DATE: December 4-6, 2018

SUBJECT
Rolling Calendar

CONTROLLING STATUTE, RULE, OR POLICY
Board of Regents’ By-Laws, Section 5.0

BACKGROUND / DISCUSSION
The Board of Regents schedules its Board meetings using a rolling calendar. Therefore, at each regularly scheduled business meeting, the Board approves the dates and location of the meeting that will take place the following year. This allows the Board to have a year’s worth of regularly scheduled meetings on the calendar at all times.

IMPACT AND RECOMMENDATIONS
This will establish the December 2019 Board of Regents’ meeting dates and location as December 10-12, 2019 in Vermillion.

A few additional items of note (as reflected in Attachment I):
1. It is being proposed that the May 2019 Board meeting be officially changed to a May 14 conference call. If this is approved it would accommodate the following location changes, initiated at the requested of President Griffiths:
   a. The location of the June meeting would be changed to Brookings.
   b. The location of the October meeting would be changed to Madison. (This will allow the Board to see the newly finished MadLabs facility.)
2. The COPS meetings and related dates have changed to be oriented two weeks before Board meetings rather than two weeks afterward.
3. The due dates for items from the campuses have been adjusted slightly, allowing the Board office a few more days to review.

ATTACHMENTS
Attachment I – Proposed calendar of 2019 dates and locations
Attachment II – Important dates to avoid
Attachment III – 2019 calendar
Attachment IV – Dates and locations for BOR meetings over the previous 10 years

DRAFT MOTION 20181204_1-E:
I move to approve the December 2019 Board of Regents’ meeting dates and location (December 10-12 in Vermillion) as well as the adjustments made to previously approved 2019 Board meeting dates and locations as shown on Attachment I.
## 2019 Calendar

<table>
<thead>
<tr>
<th>BOR ITEMS DUE (from campus)</th>
<th>BOR MAILOUT</th>
<th>BOR MEETINGS</th>
<th>BOR MEETING LOCATION</th>
<th>BOR APPROVAL LOCATION</th>
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<th>COPS MEETING</th>
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<td>April 2-4, 2019 (Tues-Thurs)</td>
<td>BHSU, Spearfish</td>
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<td>March 12</td>
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<td>5/9/18</td>
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<td>April 23</td>
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<td>June 25-27, 2019 (Tues-Thurs)</td>
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<td>August 6-8, 2019 (Tues-Thurs)</td>
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<td>Nov. 8</td>
<td>Nov. 14</td>
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DATES TO KEEP IN MIND
2019

January 1, Tuesday
January 8, Tuesday
January 21, Monday
February 18, Monday
March 4-8, Mon-Fri
March 13, Wednesday
March 17, Sunday
March 29, Friday
April 19, Friday
April 21, Sunday
April 29-May 3, Mon-Fri
May 4, Saturday
May 20-21, Mon-Tues
May 27, Monday
June 23-26, Sun-Wed
July 4, Thursday
July 15-19, Mon-Friday
August 5-11, Mon-Sun
August 5-9, Mon-Thurs

New Year Holiday Observed
Session Begins
Martin Luther King Jr. Day
President's Day
Spring Break
Last day of main run of session
St. Patrick's Day
Veto Day
Good Friday
Easter
National Conference on Trusteeship (AGB) (Orlando, FL)
Finals Week at Campuses
Commencements
WICHE (TBD)
Memorial Day
NACUA Annual Conference (Denver, CO)
Independence Day
SHEEO Annual Meeting (Little Rock, AR)
Sturgis Rally
SHEEO Higher Education Policy Conference (Boston, MA)
Labor Day
Buffalo Roundup
Native American Day
First day of Pheasant Hunting Season
Governor's Hunt
Veterans Day
Thanksgiving
Finals Week at Campuses
Commencement at SDSM&T
Commencement at DSU, BHSU, NSU
Christmas
# Holidays in 2019

| **NEW YEAR’S DAY** | Tuesday, January 1 |
| **M.L. KING JR. DAY** | Monday, January 21 |
| **PRESIDENT’S DAY** | Monday, February 18 |
| **ASH WEDNESDAY** | Wednesday, March 6 |
| **ST. PATRICK’S DAY** | Sunday, March 17 |
| **GOOD FRIDAY** | Friday, April 19 |
| **PASSOVER** | Sundown, April 19 through April 27 |
| **EASTER** | Sunday, April 21 |
| **MOTHER’S DAY** | Sunday, May 12 |
| **MEMORIAL DAY** | Monday, May 27 |
| **FATHER’S DAY** | Sunday, June 16 |
| **INDEPENDENCE DAY** | Thursday, July 4 |
| **LABOR DAY** | Monday, September 2 |
| **ROSH HASHANAH** | Sundown, Sept. 29 through Sept. 30 |
| **YOM KIPPUR** | Sundown, Oct. 8 through Oct. 9 |
| **COLUMBUS DAY** | Monday, October 14 |
| **ELECTION DAY** | Tuesday, November 5 |
| **VETERANS DAY** | Monday, November 11 |
| **THANKSGIVING DAY** | Thursday, November 28 |
| **HANUKKAH** | Sundown, Dec. 22 through Dec. 30 |
| **CHRISTMAS** | Wednesday, December 25 |

## January

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## June

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## December

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I move to approve the Fall 2018 graduation lists for BHSU, DSU, NSU, SDSM&T, SDSU, and USD contingent upon the students’ completion of all degree requirements.
# DECEMBER 2018

## ASSOCIATE OF ARTS

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## ASSOCIATE OF SCIENCE

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## BACHELOR ARTS

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## BACHELOR OF FINE ARTS

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## BACHELOR OF GENERAL STUDIES

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## BACHELOR OF SCIENCE

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### DECEMBER 2018

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### BACHELOR OF SCIENCE IN EDUCATION

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### MASTER OF SCIENCE

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### CERTIFICATES

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<td>McGirr, Brendon</td>
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Dakota State University
Fall Graduates, Class of 2018

ASSOCIATE OF SCIENCE

Abby Becker
Toni Beem-Hayes
Kylie Sue Bornemann
Lindsey Kay Callies
William Davidson
Ivan Filipovic
Shelby M. Frederiksen

Karen Hudson
Brendan Lefevre
Hannah Lightfield
Adam T. Martin
Terrel A. Mielitz
Trisha Patel
Aymane Sabir

Adam M. Schave
Emily A. Smith
Sarah Stout
Dylan Stout
Tyler Versluys

BACHELOR OF BUSINESS ADMINISTRATION

Benjamin C. Aasheim
Michael Elliott Cleveland
Joshua M. Harris

Ayson T. Jones
Jared Allen Kluin
Anne N. Lehman
Maureen Rose Madigan

Caralyn Raethz
Sabir G. Sebit
Reece T. Simpson

BACHELOR OF GENERAL STUDIES

Derrick Burkhardt
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NORTHERN STATE UNIVERSITY
APPLICANTS FOR DECEMBER COMMENCEMENT
December 8, 2018

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Sydney Hanna
Adam T. Schultz

CANDIDATES FOR A CERTIFICATE

CERTIFICATE

Riley J. Frantzen
Adam T. Schultz
JoHanna Kayla Wahl
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<th>First Name</th>
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<td>Civil and Environmental Engineering</td>
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<td>Physics</td>
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<td>Douglas Robert Tiedt</td>
<td>PhD</td>
<td>Physics</td>
<td>Aug-18</td>
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</table>
South Dakota State University
Fall 2018 Candidates

DOCTOR OF PHILOSOPHY

Salem Abdulkarim
Ibrahim Abusallout
John Apraku
Sampson Asare

Somshuvra Bhattacharya
Arjun Kafle
Sally Mabrouk
Dipakkumar Mehta

George Opoku-Kusi
Bremansu Osa-Andrews
Nirosh Senevirathne

DOCTOR OF NURSING PRACTICE

Jani Lerback

MASTER OF ARTS

Katie Banks

MASTER OF EDUCATION

Valeriah Big Eagle
Cheryl Harming
Todd Rahlf

MASTER OF ENGINEERING

Jessica Andronowitz
Abdulwahed Mesfer

Jacob Ohnesorge
Alexis Simons

MASTER OF MASS COMMUNICATION

Melissa Blosser
Leah Brink

MASTER OF PUBLIC HEALTH

Raven Gray
Deandra McLaughlin

MASTER OF SCIENCE

Sefa Adekpui
Zeyad Albahr
Nicole Albert
Khalid Alnasser
Bashaer Alootaibi
Rakan Suliman Alootaibi

Ibrahim Alowa
Nabilah Alshibli
Kelly Andrews
Jibin Babu George
Abhilasha Bajracharya
Tina Belisle

Dwarika Bhattarai
Amanda Bolt
Dawn Bonham
Michael Boswell
Briana Broschat
Collins Bugingo
William Cahyadi  
Anirban Chakraborty  
Oliver Chang  
Jennifer Chikelu  
Kristine DeJaeghere-Tillett  
Ruchi Dubey  
Danielle Erdmann  
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Stephanie Fritz  
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Kidus Guye  
Alaina Hanks  
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Eden Simon Heliso  
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Amber Hennings  
Dylan Hinkle  
Wiyaka His Horse Is Thunder  
Deborah Howell  
Kristen Hybertson  
Micah Jackson  
Rohit Jain  
Jieun Jhang  
Ryan Johnson  
Patricia Jonas  
Aaron Jundt  
Chamika Prashan  
Kohilamulla Arachchige  
Kristi Koll  
Muhammed Koparan  
Ugur Korkmaz  
Joshua Krupa  
Lillian Lauesen  
Ji Young Lee  
Lindsay LePera  
Alyssa Lothrop  
Jennifer Lutze  
Arwa Maqbol  
Keahna Margeson  
Adam Melstrom  
Barry Mielke  
Chelsea Molden  
Jin Yeong Mun  
Sandeep Ojha  
Prachi Pahariya  
Sri Spandana Paleru  
Jyothishna Paudyal  
Prakash Paudyal  
Lucas Pereira  
Gladys Peterson  
Atilla Polat  
Taylor Pottgen  
Kayla Price  
Geraldine Provencial  
Kavya Ramineni  
Shashikanth Reddy  
Travis Rehm  
Jedidiah Reimnitz  
Sandip Rimal  
Benjamin Roe  
Emily Rosenthal  
Grady Ruble  
Sayan Sahu  
Amanda Sandager  
Anthony Schmidt  
Bryanna Schnaible  
Bryanna Schnaible  
Anna Schneider  
Lauren Sheaerer  
Timothy Shepherd  
Dinesh Shrestha  
Chance Simonton  
James Spratt  
Savanna Starkey  
Sae-Han Suh  
Muhammad Ali Suria  
Kristina Tebay  
Yohannes Tcleab  
Kush Thaiba  
Samundra Thapa  
Samuel Thies  
Landon Thompson  
Tirth Uprety  
Abby Van Steenwyk  
Dawn Vidt  
Meng Wang  
Keenan Watson  
Ryan Wissmann  
Juan Xie  

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Pauline Anderson  
Darcy Anthony  
Bailey Ballinger  
Olyvia Barnes  
Calli Barse  
Courtney Bartlett  
Joshua Beck  
Cade Berry  
John Blue  
Cheyloh Bluemel  
Kaysie Braun  
Gretchen Brown  
Samantha Brust  
Erica Burbach  
Madison Burns  
Joshua Casperson  
Okeleamaka Chukwuyem  
Katie Cramer  
Kirk Crosse  
Ashley Currey  
Anna Dalton  
Darcy Dalton
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Ellie Davies
Nicholas Delkeskamp
Taylor Derosier
Kayla Deurmier
Theresa Dooner
Sarah Dunn
Mary Durkin
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Kallie Evans
Lanette Feuchtenberger
Tiffany Finkral
Josie Fortuna
MacKenzie Gallagher
Joseph Gomez
Marcus Goodfellow
Aaron Goulet
Justin Haffield
Macy Hagemann
Lindsay Ham
Brittany Hanson
Tricia Herman
Bailee Hetland
Layne Holzer
Haley Huls
Gabrelle Huss
Zeni Irion
Tessa Ivers
Kayla Jaques
Kelsey Jaques
Amber Johnson
Taylor Johnson
Erika Jordan
Kala Kaseman
Sarah Kermelwicz
Alex Kindt
Oksana Kiryanova
Shaeyon Klemann
Camille Klima
Danielle Knox
Corrina Koehn
Nicole Kokinos
Danielle Koppmann
Nicolle Koppmann
Marisa Kritzberger
Victoria Kuhlmann
Julia Lam
Kirsten Leon
Kristin Lichius
Kali Lindsley
Rebecca Long
Shawna Malsom
Kennede Mathis
Justine Meendering
Alexis Mendyka
Hayley Merkel
Haley Mines
Megan Mondoro
Kylie Murrie
Taylor Neuman
Janny Nguyen
Carly Niemann
Mariah Noid
Cherie Nygaard
Karissa O'Daniel
Samantha Oswald
Hadlie Overhue
Nicole Parker
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Lorraine Peng
Charles Peters
Megan Pottebaum
Brianna Pratt
Hannah Rombough
Sasha Roth
Chelsea Ryan
Kayla Salo
Morgan Schaefer
Dana Schenk
Kamelia Schneider
Jodi Semmler
Dillon Storm
Jennifer Svoboda
Linnea Swanson
Kimberly Thomas
Eden Uhrich
Sierra Van Iperen
Morgan Van Maanen
Evan VanDenEinde
John Vaubel
Heidi Veenstra
Jennifer Veldhuizen
Shania Vollmer
Morganh Waage
Amber Wallace
Amanda Walz
Emily Weber
Jecelyn Wehde
Katie Weizshaar
Josie White
Michelle Wilson
Anna Woehler
Kaylee Wootton

BACHELOR OF SCIENCE IN AGRICULTURAL & BIOSYSTEMS ENGINEERING

Brady Buck
Joshua Fast
Alexander Koepke
Mitchell Sandey
BACHELOR OF SCIENCE IN CIVIL ENGINEERING
Sangay Bhutia  Gunnar Ensz  Jordan Nelson
Davis Carson  Saumya Gupta

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Sonjoy Dey  Daniel Feser  Affan Tariq

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Bo Atkins  Elijah Orr  Christopher Vroman
Kaitlin Groendyk  Gabriel Ranweiler  Lexi Weisbeck
Keegan Heisinger  Jordan Rinehart
Ekaterina Kolesnikova  Kaleb Schelhaas

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Audrey Bunge

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Ngabo Jean de Dieu

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Ashley Bloemendaal  Kory Heier  Drue Miller
Audrey Bunge  Susan Hennen  Shae Olson
Brandon Hansen  Paige Hinton  Elizabeth Rust

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Abdullah Alqahtani  Avery Johnson  Jacob Nomeland
Abdulrahman Alturaif  Colin Klein  Geneva Petrich
Zachary Chapman  Allison Meintsma  Jacob Robinson
Austin Gee  Olivia Minnaert  Mitchell Roemen
Nicholas Hanson  Ibrahim Mahmoud Mohsen  Merritt Rysavy
Seth Jackson  John Morrow  Tyler Villbrandt

BACHELOR OF SCIENCE IN OPERATIONS MANAGEMENT
Robert Moline  Jordan Schroepfer
BACHELOR OF SCIENCE IN AGRICULTURE, FOOD & ENVIRONMENTAL SCIENCES

<table>
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<td>Gavin Zimmer</td>
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ASSOCIATE OF SCIENCE IN AGRICULTURE, FOOD & ENVIRONMENTAL SCIENCES

Leo Buysse
Adam Eichacker
Joshua Hunt
Hunter Knippling
Alexander Krantz
Brandon Neyens
Jordan Stegenga

BACHELOR OF SCIENCE IN NATURAL SCIENCES

Tayt Boeckholt
Kristi Bruening
Han Vid Cho
Alexander Clark
Nicholas Cronin
Emily Cuddy
Sydney Ebben
Hannah Evans
Clay Farland
Samantha Gervais
Michaela Hacker
Haley Hinker
Kirstan Hyser
Laura Kelm
Jeffrey Koller
Luke Kovaleski
Trevor Oslund
Franchesca Poppinga
Trenton Powell
Paige Sommers
Emerson Styles
Thomas White
Taylor Wilhite

BACHELOR OF SCIENCE IN MEDICAL LABORATORY SCIENCE

Andrea Garrigan

BACHELOR OF SCIENCE IN EDUCATION AND HUMAN SCIENCES

Victoria Ahrendt
Heather Arbach
Christopher Beadles
Adam Belhajahmed
Jayna Benda
RaeLyn Bennett
Shelby Berte
Shelby Bickett
Jamie Bohaboj
Priscilla Boland
Jasmine Bonnema
Chase Bronson
Jordan Brown
Whitney Byers
Samantha Carlson
Abby Christiansen
Jeremy Christner
Ashlyn Davis
Riley Devney
Caitlin Dieger
Lauren Dietz
Trang Thuy Dinh
Hunter Donahoe
Carol Drayer
E'Vanna Dupris
Renae Dykstra
Rachel Eickhoff
Grant Everson
Chelsey Findley
Mikayla Frederick
Paige Fromm
Haley Glanzer
Danielle Groepper
Tanner Gutzmer
Ashlee Harrowa
Cassie Hendricks
Trevor Hornig
Tayah Huether
Kegan Huff
Olivia Huntimer
Gabrielle Imbery
Kenadi Javers
Fatima Javid
Sarina Jensen
Michelle Jerzak
Emma Johnson
Zhozeta Karapetyan
Jena Kehn
Erica Koenig
Haley Kubal
Justin LeClaire
Youngdeok Lee
Regan Lewandowski
Makenna Macdonald
Kendra Mack
Bianca Madonia
Chelsea Maloney
Stephanie Matul          Joseph Sabino          Elizabeth Thomsen
Seble Mitiku            Whitney Schnose          Angela Treft
Abbey Murphy            Faith Smith             Ashley Waldner
Caitlin Norlen          Lindsey Staab            Tyler Weir
Yousra Omer             Alexander Steed          Sydnie Weiss-Anderson
Cole Peterson           Jordan Steinle          Jocelyn Wenker
Emily Petracek          Kenzie Storment         Whitney Werdel
Macy Petrowiak          Madison Strandberg       Laura Wermers
Bailey Rathbun          Taylor Studanski         Cole Whitermers
Rebekah Ross            Elizabeth Thier          Megan Ysker

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Marke Amponsah          Cassandra Cook           Melissa Zimmermann

BACHELOR OF ARTS IN ARTS, HUMANITIES & SOCIAL SCIENCES
Morgan Coffman          Bridget Henderson         Kayla Preheim
Claire Deuter           Ryan Hurt                Sierra Russ
Jessica Dohn            Lilli Jasper             Josee Schwartz
Elin Ellefson           Jessica Johnson          Daniel Stratton
Kathryn Fiore           Umaima Koch             Alvine Tchagop
Shannon Hegland         Elizabeth Naviaux         Carson Vanduch

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Ji Cao                  Lilit Karapetyan          Nicholas Romano
Chase Carlson           Ellen Keena               Nicole Wyffels
Drew Dertien            Rachel Klein             Mackenzie Yordy
Erin Drew               Silas Krueger

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Nathan Fritz            Anthony Menke            Madison Smither

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Tyler Bult
Cody Bussell
Caleb Christensen
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McKenzie DeRuyter
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Alyssa Drescher
Savannah Drumheller
Carter Dykstra
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Reilly Ell
Nicole Emmert
April Erdman
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Trevan Farnham
Krystal Froehlich
Lauren Glazier
Dustin Goblirsch
Marcus Gravatt
Jacob Gross
Summer Hardee
Taylor Herding
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Garrett Howell
Anna Hudson
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Gabriel Katzenberg
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Tessa Kopren
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Dustin Manzey
Jamie Marti
Meghan Minor
Dylan Monson
Alyssa Mullaney
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Kennedy Noem
Marshall Norgaard
Emily Olwell
Andrew Poepping
Ciara Rounds
Conor Rude
Zachary Russman
Seth Schamens
Desirae Schmidt
Alison Schoenfelder
Coleton Schuyler
Kelsey Sorenson
Megan St Aubin
Thomas Swanson
Brayden Tasa
Cassandra Tribitt
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Kooper Veldhuisen
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Kaitlyn Vortherms
Tre Wafford
Megan Williams
Noah Winkelman
Anthony Winn
Molly Wyman
Bailey Zerfoss

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Gonzalez
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Dyllan Knutson
Duncan McShannock
Nicole Olvera
Heather Rist
Mary Salvino
Nicole Steffen
Meghan Ulmer
Molly Watson
The University of South Dakota
Fall 2018 Candidates for Degree

Doctor of Philosophy

Brenna Bray
Whitney J. Burke
Pasan C. Fernando
Casey T. Finnicum
Hongbo Gao
Laura M. Jackson

Joseph D. Madison
Eric J. Sazama
Shelton Jesuraj P. Varapragasam
Janette M. Wilsey-Kim
Kyle A. Wockenfuss

Doctor of Education

Brian M. Burnight
Keith E. Fodness
Johanna M. Sailor
Ruth M. Soderstrom
Carrie L. Tucek

Tracy L. Vik
Chris Tee Weixelman
Ryan P. Young

Doctor of Occupational Therapy

Samson E. Awoh
Sarah E. Halstead
Robin R. McLeay

Jasmin Thomas
Kristin E. Walloc

Juris Doctor

Lindsey Kaye Janklow
Steven D. Johnson

Emily Sarah Vasek
Specialist in Education

Heidi Anthony
Blake Gardner

Master of Arts

Jerry F. Amos-Clement
Allison F. Bacso
Julie Barnett
Krista G. Bau
Julie G. Besenbruch
Kelsey R. Biloft
Sydney Breen
Cathrine Brendstuen
Kristyne Bruggerman
Minji Cho
Ali L. Cruz
Madeline Dolny
Kyle Dugandzic
Shannon P. Fairholm
Sara R. Folk
Dylan J. Folkens
Changkuoth K. Gatchay
Rod Grismer
Cylie L. Hanson
Jackie M. Hendry
Jacob J. Heumiller
Maddie R. Husman
Cassondra R. Keller
Andrew D. Koch
Denis Kozhokar
Aubrie Laufenberg
Tiffany Lowery

Ashley Lynch
Samantha J. Martinez
Jamie S. McCray
Sierra Moeller
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Amanda R. Myhre
Aaron W. Nielsen
Emily J. Norton
Nick Oegema
Morgan Ohm
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Rachael D. Zeiger

Associate of Arts

Tristan C. Chasing Hawk
Taryn J. Knoblock
Kevin C. Mathisen

Amber L. Schechinger
Emily A. Wright
## Associate of Science

<table>
<thead>
<tr>
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<td>Savanna D. Adams Opdahl</td>
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<td>Amanda K. Lenning</td>
<td>Cristy Woodcock</td>
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SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 3 – B (1)
DATE: December 4-6, 2018

******************************************************************************

SUBJECT
Agreements on Academic Cooperation – NSU

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 5:3 – Agreements and Contracts

BACKGROUND / DISCUSSION
Board of Regents Policy 5:3 requires board action on a range of items including “Affiliative agreements and other agreements that provide for joint sponsorship of educational programing for which credit shall be awarded.” To comply with this requirement, the Northern State University seeks approval to renew two agreements on academic cooperation

- **JAMK University of Applied Sciences (JAMK), Finland**
  The original agreement was signed August 8, 2008 and approved by the Board in October 2008; the most recent renewal was approved by the Board in December 2013.

- **Shanghai University, China**
  The original agreement was signed August 8, 2008 and approved by the Board in October 2008; the most recent renewal was approved by the Board in October 2013.

IMPACT AND RECOMMENDATION
The agreement with JAMK allows for collaboration in research, and exchange of students, faculty, and staff. Regarding student exchange, each institution agrees to accept and enroll exchange students on a non-degree basis and will pay tuition to their home institution. Students will also be responsible for paying for their own housing, meals, travel and any other incidental costs, and any fees associated with taking courses at the host institution (examples include NSU fees of 1) International Student Fee, 2) Official Transcript Fee). The agreement would be valid for a period of five years.

(Continued)

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DRAFT MOTION 20181204_3-B(1):
I move to approve the agreements on academic cooperation between Northern State University and 1) JAMK University of Applied Sciences, and 2) Shanghai University.
The agreement with Shanghai University allows for collaboration in research, and exchange of students, faculty, and staff. Regarding student exchange, each institution agrees to accept and enroll exchange students on a non-degree basis and will pay tuition to their home institution. Students will also be responsible for paying for their own housing, meals, travel and any other incidental costs, and any fees associated with taking courses at the host institution. The agreement would be valid for a period of five years.

Board staff recommend approval.

ATTACHMENTS
Attachment I – Agreement on Academic Cooperation: JAMK University of Applied Sciences
Attachment II – Agreement on Academic Cooperation: NSU & Shanghai University
STUDENT EXCHANGE AGREEMENT
BETWEEN
NORTHERN STATE UNIVERSITY
AND
JAMK UNIVERSITY OF APPLIED SCIENCES

Northern State University and JAMK University of Applied Sciences conclude this Agreement to promote student exchange, based upon the Memorandum of Understanding (MOU) between Northern State University and JAMK University of Applied Sciences.

1. Duration of Stay
   The duration of stay for exchange students shall not exceed a period of one academic year, and shall be subject to the agreement of the host institutions.

2. Numbers of Exchange Students
   Each institution will work with the host institution on acceptance. The institutions undertake to balance the numbers of students from each institution over the term of the Agreement. With the agreement of the host institution the number of student exchanges in a particular year may change where it is necessary to "balance" the numbers of exchange students. Note: 2 students for a 4-8 week summer semester (2 courses, 6 credits) stay or 2 students for an 8 week summer research stay is equivalent to 1 student for a full semester stay.

3. Status of Exchange Students
   Each institution shall normally accept incoming exchange students as visiting students (i.e. students who do not aim at obtaining a degree or other formal qualification from the host university.)

4. Acceptance Procedures
   The students participating in the exchange program under the terms of this Agreement shall be selected initially by the home institutions, and the host institution shall make the final admission decisions in each case.

5. Study Program
   Each exchange student shall determine the study program at the host institution in consultation with academic advisors at both the home and host institutions. Depending on the study program, language requirements and/or other prerequisites may be imposed in accordance with the regulations of the host institutions. Exchange students will normally be permitted to enter a program in which there is space and no limits on access, provided the student meets the stipulated prerequisite requirements. Academic advisor contact information must be given to host institution each semester.
6. **Academic Record and Accreditation**
The host institutions shall evaluate the academic performance of each exchange student according to its rules. Students shall be responsible for requesting that transcripts be sent, at their expense, to their home University. The home institution may give credit to each student according to its regulations.

7. **Tuition and Other Fees**
Provided they have paid the appropriate fees to their home institution, exchange students shall not be required to pay tuition fees to their host institution. Exchange students may, however, be responsible for:
- Round-trip airfare
- Mandatory university room or housing fees
- Mandatory meal plan as stipulated by university regulations
- Required medical insurance
- Textbooks and living expenses
- Expenses related to entry and departure from the country
- All visa related fees
- Any fees associated with taking courses at the host institution. Examples of Northern State University fees include: 1) International Student Fee, 2) Official Transcript Fee.

8. **Government Requirements**
Exchange students will meet all requirements of the host country as regards immigration, including where appropriate, arrangements for their families and dependents. Exchange students shall ensure that they keep their host institution fully informed of their movements and their contact details during the period of their exchange. The host institution will act as the point of contact with the student.

9. **Financial Responsibility**
Exchange student shall take out comprehensive health insurance which is valid in the host country and host institution. Exchange students shall be responsible for their own expenses, including travel expenses, food, accommodation costs, and health care fees. The host institution will assist the exchange student to find initial accommodation wherever necessary.

10. **Program Administration**
Each institution shall designate an officer for general program administration, and shall inform the other institution of any changes in these arrangements. The officer shall be in regular contact with each other to make arrangements necessary to implement this Agreement. All programs are subject to the regulations and conditions as set forth by the Office of International Programs at Northern State University and the Office of International Affairs at JAMK University of Applied Sciences.
11. Conditions for Collaboration
Nothing in the Agreement shall be construed by one Exchanging Institution as an indemnification 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 an Exchanging Institution 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.

12. Commencement and Duration of the Agreement
The Agreement shall enter into force on the date of its signing by both institutions and shall remain in force for five years.

Either institution may, by giving six months written notice to the other institution, terminate the Agreement. In the absence of such and early termination, the renewal of this Agreement shall be reviewed by the two institutions no less than six months prior to the natural termination of the current Agreement.

In the event that either party terminates the Agreement, the host institution shall honor the terms of the Agreement for students whose exchange has been approved prior to the termination, as if the Agreement remained in force for the period of exchange.

The terms of this Agreement may be revised or modified at any time through joint review and recommendation by both institutions. No revision or modification shall come into effect until such time as both institutions have signed a letter agreeing to the revision or modification.

The following signatures are affixed as acknowledgement and acceptance of the terms of this Agreement:

For Northern State University

[Signature]

Dr. Timothy Downs
President
Northern State University
USA

Date: 09/05/18

For JAMK University of Applied Sciences

[Signature]

Dr. Jussi Halttunen
President/Rector
JAMK University of Applied Sciences
Finland

Date: 21.9.2013
Memorandum of Understanding between
Northern State University, USA
and
JAMK University of Applied Sciences, FINLAND

Northern State University, Aberdeen, South Dakota, USA and JAMK University of Applied Sciences, Finland recognizing the benefits to their respective universities through the establishment of international links, agree to formulate this Memorandum of Understanding (MoU), aiming to promote cooperation and exchange between the two parties.

Both parties, based on the principle of equality and mutual benefits, will develop cooperation and exchange in the following areas, within the framework of this Agreement.

1. The development of collaborative partnerships that will include student, faculty and staff exchanges.
2. Establishing and promoting areas of research collaboration and cooperation in fields of mutual interest. This may include conducting collaborative research projects and/or the exchange of academic information and materials.
3. The promotion of other academic activities, as jointly agreed upon, to better enhance mutual understanding and cooperation between the parties.

It is understood that the implementation of this Agreement will begin on the day it is signed by both parties and will continue thereafter for a period of five (5) years. It may be amended or modified by mutual written agreement by academic or administrative representatives of both parties and it may be terminated at the initiative of either party with a written notice of at least six months prior to the termination.

An agreement for each specific exchange activity will be signed after friendly discussion and negotiation.

Signed on behalf of
Northern State University

Dr. Timothy Downs  
President  
Northern State University  
USA
Date: 09/05/18

Signed on behalf of
JAMK University of Applied Sciences, Finland

Dr. Jussi Halttunen  
President/Rektor  
JAMK University of Applied Sciences  
FINLAND
Date: 21.5.2018
AGREEMENT ON ACADEMIC COOPERATION BETWEEN
NORTHERN STATE UNIVERSITY AND JAMK UNIVERSITY OF APPLIED SCIENCES

Northern State University and JAMK University of Applied Sciences, Finland, recognizing the benefits to their respective universities through the establishment of international links, have concluded this agreement on academic cooperation ("Agreement").

1 The purpose of this Agreement is to develop academic and educational cooperation and promote mutual understanding between the two universities.

2 Both universities agree to develop the following collaborative activities in academic areas of mutual interest, on the basis of equality and reciprocity.
   a. Exchange of faculty members, researchers, and administrative staff
   b. Exchange of students
   c. Implementation of collaborative research projects
   d. Implementation of lectures and symposia
   e. Exchange of academic information and materials
   f. Promotion of other academic cooperation on which both parties have agreed

3 The development and implementation of specific activities based on this Agreement will be separately negotiated and agreed on between the faculties, schools or institutes, which are to carry out the specific activities. Both universities agree to carry out these activities in accordance with the laws and regulations of the respective countries.

4 It is understood that the implementation of any of the types of cooperation stated in Clause 2 shall depend upon the availability of resources and financial support at the universities concerned.

5 Should any collaborative research activities conducted under this Agreement have any potential for developing intellectual property, both universities shall seek an equitable and fair understanding as to ownership and other property interests that may arise.

6 This Agreement may be amended or modified by a written agreement signed by the representatives of both universities.

7 This Agreement is valid for a period of five (5) years from the signature date of the representatives of both universities below. This Agreement may be renewed after being reviewed and renegotiated by both universities.

8 This Agreement may, at any time during its period of validity, be terminated by either university upon prior written notice to the other party made at least six (6) months prior to the termination date.

9 This Agreement shall be executed in English in two (2) copies: each university shall retain one copy.
MEMORANDUM OF UNDERSTANDING
BETWEEN
NORTHERN STATE UNIVERSITY
AND
SHANGHAI UNIVERSITY

Northern State University, Aberdeen, South Dakota, USA and Shanghai University, Shanghai, China recognizing the benefits to their respective universities through the establishment of international links, agree to formulate this Memorandum of Understanding (MoU), aiming to promote cooperation and exchange between the two parties.

Both parties, based on the principle of equality and mutual benefits, will develop cooperation and exchange in the following areas, within the framework of this Agreement.

1. The development of collaborative partnerships that will include student, faculty and staff exchanges.

2. Establishing and promoting areas of research collaboration and cooperation in fields of mutual interest. This may include conducting collaborative research projects and/or the exchange of academic information and materials.

3. The promotion of other academic activities, as jointly agreed upon, to better enhance mutual understanding and cooperation between the parties.

It is understood that the implementation of this Agreement will begin on the day it is signed by both parties and will continue thereafter for a period of five (5) years. It may be amended or modified by mutual written agreement by academic or administrative representatives of both parties and it may be terminated at the initiative of either party with a written notice of at least six months prior to the termination.
An agreement for each specific exchange activity will be signed after friendly discussion and negotiation.

This Agreement is drawn in both English and Chinese and either copy has the same validity.

Signed on behalf of
Northern State University
Dr. Timothy Downs

Signed on behalf of
Shanghai University
Dr. Donghan Jin

President
Northern State University
USA
Date: July 03, 2018

President
Shanghai University
China
Date: _______________
AGREEMENT ON ACADEMIC COOPERATION

BETWEEN

NORTHERN STATE UNIVERSITY

AND

SHANGHAI UNIVERSITY

Northern State University and Shanghai University, recognizing the benefits to their respective universities through the establishment of international links, have concluded this agreement on academic cooperation ("Agreement").

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   Each institution shall normally accept incoming exchange students as visiting students who do not plan to obtain a degree from the host university.

4. Acceptance Procedures
   The students participating in the exchange program under the terms of this Agreement shall be selected initially by the home institutions, and the host institution shall make the final admission decisions in each case.

5. Study Program
   Each exchange student shall determine the study program at the host institution in consultation with academic advisors at both the home and host institutions. Depending on the study program, language requirements and/or other prerequisites may be imposed in accordance with the regulations of the host institutions. Exchange students will normally be permitted to enter a program in which there is space and no limits on access, provided the student meets the stipulated prerequisite requirements. Academic advisor contact information must be given to host institution each semester.
6. Academic Record and Accreditation
The host institutions shall evaluate the academic performance of each exchange student according to its rules. Students shall be responsible for requesting that transcripts be sent, at their expense, to their home university. The home institution may give credit to each student according to its regulations.

7. Tuition, Fees and Expenses:
Students from partner institutions pay tuition at their home campus. Therefore, they are not required to pay tuition at the host institution. Exchange students will be responsible for all fees and expenses required by the host institution. A list of required fees will be provided by the host institution each semester. In addition, all incoming exchange students will be required to pay the following:

- Round-trip airfare
- Mandatory university room or housing
- Mandatory meal plan as stipulated by university regulations
- Required South Dakota regental approved medical insurance
- Textbooks and living expenses
- Expenses related to entry and departure from the country
- All visa related fees
- Any fees associated with targeted courses at the host institution and required support fees.

8. Government Requirements
Exchange students will meet all requirements of the host country as regards immigration, including where appropriate, arrangements for their families and dependents. Exchange students shall ensure that they keep the host institution fully informed of their movements and their contact details during the period of their exchange. The host institution will act as the point of contact with the student.

Exchange student shall take out comprehensive health insurance which is valid in the host country and host institution. Exchange students shall be responsible for their own expenses, including travel expenses, food, accommodation costs, and health care fees. The host institution will assist the exchange student to find initial accommodation wherever necessary.

10. Program Administration
Each institution shall designate an officer for general program administration, and shall inform the other institution of any changes in these arrangements. The officer shall be in regular contact with each other to make arrangements necessary to implement this Agreement. All programs are subject to the regulations and conditions as set forth by the Office of Int

3788
ernational Programs at Northern State University and the Office of International Affairs at Shanghai University.

11. Conditions for Collaboration
Nothing in the Agreement shall be construed by one Exchanging Institution as an indemnification 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 an Exchanging Institution 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.

12. Commencement and Duration of the Agreement
The Agreement shall enter into force on the date of its signing by both institutions and shall remain in force for five years.

Either institution may, by giving six months written notice to the other institution, terminate the Agreement. In the absence of such and early termination, the renewal of this Agreement shall be reviewed by the two institutions no less than six months prior to the natural termination of the current Agreement.

In the event that either party terminates the Agreement, the host institution shall honor the terms of the Agreement for students whose exchange has been approved prior to the termination, as if the Agreement remained in force for the period of exchange.

The terms of this Agreement may be revised or modified at any time through joint review and recommendation by both institutions. No revision or modification shall come into effect until such time as both institutions have signed a letter agreeing to the revision or modification.

The following signatures are affixed as acknowledgement and acceptance of the terms of this Agreement:

For Northern State University

[Signature]
Dr. Timothy Downs
President
Northern State University
USA

Date: July 3, 2018

For Shanghai University

[Signature]
Dr. Donghan Jin
President
Shanghai University
China

Date: ______________
SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

Consent

AGENDA ITEM: 3 – B (2)
DATE: December 4-6, 2018

SUBJECT
Agreements on Academic Cooperation – USD

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 5:3 – Agreements and Contracts

BACKGROUND / DISCUSSION
Board of Regents Policy 5:3 requires board action on a range of items including “Affiliative agreements and other agreements that provide for joint sponsorship of educational programming for which credit shall be awarded.” To comply with this requirement, the Northern State University seeks approval to enter into an agreement on academic cooperation with Yangtze University (YU), China.

IMPACT AND RECOMMENDATION
This agreement with YU is for a 2+3, undergraduate to graduate, fast-track Master of Science in Physics with a specialization in Analytics for Large Data Sets. This agreement will allow for collaboration in research and student exchange, whereby YU will send up to 10 students per year to USD to participate in the accelerated Master’s program.

YU students will pay tuition, fees, housing, board and related costs for credits they are enrolled in at USD directly to USD. Non-resident tuition rates will be applied, and all mandatory and course/discipline fees will be assessed. YU students will also be responsible for paying for their own travel and any other incidental costs. The agreement would be valid for a period of five years.

Board staff recommend approval.

ATTACHMENTS
Attachment I – Agreement on Academic Cooperation: USD & Yangtze University

DRAFT MOTION 20181204_3-B(2):
I move to approve the agreement on academic cooperation between the University of South Dakota and Yangtze University.
Agreement Between

Department of Physics, University of South Dakota, USA and

The School of Physics and Optoelectronics of Yangtze University, of China

On the basis of a mutual commitment to further international understanding and friendship, to share academic knowledge and to establish and develop mutually beneficial academic contacts, University of South Dakota (USD) and Yangtze University (YU) agree to the following:

I. SCOPE OF THE COOPERATION

This agreement is for a 2+3, undergraduate to graduate, fast-track Master of Science in Physics with a specialization in Analytics for Large Data Sets. The School of Physics and Optoelectronics of YU will send up to ten students per year to USD, Department of Physics as participating students for a 2+3 accelerated Master’s program.

For the 2+3 Master’s program, YU physics students who have completed two years of YU’s Physics or Applied Physics curriculum may qualify as participating students. Prospective participants will submit to USD all documents required for admission by the published deadlines. Students who are accepted to the undergraduate portion of the accelerated program, but who do not meet USD’s English language proficiency requirements, will be admitted to USD’s Intensive English Program (IEP), and upon successful completion of level III of the IEP, all students will receive a non-degree I-20 for the pursuit of the accelerated undergraduate program. Students who meet USD’s English language proficiency requirements can forgo the IEP and will be issued a non-degree I-20 for the pursuit of the accelerated undergraduate program. After students fulfill the requirements for a YU bachelor’s degree and YU awards said degree, qualified students will submit the required official graduate admission documents and receive admission to USD’s Master of Science in Physics, Specialization in Analytics for Large Data Sets. Yangtze University will keep the registry for students for no more than 6 years, if the students do not meet the Bachelor degree conferral requirements after the fourth year, YU will delay the conferral of the degree until they meet the requirements within the valid registry timeline.

The intent of this agreement is to enumerate and clarify the responsibilities of the parties involved.

II. STUDENT EXCHANGE

A. USD’S Responsibilities:
i. USD has developed an undergraduate to graduate, fast-track program that will allow qualifying students to begin coursework for a Master of Science degree in Physics while registered as undergraduate students and to complete the program at USD as M.S. students. Participating students will receive a Master of Science from USD upon successfully completing all degree requirements.

ii. USD Department of Physics will appoint an administrator or faculty member to oversee the overall academic program and the academic progress of the students. USD will work directly with Yangtze on all matters.

iii. USD Department of Physics will provide academic advising.

iv. USD’s International Office will provide YU with a list of courses and grades for the Intensive English Program that students have taken for the third year and a list of courses that students have taken and the credits that students have earned at USD for the fourth year.

v. USD’s International Office will provide YU with a list of anticipated costs each year.

vi. USD’s International Office will provide each admitted student with the documents necessary to apply for a U.S. student visa at the appropriate U.S. Embassy or Consulate overseas. USD will provide an updated fact sheet describing current regulations, costs, and allowable work opportunities.

vii. USD’s International Office will provide orientation activities during the first days of the YU students’ arrival to include introductions to staff/teachers, academic orientation, orientation to housing and meals, review of the schedule, orientation to campus facilities, explanation of rules and regulations, and campus tour.

viii. USD’s International Office will arrange for airport pickup as part of the scheduled international student arrival program.

B. YU’s Responsibilities:

i. YU will grant participating students a Bachelor Degree after the fourth year when they have accomplished their third and fourth year courses at USD.

ii. YU will have each participant fill out an USD application form and residential room application form and will submit all required application documents as provided by the International Office.

iii. YU will have each participant pay the applicable tuition, fees, housing, board, and related costs for the credits in which they enroll at USD, directly to USD. The rate of tuition charged will be non-resident, and all mandatory and course/discipline fees will be assessed.
iv. YU will have each participant provide for the international travel costs of the YU group to and from Vermillion, SD, including all airport transfers and taxes.

v. YU will have each participant arrange for visas and related travel documents.

vi. Each student will pay directly and separately to their student account designated by USD.

vii. YU students will obtain major medical insurance coverage through USD’s International Student insurance provider.

viii. YU will have participants comply with all university rules and regulations.

### III. APPOINTMENT OF COORDINATORS

Each institution shall designate an individual who will serve as coordinator for this agreement. The coordinator will be responsible for maintaining, revising, and/or renewing the agreement, as appropriate. In addition, each institution shall name at least one academic contact, and this person will coordinate the specific aspects of the agreement.

The following individuals at each institution will be responsible for coordinating this agreement:

<table>
<thead>
<tr>
<th>University of South Dakota</th>
<th>Yangtze University</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PRIMARY CONTACT FOR AGREEMENT</strong></td>
<td><strong>PRIMARY CONTACT FOR AGREEMENT</strong></td>
</tr>
<tr>
<td>Name: Patrick Morrison</td>
<td>Name: Zeng Yajun</td>
</tr>
<tr>
<td>Title: Assistant Director, International Student Services</td>
<td>Title: Director</td>
</tr>
<tr>
<td>Email: <a href="mailto:Patrick.Morrison@usd.edu">Patrick.Morrison@usd.edu</a></td>
<td>Email: <a href="mailto:zyajun@yangtzeu.edu.cn">zyajun@yangtzeu.edu.cn</a></td>
</tr>
<tr>
<td>Telephone: (605) 658-6219</td>
<td>Telephone: 0716-8062997</td>
</tr>
<tr>
<td>Fax: 605-677-6323</td>
<td>Fax: 0716-8060236</td>
</tr>
<tr>
<td><strong>ACADEMIC UNIT CONTACT</strong></td>
<td><strong>ACADEMIC UNIT CONTACT</strong></td>
</tr>
<tr>
<td>Name: Yongchen Sun</td>
<td>Name: Tian Yonghong</td>
</tr>
<tr>
<td>Title: Chair</td>
<td>Title: Dean</td>
</tr>
<tr>
<td>Office: Physics Dept., College of Arts &amp; Sciences</td>
<td>Office: School of Physics and Optoelectronics</td>
</tr>
<tr>
<td>Email: <a href="mailto:Yongchen.Sun@usd.edu">Yongchen.Sun@usd.edu</a></td>
<td>Email: <a href="mailto:yhtian@yangtzeu.edu.cn">yhtian@yangtzeu.edu.cn</a></td>
</tr>
<tr>
<td>Telephone: 605-677-5063</td>
<td>Telephone: 0716-8062320</td>
</tr>
</tbody>
</table>
The individuals in the positions listed above agree to respond to inquiries and correspondence from the partner institution in a timely and efficient manner.

IV. TERMS OF AGREEMENT
A. This agreement shall be valid for a period of five years. This agreement will be effective upon signature of the responsible authority of each institution and may be terminated by either party by given written notice to the other institution six months in advance of the date of termination. A termination of the agreement will not affect persons who have already begun an exchange under its provisions.
B. Matters not provided in this agreement shall be decided by mutual agreement between the two institutions. Additional joint activities will require the execution of a separate agreement.
C. Modifications of this agreement shall be made in the form of a written addendum signed by both parties.
D. Nothing in the above agreement shall be construed as being legally binding.
E. This agreement depends upon the continued availability of appropriated funds and expenditure authority for this purpose from the Legislature of the State of South Dakota. If for any reason the Legislature fails to appropriate or grant expenditure authority or if funds become unavailable by operation of law or federal funds reductions, this agreement will be terminated by USD. Termination for any of these reasons is not a default by USD nor does it give rise to a claim against USD.

In the spirit of international friendship and cooperation, we hereby set our signatures:

for University of South Dakota
________________________________________
Sheila Gestring, President

for Yangtze University
________________________________________
Xie Hongxing, President

Date:
________________________________________
Date:
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 South Dakota State University requests approval for the following articulation agreement:

- Students who have completed coursework in the Associate Degree in Nursing at Minnesota State Community and Technical College (MSCTC) can apply credit toward the Bachelor of Science degree in Nursing at SDSU.

Board staff recommend approval.

ATTACHMENTS
Attachment I – Articulation Agreement: SDSU and MSCTC

DRAFT MOTION 20181204_3-C:
I move to approve the articulation agreement between the South Dakota State University and Minnesota State Community and Technical College, as presented.
This Agreement is entered into between MINNESOTA STATE COMMUNITY AND TECHNICAL COLLEGE, 1900 28th Avenue South, Moorhead MN, 56560 (hereinafter sending institution), and SOUTHDAKOTA STATE UNIVERSITY (hereinafter receiving institution). This Agreement and any amendments and supplements, shall be interpreted pursuant to the laws of the State of Minnesota.

The sending institution has established an ASSOCIATE DEGREE NURSING (hereinafter sending program), and the receiving institution has established a BACHELOR OF SCIENCE NURSING (hereinafter receiving program), and will facilitate credit transfer and provide a smooth transition from one related program to another. It is mutually agreed:

Admission and Graduation Requirements

A. The receiving institution’s admission and program admission requirements apply to both direct entry students and to students who transfer under this agreement.

B. Students must fulfill the graduation requirements at both institutions.

C. Students must complete the entire sending program and meet the receiving institution’s admission requirements for the agreement to apply, including grade requirements for courses and an overall GPA requirement.

Transfer of Credits

A. The receiving institution will accept 50 credits (up to 70 credits) from the sending program. A total of 70 credits remain to complete the receiving program.

B. Courses will transfer as described in the attached Program Articulation Table. For system institutions, once the courses are encoded, they will transfer as described in the “Transferology” Audit.

Implementation and Review

A. The Chief Academic Officers or designees of the parties to this agreement will implement the terms of this agreement, including identifying and incorporating any changes into subsequent agreements, assuring compliance with system policy, procedure and guidelines, and conducting a periodic review of this agreement.

B. This Articulation Agreement is effective on 07/01/2018 and shall remain in effect until the end date of 07/01/2023 or for five years, whichever occurs first, unless terminated or amended by either party with 90 days prior written notice.

C. The college and university shall work with students to resolve the transfer of courses should changes to either program occur while the agreement is in effect.

D. This Articulation Agreement will be reviewed by both parties beginning 02/01/2018 (within six months of the end date).

E. When a student notifies the receiving institution of their intent to follow this agreement, the receiving institution will encode course waivers and substitutions.
**PROGRAM ARTICULATION TABLE**

<table>
<thead>
<tr>
<th>Institution</th>
<th>College (sending)</th>
<th>University (receiving)</th>
</tr>
</thead>
<tbody>
<tr>
<td>MINNESOTA STATE COMMUNITY AND</td>
<td>MINNESOTA STATE COMMUNITY AND TECHNICAL</td>
<td>South Dakota State University</td>
</tr>
<tr>
<td>TECHNICAL COLLEGE</td>
<td>COLLEGE</td>
<td></td>
</tr>
<tr>
<td>Program name</td>
<td>Nursing</td>
<td>Nursing</td>
</tr>
<tr>
<td>Award Type (e.g., AS)</td>
<td>Associate Degree Nursing</td>
<td>Bachelor of Science Nursing</td>
</tr>
<tr>
<td>Credit Length</td>
<td>64</td>
<td>120</td>
</tr>
<tr>
<td>CIP code (6-digit)</td>
<td>51.3801</td>
<td></td>
</tr>
</tbody>
</table>

Describe program admission requirements (if any)

- Associates Degree Nursing, unencumbered RN license and a 2.5 GPA.

**Instructions**

- List all required courses in both academic programs.
- MnTC goal areas transfer to the receiving institution according to the goal areas designated by the sending institution.
- Do not indicate a goal area for general education courses that are not part of the MnTC.
- For restricted and unrestricted electives, list number of credits.
- Credits applied: the receiving institution course credit amount may be more or less than the sending institution credit amount. Enter the number of credits that the receiving institution will apply toward degree completion.
- Show equivalent university-college courses on the same row to ensure accurate DARS encoding.
- Equiv/Sub/Wav column: If a course is to be encoded as equivalent, enter Equiv. If a course is to be accepted by the university as a “substitution” only for the purposes of this agreement, enter Sub. If a course requirement is waived by the receiving institution, enter Wav. If a course is to be accepted by the university as a MnTC goal area, restricted elective or unrestricted elective, leave the cell blank.

**SECTION A - Minnesota Transfer Curriculum-General Education**

<table>
<thead>
<tr>
<th>course prefix, number and name</th>
<th>Goal(s)</th>
<th>Credits</th>
<th>course prefix, number and name</th>
<th>Goal(s)</th>
<th>Credits</th>
<th>Equiv</th>
<th>Sub</th>
<th>Wav</th>
</tr>
</thead>
<tbody>
<tr>
<td>BIOL 2202 Principles of Nutrition</td>
<td>2,3</td>
<td>3</td>
<td>NUTR 315 Human Nutrition</td>
<td></td>
<td>3</td>
<td>Sub</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BIOL 2260/2261 Human Anatomy and Physiology I &amp; Lab</td>
<td>3</td>
<td>3</td>
<td>BIOL 221/221L Human Anatomy/Lab</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>BIOL 2262/2263 Human Anatomy/Physiology II &amp; Lab</td>
<td>3</td>
<td>3</td>
<td>BIOL 325/325L Physiology/Lab</td>
<td>4</td>
<td></td>
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</tr>
<tr>
<td>BIOL 2267/2268 Medical Microbiology &amp; Lab</td>
<td>3</td>
<td>3</td>
<td>MICR 231/231L Microbiology/Lab</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>CHEM 1100 Fund. Concepts Chemistry</td>
<td>2,3</td>
<td>3</td>
<td>CHEM 106/106L General Chemistry/Lab (4)</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>ENGL 101 College Writing</td>
<td>1</td>
<td>3</td>
<td>ENGL 101 Composition I</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMM 1120 Intro to Public Speaking-req. elec</td>
<td>1</td>
<td>3</td>
<td>SPCM 101 Fundamentals of Speech</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>PSYC 2222 Developmental Psychology</td>
<td>5,9</td>
<td>3</td>
<td>HDFS 210 Lifespan Development</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SOC 1111 Introduction to Sociology</td>
<td>2,5,7</td>
<td>3</td>
<td>SOC 100 Introduction to Sociology</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

MnTC/General Education Total 30

Special Notes, if any:

1 MnTC goal areas transfer to the receiving college/university according to the goal areas designated by the sending college/university.
**SECTION B - Major, Emphasis, Restricted and Unrestricted Electives or Other**

(pre-requisite courses, required core courses, required courses in an emphasis, or electives (restricted or general) within the major). Restricted electives (in Major) fulfill a specific requirement within a major. Example A: "Choose two of the following three courses;" Example B: A Biology degree may require 40 science credits (20 credits of required courses + 20 credits of listed related courses, such as botany, genetics, sociobiology, etc. which students can select).

<table>
<thead>
<tr>
<th>Major, Emphasis, Restricted, Unrestricted Electives or Other Courses</th>
<th>NURS 1400 Introduction to Professional Nursing</th>
<th>NURS 1406 Nursing Fundamentals I</th>
<th>NURS 1415 Nursing Clinical I</th>
<th>NURS 1416 Nursing Fundamentals II</th>
<th>NURS 1426 Reproductive Health</th>
<th>NURS 2426 Reproductive Disorders</th>
<th>NURS 2437 Nursing Clinical II</th>
<th>NURS 2438 Restorative Nursing I</th>
<th>NURS 2447 Nursing Clinical III</th>
<th>NURS 2448 Restorative Nursing II</th>
<th>NURS 2455 Advanced Intravenous Therapy</th>
<th>NURS 2464 Nursing Leadership</th>
<th>NURS 2466 Mental Health Nursing</th>
<th>Restricted elective credits - list courses (if none enter 0)</th>
<th>College's unrestricted elective credits accepted in transfer (if none enter 0)</th>
<th>Total College Credits Applied (sum of sections A and B)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2</td>
<td>3</td>
<td>2</td>
<td>4</td>
<td>2</td>
<td>2</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>3</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>50</td>
</tr>
<tr>
<td>ADN credits transfer to SDSU as block of 20 nursing credits.</td>
<td></td>
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</tr>
<tr>
<td><strong>Special Notes, if any:</strong> ADN credits transfer to SDSU as a block of 20 nursing credits. Associate Degree students must complete 30 SDSU credits. Up to 70 credits would transfer to SDSU (see MState advisor for course guide).</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**SECTION C - Remaining University (receiving) Requirements**

<table>
<thead>
<tr>
<th>course prefix, number and name</th>
<th>Credit s</th>
</tr>
</thead>
<tbody>
<tr>
<td>Humanity/Arts/Diversity requirement</td>
<td>6</td>
</tr>
<tr>
<td>MATH 102 College Algebra</td>
<td>3</td>
</tr>
<tr>
<td>PSYC 101 Introduction to Psychology</td>
<td>3</td>
</tr>
<tr>
<td>ENGL 201 Composition II</td>
<td>3</td>
</tr>
<tr>
<td>HSC 443 Public Health Science</td>
<td>3</td>
</tr>
<tr>
<td>PHA 321 Pharmacology</td>
<td>3</td>
</tr>
<tr>
<td>NURS 119 First Year Seminar</td>
<td>2</td>
</tr>
<tr>
<td>NURS 222 Transition to BS in Nursing</td>
<td>1</td>
</tr>
<tr>
<td>NURS 381 Family and Communication</td>
<td>3</td>
</tr>
<tr>
<td>NURS 385 Health Assessment and Clinical Decision Making (practicum course; complete in own community)</td>
<td>5</td>
</tr>
<tr>
<td>NURS 416 Community Health (practicum course; complete in own community)</td>
<td>5</td>
</tr>
<tr>
<td>NURS 454 Nursing Leadership and Management</td>
<td>3</td>
</tr>
<tr>
<td>NURS 474 Nursing Research and Theory</td>
<td>3</td>
</tr>
<tr>
<td>Elective or transfer credits (if needed)</td>
<td></td>
</tr>
<tr>
<td>University unrestricted elective credits not counted elsewhere (can be taken at MState or SDSU)</td>
<td>8</td>
</tr>
<tr>
<td>Students earn 19 Nursing credits by successful completion of modules within the RN to BS curriculum.</td>
<td>19</td>
</tr>
<tr>
<td>ADN transfer</td>
<td>(20)</td>
</tr>
<tr>
<td><strong>Total Remaining University Credits</strong></td>
<td>70</td>
</tr>
</tbody>
</table>

**Special Notes, if any:** MNSCTC RN graduates may transfer up to 90 community college credits to the RN Upward Mobility option. Upon completion of RN requirements, an additional 12 MNCTC credits may be completed for transfer. 30 SDSU credits must be completed to earn Bachelor of Science, Nursing degree. RNs earn additional 19 SDSU required nursing credits through completion of RN-BSN courses.
### SECTION D - Summary of Total Program Credits

<table>
<thead>
<tr>
<th>College (sending) Credits</th>
<th>University (receiving) Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Section A - MnTC/General Education</strong></td>
<td>30</td>
</tr>
<tr>
<td><strong>Section B - Major, Emphasis, Restricted Electives, Unrestricted Electives or Other</strong></td>
<td>34</td>
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<td><strong>Total Sending Institution Credits</strong></td>
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<td><strong>Sections A &amp; B - Total Sending Institution Credits Applied</strong></td>
<td>50</td>
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<tr>
<td><strong>Section C - Remaining credit to be taken at the receiving institution</strong></td>
<td>51 (+19 earned SDSU nursing credits)</td>
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<td><strong>Total Receiving Institution Program Credits</strong></td>
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**Special Notes, if any:**

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<th>Name</th>
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<td>Carrie Brimhall</td>
<td>Carrie Brimhall</td>
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<tr>
<td>Academic Dean</td>
<td>Jennifer Jacobson</td>
<td>Jennifer Jacobson</td>
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*Date when equivalencies were encoded in DARS by the receiving MnSCU institution.*
Course transfer sample for students who complete Minnesota State Community and Technical College Associate Degree Nursing program and plan to transfer to the South Dakota State University online RN Upward Mobility (RN-BS) option to complete Bachelor of Science Nursing degree.

Successful transfer requires: 1) Earned MState ADN with 2.5 GPA on 4.0 scale 2) passing national nursing licensing exam, NCLEX, 3) completion of remaining prerequisite courses at SDSU or MState and 4) completion of RN-BS courses at SDSU with 2.5 GPA on 4.0 scale to meet College of Nursing requirements.

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<th>MState Community and Technical College</th>
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<td>ENGL 1101 College Writing</td>
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<td>PSYC 2222 Lifespan Development</td>
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<td>SOC 1111 Introduction to Sociology</td>
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<td>See course list System Goal #4 SDSU</td>
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<td>MATH 1114 College Algebra OR MATH 1111 Finite Math</td>
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<tr>
<td>CHEM 1100 Fundamental Concepts of Chemistry/Lab</td>
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<tr>
<td>BIOL 2267 Medical Microbiology</td>
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<td>BIOL 2260 Human Anat &amp; Phys I</td>
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<td>BIOL 2262 Human Anat &amp; Phys II</td>
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<td>MState ADN credits for transfer</td>
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<td>MState ADN pre-req credits for transfer</td>
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<td>Additional MState credits for transfer</td>
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Select unbolded class from above
SDSU will accept 70 MN State credits for transfer. Select 23 credits from unbolded courses above.

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<th>TOTAL MN State credits for transfer</th>
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<td>HSC 443 Public Health Science</td>
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<td>ENGL 201 Composition II</td>
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<td>RN-BSN NURSING credits</td>
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<td>Nurs credits earned by validation</td>
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<td>RN-BS Major &amp; earned courses</td>
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<td>NURS 222 Transition to BS</td>
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<td>NURS 381 Family and Communication</td>
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<tr>
<td>Earn NURS 234</td>
<td>2</td>
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<tr>
<td>Earn NURS 334</td>
<td>5</td>
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<td>NURS 385 HIth Ass. Clini Dec-Making, Nurs Interv</td>
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<td>Earn NURS 258</td>
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<td>Earn NURS 358</td>
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<td>Earn HSC 452</td>
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<td>NURS 416 Community Health</td>
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<td>Earn NURS 434</td>
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<td>NURS 474 Research</td>
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RN-BSN NURSING credits:
- Nurs credits earned by validation
- RN-BS Major & earned courses
- NURS 222 Transition to BS
- NURS 381 Family and Communication
- Earn NURS 234
- Earn NURS 334
- NURS 385 HIth Ass. Clini Dec-Making, Nurs Interv
- Earn NURS 258
- Earn NURS 358
- NURS 454 Leadership
- Earn HSC 452
- NURS 416 Community Health
- Earn NURS 434
- NURS 474 Research
- Bachelor of Science

RN-MS and RN-DNP opportunity: MS specializations require 3.0 GPA on 4.0 scale and approved STAT 281 Statistic course completed no more than 5 years prior to 1st graduate nursing course.

RN-DNP requires 3.3 GPA on 4.0 scale and approved STAT 281 Statistic course completed no more than 5 years prior to 1st graduate nursing course.

Graduate Nursing must give permission to student for course substitution. Student will make formal application to graduate nursing in final semesters of RN Upward Mobility coursework and must be admitted to continue with graduate preparation.

11-20-17
SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

Consent

AGENDA ITEM: 3 – D
DATE: December 4-6, 2018

******************************************************************************

SUBJECT
Revisions to Terminal Degrees Table – USD & SDSMT

CONTROLLING STATUTE, RULE, OR POLICY
AAC Guideline 6.1 – Terminal Degree Table Modifications
AAC Guideline 6.2 – Terminal Degrees Table

BACKGROUND / DISCUSSION
The University of South Dakota requests to make the following revisions to the terminal degree table (also noted in Yellow within Attachment I):

- **Discipline areas**: Anatomy; Biochemistry; Combined Ph.D. (Basic Biomedical Sciences); Microbiology; Physiology/Pharmacology
  
  **Revision**: Addition of DPM (Doctor of Podiatric Medicine) and PharmD (Doctor of Pharmacy) to each discipline

South Dakota School of Mines and Technology requests to make the following revisions to the terminal degree table (noted in Green within Attachment I):

- **Discipline areas**: Geophysics and Seismology; Microbiology; Molecular Biology; Social Science; Statistics
  
  **Revision**: Added each new discipline area (with the exception of Microbiology) to the list with the terminal degree of Ph.D. (Doctor of Philosophy)

- **Discipline area**: Physics
  
  **Revision**: Addition of D.Sc. (Doctor of Science)

(Continued)

******************************************************************************

DRAFT MOTION 20181204_3-D:
I move to approve the proposed revisions to AAC Guideline 6.2 Terminal Degrees Table as provided in Attachment I.

3802
• **SDSMT Notes Section Revisions**
  We do not hire on a tenure track contract unless the person has an earned doctorate. Doctorates represented by our current faculty are:
  - Doctor of Philosophy (Ph.D.)
  - Doctor of Arts (D.A.)
  - Doctor of Music Arts (D.M.A.)
  - Doctor of Education (Ed.D.)
  - Juris Doctor (JD)
  - Doctor of Science (D.Sc.)

  The degrees and discipline areas shown in the table are those of our current permanent faculty.

  Part-Time faculty are hired in various disciplines **within the liberal arts** on an as needed basis.

  The following degrees are considered to be terminal degrees for purposes of promotion among our Lecturer Series faculty: Among our non-tenure track people in the areas of physical education, library, and art, we have considered the following to be terminal degrees for purposes of promotion:
  - Master of Arts (M.A.)
  - Master of Science (M.S.)
  - Master of Library Science (M.L.S.)
  - Master of Fine Arts (M.F.A)
  - Master of Philosophy (M.PHIL.)

  With the exception of our professional librarians, these positions are all ones with substantial soft money.

**IMPACT AND RECOMMENDATIONS**

  With these changes, both USD and SDSMT feel the terminal degrees table would be more aligned with future faculty appointments.

  Board staff recommends approval.

**ATTACHMENTS**

  Attachment I – Proposed Revisions to AAC Guideline 6.2 Terminal Degrees Table
<table>
<thead>
<tr>
<th>Discipline</th>
<th>BHSU</th>
<th>DSU</th>
<th>NSU</th>
<th>SDSM&amp;T</th>
<th>SDSU*</th>
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<td>SD University Affiliated Program</td>
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<tr>
<td>Spanish</td>
<td>Ph.D</td>
<td></td>
<td>Ph.D, Ed.D</td>
<td>Ph.D</td>
<td>Ph.D</td>
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</tr>
<tr>
<td>Speech</td>
<td>Ph.D, MFA***</td>
<td>Ph.D, DA, MFA</td>
<td>Ph.D, Ed.D, DA</td>
<td>Ph.D</td>
<td>Ph.D</td>
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<tr>
<td>Sport, Recreation, and Park Management</td>
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<td>Ph.D, Ed.D</td>
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<tr>
<td>Statistics</td>
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<td>Ph.D</td>
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<tr>
<td>Taxation</td>
<td>Ph.D</td>
<td>Ph.D, Master's plus industry experience</td>
<td>Ph.D, DA, MFA</td>
<td>Ph.D, Ed.D, MFA</td>
<td>MFA, Ph.D, Ed.D</td>
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<td>Visual Arts-Studio</td>
<td>Ph.D, DA, MFA</td>
<td>Ph.D, Ed.D, DMA</td>
<td>Ph.D, DMA</td>
<td>MFA, DMA</td>
<td>MFA, MFA</td>
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<td>Wildlife Fisheries</td>
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<td>Ph.D</td>
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<tr>
<td>Veterinary Science</td>
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<td>Ph.D</td>
<td></td>
<td>Ph.D, DVM</td>
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</tbody>
</table>

**Black Hills State University**

*In cases where the institution hires a J.D. for the specific purpose of using his/her legal expertise in law-related classes, that degree shall be considered terminal.

** Graphics, Photography, or Multi-media Only

*** Theatre

**** Applies only to English Education

**South Dakota School of Mines & Technology**

We do not hire on a tenure track contract unless the person has an earned doctorate. Doctorates represented by our current faculty are:

- Doctor of Philosophy (Ph.D)
- Doctor of Arts (D.A.)
- Doctor of Music Arts (D.M.A.)
- Doctor of Education (Ed.D)
- Juris Doctor (JD)
- Doctor of Science (D.Sc.)
The degrees and discipline areas shown in the table are those of our current permanent faculty. Part-Time faculty are hired in various disciplines within the liberal arts on an as needed basis.

The following degrees are considered to be terminal degrees for purposes of promotion among our Lecturer Series faculty. Among our non-tenure track people in the areas of physical education, library, and art, we have considered the following to be terminal degrees for purposes of promotion:

- Master of Arts (M.A.)
- Master of Science (M.S.)
- Master of Library Science (M.L.S.)
- Master of Fine Arts (M.F.A.)
- Master of Philosophy (M.PHIL.)

With the exception of our professional librarians, these positions are all ones with substantial soft money support.

South Dakota State University

Wherever a Ph.D is noted, other doctorates such as Ed.D, DTA, DA, Doc. Sci, etc. will be considered terminal degrees in place of the Ph.D in any area if appropriate to the assignment.

Degrees regarded by South Dakota State University as terminal degrees for appointment, promotion, and tenure purposes are as follows:

- Master of Fine Arts (MFA)
- Master of Landscape Architecture (MLA)
- Master of Library Science (MLS) when combined with a second masters degree
- Master of Social Work (MSW) (in the past; would be reevaluated with new appointments)
- Director of Education (Ed.D)
- Doctor of Arts (DA)
- Doctor of Business Administration (DBA)
- Doctor of Dental Science (DDS)
- Doctor of Divinity (DD)
- Doctor of Engineering (D.Eng)
- Doctor of Industrial Technology (DIT)
- Doctor of Jurisprudence (JD)
- Doctor of Medicine (MD)
- Doctor of Music Arts (DMA)
- Doctor of Pharmacy (PharmD) (if a first entry into practice degree, it would be necessary for individual to have experience and/or a residency or post doctoral experience to progress through the ranks)
- Doctor of Philosophy (Ph.D)
- Doctor of Public Administration (DPA)
- Doctor of Public Health (DPH)
- Doctor of Science (D.Sci)
- Doctor of Teaching Arts (DAT or DTA)
- Doctor of Technology (DT)
- Doctor of Veterinary Medicine (DVM)
<table>
<thead>
<tr>
<th>Discipline</th>
<th>BHSU</th>
<th>DSU</th>
<th>NSU</th>
<th>SDSM&amp;T</th>
<th>SDSU*</th>
<th>USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journalistic - a combination of degree plus work in the field is described relative to the various ranks</td>
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<tr>
<td>Engineering Technology - a combination of degree plus industrial experience is described relative to the various ranks</td>
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<tr>
<td>In addition there are administratively approved explanations/justifications for:</td>
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<tr>
<td>Both of these internally approved documents are justified with data about faculty in the profession and reference to accreditation criteria. In both areas the combination of academic degree and work experience is more relevant than looking solely at the doctorate as the terminal degree.</td>
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<tr>
<td>University of South Dakota</td>
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<tr>
<td>Dental Hygiene: MA or MS in an approved related area plus a baccalaureate degree in Dental Hygiene</td>
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<tr>
<td>Law: Issued by a school accredited by the American Bar Association</td>
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<tr>
<td>Law Library: MLS issued by a school accredited by the American Library Association and a JD issued by a school accredited by the American Bar Association</td>
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<tr>
<td>Library: Issued by a school accredited by the American Library Association plus a second masters or a Specialist or a Doctorate in a disciplinary area</td>
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<tr>
<td>Medical Library: With certification by the Medical Library Association plus a second masters in a discipline area</td>
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<tr>
<td>Occupational Therapy: Plus licensure if the degree is in Occupational Therapy.</td>
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<tr>
<td>Physical Therapy: Plus licensure if the degree is in Physical Therapy.</td>
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<tr>
<td>Physician Assistant: Master's degree in any discipline</td>
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<tr>
<td>Social Work: MSW required regardless of terminal degree</td>
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</tbody>
</table>
I move to approve 1) USD and SDSMT’s request to seek accreditation from the Accreditation Board for Engineering and Technology (ABET) for their Biomedical Engineering (USD) and Nanoscience and Nanoengineering (SDSMT) programs; and 2) USD’s request to seek accreditation from the Commission on Accreditation of Allied Health Education Programs for the Emergency Medical Services Professions for their BS in Health Sciences, Paramedic Specialization.
reference document on institutional and specialized/program accreditation is available on the academic Reports and Accountability webpage of the BOR website.

- Special Analysis: Accreditation in Higher Education

**IMPACT AND RECOMMENDATION**

**ABET:** Accreditation informs prospective students, peers, and professionals that the program has received recognition of its quality and that its instructors possess adequate qualifications and the necessary academic credentials to teach. The USD and SDSMT estimate a total out-of-pocket cost of $8,500 and an annual maintenance fee of $1,300 once accredited.

**CAAHEP:** Accreditation informs prospective students, peers, healthcare professionals, and healthcare institutions that the program has received recognition of its quality and that its instructors possess adequate qualifications and the necessary academic credentials to teach. It also ensures others in the industry that graduates have met the educational requirements necessary to be able to function successfully in the EMS profession. USD estimates a total out-of-pocket expense of $3,700 for their program accreditation, with an annual fee of $1,700.

Board staff recommends approval.

**ATTACHMENTS**

Attachment I – Request to Seek Accreditation Form: Biomedical Engineering (USD) and Nanoscience and Nanoengineering (SDSMT)

Attachment II – Request to Seek Accreditation Form: BS in Health Sciences, Paramedic Specialization (USD)
SOUTH DAKOTA BOARD OF REGENTS
ACADEMIC AFFAIRS FORMS

Request to Seek Accreditation

Use this form to request permission to seek accreditation of an approved program. Board of Regents (BOR) action is required to seek program accreditation.

<table>
<thead>
<tr>
<th>UNIVERSITY:</th>
<th>SDSMT and USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROGRAM:</td>
<td>Biomedical Engineering (USD), Nanoscience and Nanoengineering (SDSMT)</td>
</tr>
<tr>
<td>CIP CODE:</td>
<td>14.0501</td>
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<tr>
<td>UNIVERSITY DEPARTMENT:</td>
<td>Biomedical Engineering</td>
</tr>
<tr>
<td>UNIVERSITY DIVISION:</td>
<td>College of Arts and Sciences (USD), Interdisciplinary Programs (SDSMT)</td>
</tr>
</tbody>
</table>

University Approval
To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

President of the University ___________________________ Date ___________________________

1. Level of program seeking accreditation (place an “X” in the appropriate box):
   - [ ] Certificate
   - [ ] Associate
   - [X] Bachelor’s
   - [ ] Doctoral
   - [ ] Master’s

2. Accrediting Agency:
   ABET (Accreditation Board for Engineering and Technology, Inc.)

3. What are the advantages of accreditation?
The advantages of accreditation fall in three categories: Students, Program and Institution, Industry

1. Students:
   A. Verifies that the educational experience meets global standard
   B. Enhances student employment opportunities—many corporations require graduation from accredited programs
   C. Supports student entry in to a technical profession through licensure, registration, and certification. Most professions require graduation from an ABET-accredited program.

Program Forms, Request to Seek Accreditation (last revised 08/2016)

3815
D. Establishes student’s eligibility for many federal student loans, grants, and/or scholarships.

2. Programs and Institutions:
   A. ABET accreditation tells prospective students, peers, and the professions that the program:
      i. Receives recognition of its quality.
      iii. Directly involves faculty and staff in self-assessment and continuous quality improvement processes.
      iv. Is based on “learning outcomes,” rather than “teaching inputs.”

3. Industry, government and the world:
   A. Ensures that graduates have met the educational requirements necessary to enter the profession.
   B. Proof that a collegiate program has met standards essential to produce graduates ready to enter the biomedical engineering field
   C. Graduates from an ABET-accredited program have a solid educational foundation and are capable of leading the way in innovation, emerging technologies, and in anticipating the welfare and safety needs of the public

4. What are the anticipated costs involved in accreditation, including:

   A. Costs involved in undergoing self-study and preparing the application for accreditation:
      The self-study and preparation of the application for ABET accreditation are carried out by the faculty of Biomedical Engineering Department. There are no additional costs for the program.

   B. Out-of-pocket costs related to dues or site visits:

      Readiness Reviews
      Fee for each program reviewed $1,000

      What is the Readiness Review?
      On-Site Reviews
      Base fee for an on-site review $3,225
      Fee for each program evaluator (PEV) $3,225

      Additional Fees
      One evaluator reviewing two programs $345
      Extra day, per program evaluator $345
      Visit to off-campus location, per location $345

      Total Estimated for out-of-pocket costs related to dues or site visits: $8,500.00

Program Forms, Request to Seek Accreditation (last revised 08/2016)
C. Base budget implications including incremental costs and minimum base resources required (dollars and FTE):

Annual Maintenance

This fee covers the upkeep of accreditation data files, review of institutional materials, and the publication and distribution of annual lists of accredited programs.

Base fee per campus per commission $685
Fee for accredited program at each campus $685

Annual support fee: Once accredited the annual maintenance fee is $1,370.00

Curriculum: The curriculum for this degree is designed to meet ABET requirements. Continuous improvement will occur in accordance with the ABET process.

Faculty: Program management and ABET accreditation preparation roles will be determined in the Memorandum of Understanding between the Universities.

5. What is the source of the revenue needed?
   USD: College of Arts and Sciences
   SDSMT: Interdisciplinary Sciences

6. What is the estimated date for submission of accreditation application?
   In order to submit an accreditation application, a student must graduate from the program. The Biomedical Engineering anticipates submitting the application for accreditation by June of 2023, with a site visit taking place in 2024.
SOUTH DAKOTA BOARD OF REGENTS  
ACADEMIC AFFAIRS FORMS  
Request to Seek Accreditation

<table>
<thead>
<tr>
<th>UNIVERSITY:</th>
<th>USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROGRAM:</td>
<td>Health Sciences, B.S.-Paramedic Specialization</td>
</tr>
<tr>
<td>CIP CODE:</td>
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<tr>
<td>UNIVERSITY DEPARTMENT:</td>
<td>Health Sciences</td>
</tr>
<tr>
<td>UNIVERSITY DIVISION:</td>
<td>School of Health Sciences</td>
</tr>
</tbody>
</table>

University Approval
To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

President of the University  
9/17/2018

1. Level of program seeking accreditation (place an “X” in the appropriate box):
   - [ ] Certificate
   - [ ] Associate
   - [X] Bachelor’s
   - [ ] Doctoral
   - [ ] Master’s

2. Accrediting Agency:
   Accreditation is through the Commission on Accreditation of Allied Health Education Programs (CAAHEP) for the Emergency Medical Services Professions. CAAHEP accredits programs upon recommendation of the Committee on Accreditation of the Educational Programs for the Emergency Medical Services (CoAEMSP).

3. What are the advantages of accreditation?
   The advantages of accreditation fall in three categories: Students, Program and Institution, Industry

   I. Students:
      A. Assures potential and enrolled students that a program meets minimum standards related to administration, resources, faculty, and facilities.
      B. Informs students that the program has met standards established by the emergency medical professionals involved in the discipline that reflect what a paramedic needs to know and be able to do to perform successfully in the Emergency Medical Services (EMS).
      C. The primary purpose of program accreditation is student and public protection through an independent, external, objective peer-review of programmatic quality in comparison to accepted national standards.
      D. Accreditation protects the students’ investment in their education by ensuring they graduate from a quality program and that instructors possess adequate qualifications and the necessary academic credentials to teach.
II. Programs and Institutions:
   A. CoAEMSP accreditation informs prospective students, peers, healthcare professionals, and healthcare institutions that the program:
      i. Has received recognition of its quality.
      ii. Implements “best practices” in education.
      iii. Engages in self-assessment and continuous quality improvement processes.
      iv. Provides an educational program based on quantifiable learning outcomes.

III. Industry
   A. Ensures that graduates have met the educational requirements necessary to be able to function successfully in the EMS profession.
   B. Provides evidence the paramedic program has met minimum standards essential to prepare graduates ready to enter EMS workplace settings.
   C. Accreditation protects the public by ensuring they receive a minimum standard of care by individuals who are properly trained.

4. What are the anticipated costs involved in accreditation, including:
   A. Costs involved in undergoing self-study and preparing the application for accreditation:
      Program costs, including all expenses related to accreditation are the responsibility of Sanford USD Medical Center. All program costs are addressed in a Memorandum of Understanding (MOU) between USD and Sanford USD Medical Center. The self-study and preparation of the application for CoAEMSP accreditation are carried out by the faculty of the Paramedic Program, which is a specialization within the Department of Health Sciences. Sanford USD Medical Center is responsible for all faculty costs, including the Program Director, Clinical Director, and Medical Director. All fees related to the program offering are the responsibility of Sanford USD Medical Center, including accreditation fees and membership.

   B. Out-of-pocket costs related to dues or site visits:
      
<table>
<thead>
<tr>
<th></th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Annual Fee</td>
<td>$1,700</td>
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<tr>
<td>Technology- one time</td>
<td>$250</td>
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<tr>
<td>Self-Study Report Evaluation</td>
<td>$750</td>
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<tr>
<td>Site Visit</td>
<td>$2,700</td>
</tr>
<tr>
<td>Total Accreditation Fees</td>
<td>$3,450</td>
</tr>
</tbody>
</table>

   C. Base budget implications including incremental costs and minimum base resources required (dollars and FTE):
      The MOU specifies that Sanford USD Medical Center is responsible for all costs associated with the program.
D. Curriculum:

The curriculum for this degree is designed to meet CoAEMSP requirements. Continuous improvement will occur in accordance with the CoAEMSP requirements on an annual basis.

5. What is the source of the revenue needed?

USD/Sanford MOU

6. What is the estimated date for submission of accreditation application?

In order to submit an accreditation application, a student must graduate from the program. The application for a CoAEMSP onsite accreditation visit was submitted January 2018.
DRAFT MOTION 20181204 3-F:
I move to approve BHSU’s request to terminate their certificate in K-12 Science Education; and NSU’s request to terminate their Criminal Justice Specialization and Human Services Specialization within their BA in Sociology program.
proposed a Social Work minor to account for that curriculum that was once largely housed in the Human Services specialization.

IMPACT AND RECOMMENDATION
Neither BHSU or NSU anticipate any cost savings, employee terminations or any other potential implications associated with terminating the respective programs.

Board staff recommend approval.

ATTACHMENTS
Attachment I – BHSU Program Termination Requests
Attachment II – NSU Program Termination Requests
SOUTH DAKOTA BOARD OF REGENTS
ACADEMIC AFFAIRS FORMS

Program Termination or Placement on Inactive Status

Use this form to request termination or inactive status for an existing program (graduate program, undergraduate major or minor, certificate, or specialization). The Board of Regents, Executive Director, and/or their designees may request additional information about the proposal. After the university President approves the proposal, submit a signed copy to the Executive Director through the system Chief Academic Officer. Only post the form to the university website for review by other universities after approval by the Executive Director and Chief Academic Officer.

| UNIVERSITY: | BHSU |
| DEGREE(S) AND PROGRAM: | Certificate in K-12 Science Education |
| CIP CODE: | 13,1316 |
| UNIVERSITY DEPARTMENT: | BEDU |
| UNIVERSITY DIVISION: | BEDBS |

University Approval
To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

[Signature]
President of the University

[Date]

1. Program Degree Level (place an “X” in the appropriate box):

   - Associate [ ]
   - Bachelor’s [ ]
   - Master’s [X]
   - Doctoral [ ]

2. Category (place an “X” in the appropriate box):¹

   - Certificate [X]
   - Specialization [ ]
   - Minor [ ]
   - Major [ ]

3. The program action proposed is (place an “X” in the appropriate box):²

   - Inactive Status [ ]
   - Termination [X]

¹ Note: Certificates, specializations, and minors may only be terminated and not placed on inactive status due to limitations in Colleague.

² Note: An inactive program is a program a university has authority to offer, but the program is not admitting new students and has not formally terminated. A presumption exists that inactive status is a temporary status; universities review inactive programs periodically to determine the feasibility of reactivating or terminating the program. Programs can remain inactive for five (5) consecutive years at which time a university must terminate the program. A terminated program is a program for which a university ceases to have authority to offer. Reinstatement of a terminated program requires university and BOR approval through the prescribed new program approval processes.

Program Forms: Program Termination or Placement or Inactive Status (Last Revised 08/2016)
4. TERMINATION WITHOUT ENROLLED STUDENTS

A. Provide a justification for terminating the program:
   This was never an approved "program". It was used to track students who completed the
   requirements to earn an endorsement from the SD Department of Education.

B. What is the proposed date (day/month/year) for the program to terminate (program
   status in the database changes to Deleted)? 9/1/18

C. What are the potential cost savings of terminating the program and what are the
   planned uses of the savings? N/A

D. What are the resulting employee terminations and other possible implications
   including impact on other programs? N/A
SOUTH DAKOTA BOARD OF REGENTS
ACADEMIC AFFAIRS FORMS
Program Termination or Placement on Inactive Status

Use this form to request termination or inactive status for an existing program (graduate program, undergraduate major or minor, certificate, or specialization). The Board of Regents, Executive Director, and/or their designees may request additional information about the proposal. After the university President approves the proposal, submit a signed copy to the Executive Director through the system Chief Academic Officer. Only post the form to the university website for review by other universities after approval by the Executive Director and Chief Academic Officer.

**UNIVERSITY:** NSU

**DEGREE(S) AND PROGRAM:** Sociology: Criminal Justice Specialization (BA: SOC-CJUS)

**CIP CODE:** 451101

**UNIVERSITY DEPARTMENT:** History and Social Science

**UNIVERSITY DIVISION:** College of Arts and Sciences

**University Approval**

To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

President of the University or Designee 10/10/2018

1. **Program Degree Level** *(place an “X” in the appropriate box):*

   - Associate ☐
   - Bachelor’s ☒
   - Master’s ☐
   - Doctoral ☐

2. **Category** *(place an “X” in the appropriate box):*¹

   - Certificate ☐
   - Specialization ☒
   - Minor ☐
   - Major ☐

3. **The program action proposed is** *(place an “X” in the appropriate box):*²

   - Inactive Status ☐
   - Termination ☒

¹ Note: Certificates, specializations, and minors may only be terminated and not placed on inactive status due to limitations in Colleague.

² Note: An inactive program is a program a university has authority to offer, but the program is not admitting new students and has not formally terminated. A presumption exists that inactive status is a temporary status; universities review inactive programs periodically to determine the feasibility of reactivating or terminating the program. Programs can remain inactive for five (5) consecutive years at which time a university must terminate the program. A terminated program is a program for which a university ceases to have authority to offer. Reinstatement of a terminated program requires university and BOR approval through the prescribed new program approval processes.
4. INACTIVE STATUS

A. Provide a justification for inactivating the program:

B. If there are current students in the program, what are the implications of placing the program on inactive status?

C. What is the last date (day/month/year) by which a student can graduate in the program?

D. What is the proposed date (day/month/year) inactive status takes effect (the proposed date for inactive status is also the last date a student may enroll in or declare the program)?

5. TERMINATION WITH ENROLLED STUDENTS

A. Provide a justification for terminating the program:
   NSU has created a stand-alone Criminal Justice major rendering the specialization within Sociology superfluous.

B. What is the plan for completion of the program by current students?
   Students currently enrolled may matriculate through the existing program or switch to the separate Criminal Justice major.

C. What is the proposed date (day/month/year) program termination status begins (program status in the database changes to Phasing Out and last date a student may enroll in or declare the program)?
   8/01/2019

D. What is the last date (day/month/year) in which a student may enroll in the program (program status in the database changes to Phase Out)?
   05/01/2019

E. What is the last term or date (day/month/year) by which a student can graduate from the program?
   May, 2024

F. What are the potential cost savings of terminating the program and what are the planned uses of the savings?
   None

G. What are the resulting employee terminations and other possible implications including impact on other programs?
Termination of this specialization will encourage students interested in Criminal Justice to seek out that major. There are no staffing implications.

6. TERMINATION WITHOUT ENROLLED STUDENTS

A. Provide a justification for terminating the program:

B. What is the proposed date (day/month/year) for the program to terminate (program status in the database changes to Deleted)?

C. What are the potential cost savings of terminating the program and what are the planned uses of the savings?

D. What are the resulting employee terminations and other possible implications including impact on other programs?
SOUTH DAKOTA BOARD OF REGENTS
ACADEMIC AFFAIRS FORMS
 Program Termination or Placement on Inactive Status

Use this form to request termination or inactive status for an existing program (graduate program, undergraduate major or minor, certificate, or specialization). The Board of Regents, Executive Director, and/or their designees may request additional information about the proposal. After the university President approves the proposal, submit a signed copy to the Executive Director through the system Chief Academic Officer. Only post the form to the university website for review by other universities after approval by the Executive Director and Chief Academic Officer.

UNIVERSITY: NSU
DEGREE(S) AND PROGRAM: Sociology: Human Services Specialization (BA: SOC-HSER)
CIP CODE: 451101
UNIVERSITY DEPARTMENT: History and Social Science
UNIVERSITY DIVISION: College of Arts and Sciences

University Approval
To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

President of the University or Designee 10/10/2018

1. Program Degree Level (place an “X” in the appropriate box):
   Associate ☐ Bachelor’s ☒ Master’s ☐ Doctoral ☐

2. Category (place an “X” in the appropriate box):¹
   Certificate ☐ Specialization ☒ Minor ☐ Major ☐

3. The program action proposed is (place an “X” in the appropriate box):²
   Inactive Status ☐ Termination ☒

¹ Note: Certificates, specializations, and minors may only be terminated and not placed on inactive status due to limitations in Colleague.
² Note: An inactive program is a program a university has authority to offer, but the program is not admitting new students and has not formally terminated. A presumption exists that inactive status is a temporary status; universities review inactive programs periodically to determine the feasibility of reactivating or terminating the program. Programs can remain inactive for five (5) consecutive years at which time a university must terminate the program. A terminated program is a program for which a university ceases to have authority to offer. Reinstatement of a terminated program requires university and BOR approval through the prescribed new program approval processes.

Program Forms: Program Termination or Placement or Inactive Status (Last Revised 08/2016)

3828
4. **INACTIVE STATUS**

   A. Provide a justification for inactivating the program:

   B. If there are current students in the program, what are the implications of placing the program on inactive status?

   C. What is the last date (day/month/year) by which a student can graduate in the program:

   D. What is the proposed date (day/month/year) inactive status takes effect (the proposed date for inactive status is also the last date a student may enroll in or declare the program)?

5. **TERMINATION WITH ENROLLED STUDENTS**

   A. Provide a justification for terminating the program:

   Sociology currently has two specializations/tracks for students: Criminal Justice and Human Services. As we are eliminating the Criminal Justice specialization due to the creation of a separate major in that field, it makes little sense to have a major (Sociology) with only one specialization (Human Services). Thus Human Services is to be terminated and Sociology remain as a “straight” sociology major. We have proposed a Social Work minor to account for that curriculum that was once largely housed in the Human Services specialization.

   B. What is the plan for completion of the program by current students?

   Students currently enrolled may matriculate through the existing program or switch to the separate Social Work minor.

   C. What is the proposed date (day/month/year) program termination status begins (program status in the database changes to *Phasing Out* and last date a student may enroll in or declare the program)?

   8/01/2019

   D. What is the last date (day/month/year) in which a student may enroll in the program (program status in the database changes to *Phase Out*)?

   05/01/2019

   E. What is the last term or date (day/month/year) by which a student can graduate from the program?

   Spring, 2024

   F. What are the potential cost savings of terminating the program and what are the planned uses of the savings?

   None
G. What are the resulting employee terminations and other possible implications including impact on other programs?
Termination of this specialization will encourage students interested in human services to seek out the Social Work minor. There are no staffing implications.

6. TERMINATION WITHOUT ENROLLED STUDENTS

A. Provide a justification for terminating the program:

B. What is the proposed date (day/month/year) for the program to terminate (program status in the database changes to Deleted)?

C. What are the potential cost savings of terminating the program and what are the planned uses of the savings?

D. What are the resulting employee terminations and other possible implications including impact on other programs?
I move to approve USD’s request to terminate the Capital University Center and Rapid City University Center delivery site locations for their Bachelor of General Studies degree program.
**SOUTH DAKOTA BOARD OF REGENTS**
**ACADEMIC AFFAIRS FORMS**

Termination of a Site

<table>
<thead>
<tr>
<th>UNIVERSITY:</th>
<th>USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEGREE(S) AND PROGRAM:</td>
<td>General Studies, B.G.S.-U.BGS.GENS</td>
</tr>
</tbody>
</table>

**SITE PROPOSED FOR TERMINATION**

<table>
<thead>
<tr>
<th>Distance Sites:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital University Center</td>
</tr>
<tr>
<td>925 East Sioux Avenue</td>
</tr>
<tr>
<td>Pierre, SD 57501</td>
</tr>
<tr>
<td>Rapid City University Center</td>
</tr>
<tr>
<td>4300 Cheyenne Blvd</td>
</tr>
<tr>
<td>Rapid City, SD 57709</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CIP CODE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>24.0101</td>
</tr>
</tbody>
</table>

**UNIVERSITY DEPARTMENT:**

<table>
<thead>
<tr>
<th>Arts &amp; Sciences Dean</th>
</tr>
</thead>
</table>

**UNIVERSITY DIVISION:**

<table>
<thead>
<tr>
<th>College of Arts &amp; Sciences</th>
</tr>
</thead>
</table>

**University Approval**

To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

<table>
<thead>
<tr>
<th>President of the University</th>
<th>Date</th>
</tr>
</thead>
</table>

1. **Program Degree Level:**

   - Associate ☐
   - Bachelor’s ☒
   - Master’s ☐
   - Doctoral ☐

2. **Category:**

   - Certificate ☐
   - Specialization ☐
   - Minor ☐
   - Major ☒

3. **Provide a justification for terminating delivery at the site:**

   There are no students enrolled in the programs at these sites.

4. **If there are current students in the program, what are the implications of terminating the site and what is the plan for completion by the students?**

   N/A

5. **What is the last date (day/month/year) by which a student can graduate in the program?**

   8/23/2019

6. **What is the proposed date (day/month/year) terminated status takes effect (the proposed date for terminated status is also the last date a student may enroll in or declare the program)?**

   8/23/19

7. **What are the potential cost savings of terminating the program site and what are the planned uses of the savings?**

   N/A

---

1 If this is an off-campus site, please include the physical address of the site as a well as a description or name of the location.

2 Note: Certificates, specializations, and minors may only be terminated and not placed on inactive status due to limitations in Colleague.
8. What are the resulting employee terminations and other possible implications including impact on other programs? N/A

Original approvals at SDBOR meeting June 2010:


Print screens below for approval and agenda item if needed.

SOUTH DAKOTA BOARD OF REGENTS

Full Board

AGENDA ITEM: M - 2

DATE: June 24-25, 2010

*****************************************************************************

SUBJECT: New Program: BHSU, DSU, NSU & USD Bachelor of General Studies

Executive Summary: Black Hills State University, Dakota State University, Northern State University, and the University of South Dakota request authorization to offer a Bachelor of General Studies. The proposal is provided as Attachment I.

Each university would be authorized to award the degree. A Bachelor of General Studies is within the statutory and Board Policy missions of each university. The degree is designed for students who have accumulated credits without meeting the requirements for a degree and for students who change their minds after completing many hours in another program.

Each university requests authorization to deliver the program in Sioux Falls, Rapid City and Pierre and by distance technology.

The universities do not request new State resources or new or increased student fees. BHsu, DSU, NSU and USD do not request exceptions to Board policy.

1. Introduction

Black Hills State University, Dakota State University, Northern State University and the University of South Dakota request authorization to offer a Bachelor of General Studies. The proposal is provided as Attachment I.

The Executive Director waived the intent to plan because all universities have an A.A. in General Studies, because the proposal is a cooperative effort by four universities, and because the (Continued)

*****************************************************************************

RECOMMENDED ACTION OF THE EXECUTIVE DIRECTOR

1. Approve the Bachelor of General Studies as described in Attachment I as a new program for Black Hills State University, Dakota State University, Northern State University, and the University of South Dakota

2. Authorize each university to deliver the entire program at the off-campus centers in Sioux Falls, Rapid City and Pierre and by distance technology.

6. Off-Campus or Distance Delivery

BHSU, DSU, NSU and USD each request authorization to deliver the entire program at the off-campus centers in Sioux Falls, Rapid City, and Pierre.

BHSU, DSU, NSU and USD each request authorization to deliver the entire program by distance technology, including online.

Authority to offer the degree at different locations will help a university encourage its former students to enroll and complete the degree.
I move to authorize BHSU to offer an undergraduate certificate in International Studies as presented.
New Certificate

Use this form to propose a certificate program at either the undergraduate or the graduate level. A certificate program is a sequence, pattern, or group of academic credit courses that focus upon an area of specialized knowledge or information and develop a specific skill set. Certificate programs typically are a subset of the curriculum offered in degree programs, include previously approved courses, and involve 9-12 credit hours including prerequisites. In some cases, standards for licensure will state explicit requirements leading to certificate programs requiring more than 12 credit hours (in such cases, exceptions to course or credit requirements must be justified and approved). The Board of Regents, Executive Director, and/or their designees may request additional information about the proposal. After the university President approves the proposal, submit a signed copy to the Executive Director through the system Chief Academic Officer. Only post the New Certificate Form to the university website for review by other universities after approval by the Executive Director and Chief Academic Officer.

<table>
<thead>
<tr>
<th>UNIVERSITY:</th>
<th>BHSU</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE OF PROPOSED CERTIFICATE:</td>
<td>International Studies</td>
</tr>
<tr>
<td>INTENDED DATE OF IMPLEMENTATION:</td>
<td>Fall 2018</td>
</tr>
<tr>
<td>PROPOSED CIP CODE:</td>
<td>30.2001</td>
</tr>
<tr>
<td>UNIVERSITY DEPARTMENT:</td>
<td>College of Liberal Arts</td>
</tr>
<tr>
<td>UNIVERSITY DIVISION:</td>
<td>Arts and Humanities</td>
</tr>
</tbody>
</table>

University Approval

To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

Institutional Approval Signature

President or Chief Academic Officer of the University

1. Is this a graduate-level certificate or undergraduate-level certificate (place an “X” in the appropriate box)?

   Undergraduate Certificate ☒  Graduate Certificate ☐

2. What is the nature/purpose of the proposed certificate? To provide students with the opportunity to gain critical experiential learning opportunities and contextualizing academic coursework through a personal international experience. This certificate underscores the importance of educational international travel experiences during the college career and provides a strategic international focus to their curriculum at BHSU. This is a standalone certificate, meaning the credits do not directly apply to any existing degree program.
3. Provide a justification for the certificate program, including the potential benefits to students and potential workforce demand for those who graduate with the credential.\(^1\) This certificate will allow students to develop career-ready skills in communication as well as cultural awareness among a variety of majors. In the book, A Student Guide to Study Abroad (2013,) the authors explain the importance of educating US students about the global world as a directive from the U.S. Department of Education (2012). We “want to ensure that more American students have the skills to compete in a global workplace, and not just build up ‘deep, deep expertise’ among a small group of graduates in foreign languages or cultures.” International experience is no longer just for those who want to work abroad, but rather global sourcing has penetrated the American markets making even small companies in rural towns an importer of goods from around the world and an international experience is increasingly more important to be competitive in the U.S. job market (National Intelligence Council, 2012.) Students have a personal international experience in addition to other global learning. Pairing these two components provides a comparative model of discovery allowing them to not only learn about other countries but also experience them as well. These comparisons could include navigating different cultures and the people in them, conducting business in a non-native language, exploring a variety of cultures and foods and religious traditions. Lastly providing the opportunity to engage with someone who is different is an important learning outcome highlighted by the “High-Impact Educational Practices (2008) as one of the best high-impact practices a student can have in the university experience.

4. Who is the intended audience for the certificate program (including but not limited to the majors/degree programs from which students are expected)?

The target audience is students who are pursuing majors at BHSU who might want to add this certificate to their current course plan or to strategically plan their curriculum toward a more global focus within their required course plan. The certificate should appeal to all students interested in international service learning and study abroad. Students are able to substitute for an upper-level course in many majors. Students from biology to education and art have taken these courses. This certificate is not intended to be a solo program of study but will complement a student’s major.

5. List the courses required for completion of the certificate in the table below (if any new courses are proposed for the certificate, please attach the new course requests to this form):\(^2\)

<table>
<thead>
<tr>
<th>Prefix</th>
<th>Number</th>
<th>Course Title ((add\ or\ delete\ rows\ as\ needed))</th>
<th>Credit Hours</th>
<th>New (yes, no)</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXCH</td>
<td>487/498</td>
<td>Study Abroad</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>OR</td>
<td></td>
<td></td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>EXPL</td>
<td>499</td>
<td>International Service Learning Program</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>Any 9 hours of</td>
<td></td>
<td></td>
<td>9</td>
<td>No</td>
</tr>
</tbody>
</table>

\(^1\) For workforce related information, please provide data and examples; data sources may include but are not limited to the South Dakota Department of Labor, the US Bureau of Labor Statistics, Regental system dashboards, etc.

\(^2\) Regental system certificate programs typically are a subset of the curriculum offered in degree programs, include existing courses, and involve 9-12 credits for completion. Deviations from these guidelines require justification and approval.
the following:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTH</td>
<td>211</td>
</tr>
<tr>
<td>ARTH</td>
<td>212</td>
</tr>
<tr>
<td>ENGL</td>
<td>211</td>
</tr>
<tr>
<td>ENGL</td>
<td>212</td>
</tr>
<tr>
<td>GEOG</td>
<td>210</td>
</tr>
<tr>
<td>HIST</td>
<td>115</td>
</tr>
<tr>
<td>HUM</td>
<td>387</td>
</tr>
<tr>
<td>HUM</td>
<td>388</td>
</tr>
<tr>
<td>MUS</td>
<td>240</td>
</tr>
<tr>
<td>POLS</td>
<td>250</td>
</tr>
<tr>
<td>POLS</td>
<td>376</td>
</tr>
<tr>
<td>POLS</td>
<td>411</td>
</tr>
<tr>
<td>THEA</td>
<td>270</td>
</tr>
</tbody>
</table>

Any course with an RUSS<GER, FREN, or SPAN prefix.

Subtotal 12

6. Student Outcome and Demonstration of Individual Achievement.³

A. What specific knowledge and competencies, including technology competencies, will all students demonstrate before graduation? The knowledge and competencies should be specific to the program and not routinely expected of all university graduates.

Students will learn to recognize social norms and differences in those norms between their own and another culture.

Students will demonstrate an ability to communicate effectively with those from other cultures, compensating effectively where they do not share a common language.

B. Complete Appendix A – Outcomes using the system form. Outcomes discussed below should be the same as those in Appendix A.

A first-hand understand info the cultural norms and social conditions of another country or part of the United States.

The ability to interact constructively and collaboratively with people of a culture different than that of the student.

Acquisition of knowledge that supports and contextualizes the first-hand experience of study abroad or service learning in any area of interest to the student: language, art, literature history, religion, music or political science.

³ Board Policy 2:23 requires certificate programs to “have specifically defined student learning outcomes.”

Program Forms: New Certificate Form (Last Revised 05/2017)
7. Delivery Location.4

A. Complete the following charts to indicate if the university seeks authorization to deliver the entire program on campus, at any off campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire program through distance technology (e.g., as an on-line program)?

<table>
<thead>
<tr>
<th>Yes/No</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>On campus</td>
<td>Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Yes/No</th>
<th>If Yes, list location(s)</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Off campus</td>
<td>No</td>
<td>Choose an item. Choose an item.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Yes/No</th>
<th>If Yes, identify delivery methods5</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distance Delivery (online/other distance delivery methods)</td>
<td>No</td>
<td>Choose an item. Spring 2018</td>
</tr>
</tbody>
</table>

B. Complete the following chart to indicate if the university seeks authorization to deliver more than 50% but less than 100% of the certificate through distance learning (e.g., as an on-line program)? 6

<table>
<thead>
<tr>
<th>Yes/No</th>
<th>If Yes, identify delivery methods</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distance Delivery (online/other distance delivery methods)</td>
<td>No</td>
<td>Choose an item. Choose an item.</td>
</tr>
</tbody>
</table>

8. Additional Information: Additional information is optional. Use this space to provide pertinent information not requested above. Limit the number and length of additional attachments. Identify all attachments with capital letters. Letters of support are not necessary and are rarely included with Board materials. The University may include responses to questions from the Board or the Executive Director as appendices to the original proposal where applicable. Delete this item if not used.

---

4 The accreditation requirements of the Higher Learning Commission (HLC) require Board approval for a university to offer programs off-campus and through distance delivery.

5 Delivery methods are defined in AAC Guideline 5.5.

6 This question responds to HLC definitions for distance delivery.
References


List specific individual student outcomes—knowledge and competencies—in each row. Label each column with a course prefix and number. Indicate required courses with an asterisk (*). Indicate with an X the courses that will provide the student with an opportunity to acquire the knowledge or competency listed in the row. All students should acquire the program knowledge and competencies regardless of the electives selected. Modify the table as necessary to provide the requested information for the proposed program.

<table>
<thead>
<tr>
<th>Individual Student Outcome</th>
<th>Program Courses that Address the Outcomes</th>
</tr>
</thead>
<tbody>
<tr>
<td>A first-hand understanding of the cultural norms and social conditions of another country</td>
<td>ART 221, ARTH 212, ENGL 211/212, GEOG 210, HIST 115, HUM 387/388, MUS 240,</td>
</tr>
<tr>
<td>or part of the United States</td>
<td>POLS 250/376/411, THEA 270, any course with RUSS, GERM, FREN, or SPAN prefix</td>
</tr>
<tr>
<td></td>
<td>X  X</td>
</tr>
<tr>
<td>The ability to interact constructively and collaboratively with people of a culture</td>
<td>X  X</td>
</tr>
<tr>
<td>different than of the student</td>
<td></td>
</tr>
<tr>
<td>Acquisition of knowledge that supports and contextualizes the first-hand experience of</td>
<td>X</td>
</tr>
<tr>
<td>study abroad or service learning in any area of interest to the student: language, art,</td>
<td></td>
</tr>
<tr>
<td>literature history, religion, music, or political science</td>
<td></td>
</tr>
</tbody>
</table>

Program Forms: New Certificate Form (Last Revised 05/2017)
SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 3 – H (2)
DATE: December 4-6, 2018

******************************************************************************

SUBJECT
New Certificate: DSU Graduate Certificate in Healthcare Data Analytics

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 2:23 – Program and Curriculum Approval

BACKGROUND / DISCUSSION
Dakota State University (DSU) requests authorization to offer a graduate certificate in Healthcare Data Analytics. The certificate will introduce graduate-level learners to health data analysis tools and methods for performing healthcare data analytics functions. DSU reports the U.S. Department of Labor expects significant employment growth through 2026 for healthcare management analysts.

IMPACT AND RECOMMENDATION
The certificate consists of 12 credit hours comprised of existing courses. DSU currently offers five graduate level statistics. Two of the courses stack into DSU’s MS in Health Informatics and Information Management and two stack into the MS in Data Analytics program. DSU is requesting authorization to offer the program online. DSU is not asking for additional resources to offer the program.

Board office staff recommends approval of the program.

ATTACHMENTS
Attachment I – New Certificate Request Form: DSU – Graduate Certificate in Healthcare Data Analytics

******************************************************************************

DRAFT MOTION 20181204_3-H(2):
I move to authorize DSU to offer a graduate certificate in Healthcare Data Analytics, including online delivery, as presented.
Use this form to propose a certificate program at either the undergraduate or graduate level. A certificate program is a sequence, pattern, or group of academic credit courses that focus upon an area of specialized knowledge or information and develop a specific skill set. Certificate programs typically are a subset of the curriculum offered in degree programs, include previously approved courses, and involve 9-12 credit hours including prerequisites. In some cases, standards for licensure will state explicit requirements leading to certificate programs requiring more than 12 credit hours (in such cases, exceptions to course or credit requirements must be justified and approved). The Board of Regents, Executive Director, and/or their designees may request additional information about the proposal. After the university President approves the proposal, submit a signed copy to the Executive Director through the system Chief Academic Officer. Only post the New Certificate Form to the university website for review by other universities after approval by the Executive Director and Chief Academic Officer.

**UNIVERSITY:**

**DSU**

**TITLE OF PROPOSED CERTIFICATE:**

Healthcare Data Analytics Certificate

**INTENDED DATE OF IMPLEMENTATION:**

Fall 2019

**PROPOSED CIP CODE:**

51.2706

**UNIVERSITY DEPARTMENT:**

Health Information Management

**UNIVERSITY DIVISION:**

College of BIS

**University Approval**

To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

[Signature]

Institutional Approval Signature 10/11/2018

President or Chief Academic Officer of the University

1. **Is this a graduate-level certificate or undergraduate-level certificate (place an “X” in the appropriate box)?**

   Undergraduate Certificate ☐  Graduate Certificate ☒

2. **What is the nature/purpose of the proposed certificate?**

   The certificate program will introduce learners to health data analysis tools and methods used to perform healthcare data analytics functions. The certificate is geared toward workers that already have a bachelor’s degree and are working professionals that intend to move into the healthcare data analytics field to research specific questions using electronic health record data to produce reports with visualization display techniques. Six of the twelve credits in the certificate stack to the MS in Health Informatics and Information Management and the other six credits stack to the MS in Analytics program.
USD’s undergraduate health analytics certificate is aimed at Health Sciences majors who want to enhance their credentials with specialty knowledge in analytical methods. DSU’s graduate certificate in health data analytics are aimed at working professionals with backgrounds in any major interested in learning to utilize research, statistics and data visualization skills to inform decision-making without the desire to complete an undergraduate certificate.

The certificate program is an option for students not desiring an undergraduate certificate in health data analytics who may already have a bachelor’s degree. It may serve as an entry into Master’s programs in either of the two degrees to which it stacks upon, the Master of Science in Health Informatics and Information Management and the Master of Science in Analytics.

DSU is working toward CAHIIM accreditation of the MSHIIM program, which includes requirements for health data analytics that are being met with graduate courses already available at DSU. According to Gabriel and Cortelyou-Ward (2018), “The American Health Information Management Association (AHIMA) master’s degree competencies include nine domains covering a variety of core competencies, including Health Data Analytics. This domain specifies that graduates should be able to utilize tools to transform health data to improve decision-making and optimize health. This focus on the ability to work with complex data indicates the importance of students’ graduating with the skills necessary to work with complex data sets”, Educational Perspectives in Health Informatics Information Management, Spring 2018 (p. 2).

3. Provide a justification for the certificate program, including the potential benefits to students and potential workforce demand for those who graduate with the credential.¹

Healthcare workers have a huge challenge to decrease costs in healthcare and to provide quality care and services to patients. Individuals who have a bachelors degree and three years of health data analytics experience will be eligible to sit for the Certified Health Data Analytics certification exam to achieve recognition of their expertise in health data analysis and validation of their mastery of this domain. The graduate level certificate in health data analytics will help in preparing students who are interested in achieving the CHDA credential.

According to AHIMA, this prestigious certification provides practitioners with the knowledge to acquire, manage, analyze, interpret, and transform data into accurate, consistent, and timely information, while balancing the "big picture" strategic vision with day-to-day details. CHDA-credentialed professionals exhibit broad organizational knowledge and the ability to communicate with individuals and groups at multiple levels, both internal and external.

In addition, projections for management analysts are expected to grow by 14% during the same time period.

¹ For workforce related information, please provide data and examples; data sources may include but are not limited to the South Dakota Department of Labor, the US Bureau of Labor Statistics, Regental system dashboards, etc.

Technicians, on the Internet at https://www.bls.gov/ooh/math/operations-research-analysts.htm#tab-6
The United States Department of Labor: Bureau of Labor Statistics identifies that the operations research analysts job outlook for 2016-2026 is much faster than average (27%), with a 2016 median pay of $79,200. Employment is expected to increase by 31,300 from the period of 2016-2026. Specific data for South Dakota is not available on the United States Department of Labor: Bureau of Labor Statistics projections website in the operations research analysts job outlook for 2016-2026.

South Dakota projections for hospitals in South Dakota are shown in the table below. The health data analyst profession is in the formation stage and job titles may also be called business intelligence analysts, clinical intelligence analysts or health data specialists.

Industry Profile for Hospitals in South Dakota

Long Term Industry Projections Table

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Hospitals</td>
<td>25,013</td>
<td>27,811</td>
<td>2,798</td>
<td>280</td>
<td>11.19%</td>
<td>1.07%</td>
</tr>
</tbody>
</table>

The Health Information Management Systems Society (HIMSS) convention planned for February 2019 includes 110 of 922 vendors offering healthcare data analytics products to attendees. In addition to offering workforce opportunities, this demonstrates there is a need in healthcare to have users trained to properly utilize the data analytics products including clinical, financial, administrative staff and others. This certificate program targets two types of professionals: 1. Vendor support workforce and 2. Healthcare professionals using data analytics applications in performing their duties.
The list of vendors offering products to the healthcare market are included below:

- 3M Health Information Systems
- Acxiom Corporation
- Altruista Health, Inc.
- APIXIO, Inc.
- Apollo Enterprise Imaging Corp
- Arcadia.io
- Axis Communications
- Bluetree Network, Inc.
- Carestream Health, Inc.
- Cognosante
- Compulink Healthcare Solutions
- Conduent
- ConnectiveRx
- CPSI
- dashboardMD, Inc.
- Definitive Healthcare, LLC
- Dell EMC
- Draeger, Inc.
- Elsevier
- ePlus Technology
- First Databank (FDB)
- Geneia
- Health Catalyst
- Health Management Technology
- Healthjump
- Healthwise
- Hmatix Inc.
- IBM
- ICU Medical
- IMO-Intelligent Medical Objects Inc.
- Impinj
- Informatica
- Information Builders
- IQVIA
- iWT Health
- Jellyfish Health
- Kronos
- Leidos
- LexisNexis
- Lightbeam Health Solutions
- Linguamatics
- Looker
- M*Modal
- ManTech
- MDClone
- MedeAnalytics
- MEDITECH
- Modernizing Medicine
- National Government Services
- NCI, Inc.
- NetScout Systems, Inc.
- Nordic
- Nuance Communications
- Nutanix
- Oneview Healthcare
- Optum
- physIQ
- Provation
- Quartz Clinical
- Reaction Data
- Red Hat
- Relias
- Revspring, Inc.
- Roche Diagnostics Corporation
- Salesforce
- SAP America
- SAS Institute Inc.
- ScImage
- Skytron
- SNOMED International
- SONIFI Health
- Spacelabs Healthcare
- Spectramedix
- SPH Analytics
- Strata Decision Technology
- Tableau Software
- Talix
- TeleTracking Technologies
- Verato
- Vital, A Canon Group
- VitalConnect
- Vizient
- Voalte
- Vocera Communications, Inc.
- XIFIN, Inc.
- ZIPARI

Sonifi Health is a South Dakota vendor, also a member of the MSHIIM Program Advisory Board advocating for more professionals being trained in health data analytics relating experiences to the advisory board about not being able to fill a position for more than a year for a health data analyst.
4. **Who is the intended audience for the certificate program (including but not limited to the majors/degree programs from which students are expected)?**

The primary audience for the certificate program includes healthcare, business and IT professionals wanting to learn additional information about healthcare data analytics to utilize information for decision making in new ways and the secondary audience may be professionals hoping to learn to provide support for various data analytics software products.

5. **List the courses required for completion of the certificate in the table below (if any new courses are proposed for the certificate, please attach the new course requests to this form):**

<table>
<thead>
<tr>
<th>Prefix</th>
<th>Number</th>
<th>Course Title</th>
<th>Credit Hours</th>
<th>New (yes, no)</th>
</tr>
</thead>
<tbody>
<tr>
<td>HIMS</td>
<td>701</td>
<td>Foundations in Healthcare Information</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>HIMS</td>
<td>744</td>
<td>Data Analytics in Healthcare¹</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>INFS</td>
<td>768</td>
<td>Predictive modeling</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>INFS</td>
<td>776</td>
<td>Business Intelligence and Visualization</td>
<td>3</td>
<td>No</td>
</tr>
</tbody>
</table>

Subtotal: 12

Prerequisite courses are listed below:
1. INFS 608 Applied Statistics (3 credits) This course may be required of students who do not meet the knowledge requirements in information systems and healthcare delivery fundamentals. The majority of students are not expected to need to take any courses to meet the knowledge requirements.

6. **Student Outcome and Demonstration of Individual Achievement.**

A. **What specific knowledge and competencies, including technology competencies, will all students demonstrate before graduation?** The knowledge and competencies should be specific to the program and not routinely expected of all university graduates.

Upon completion of the program, students will be able to:
- Construct information system capabilities
- Design data sources for intelligence extraction
- Create business intelligence through data analytics
- Create data visualization techniques
- Create statistical business models to leverage enterprise wide information assets

B. **Complete Appendix A – Outcomes using the system form.** Outcomes discussed below should be the same as those in Appendix A.

---

Regental system certificate programs typically are a subset of the curriculum offered in degree programs, include existing courses, and involve 9-12 credits for completion. Deviations from these guidelines require justification and approval.

Board Policy 2:23 requires certificate programs to “have specifically defined student learning outcomes.”

¹https://www.southdakotaworks.org/vosnet/lmi/profiles/profileDetails.aspx?session=inddetail&valueName=industry&section=empProjections
7. Delivery Location.  

A. Complete the following charts to indicate if the university seeks authorization to deliver the entire program on campus, at any off-campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire program through distance technology (e.g., as an on-line program)?

<table>
<thead>
<tr>
<th>On campus</th>
<th>Yes/No</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td></td>
<td>Choose an item. Choose an item.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Off campus</th>
<th>Yes/No</th>
<th>If Yes, list location(s)</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td></td>
<td></td>
<td>Choose an item. Choose an item.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Distance Delivery (online/other distance delivery methods)</th>
<th>Yes/No</th>
<th>If Yes, identify delivery methods</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Online</td>
<td>Fall</td>
<td>2019</td>
</tr>
</tbody>
</table>

B. Complete the following chart to indicate if the university seeks authorization to deliver more than 50% but less than 100% of the certificate through distance learning (e.g., as an on-line program)?

<table>
<thead>
<tr>
<th>Distance Delivery (online/other distance delivery methods)</th>
<th>Yes/No</th>
<th>If Yes, identify delivery methods</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Online</td>
<td>Choose an item.</td>
<td>2018</td>
</tr>
</tbody>
</table>

8. Additional Information: Additional information is optional. Use this space to provide pertinent information not requested above. Limit the number and length of additional attachments. Identify all attachments with capital letters. Letters of support are not necessary and are rarely included with Board materials. The University may include responses to questions from the Board or the Executive Director as appendices to the original proposal where applicable. Delete this item if not used.

The two HIMS classes will stack in to the Master of Science in Health Informatics and Information Management. The remaining two INFS classes will stack into the Masters in Data Analytics program.

---

6 Delivery methods are defined in AAC Guideline 5.5.
7 This question responds to HLC definitions for distance delivery.
## Individual Student Outcomes and Program Courses

List specific individual student outcomes—knowledge and competencies—in each row. Label each column with a course prefix and number. Indicate required courses with an asterisk (*). Indicate with an X the courses that will provide the student with an opportunity to acquire the knowledge or competency listed in the row. All students should acquire the program knowledge and competencies regardless of the electives selected. Modify the table as necessary to provide the requested information for the proposed program.

<table>
<thead>
<tr>
<th>Individual Student Outcome</th>
<th>HIMS 701</th>
<th>HIMS 744</th>
<th>INFS 768</th>
<th>INFS 776</th>
</tr>
</thead>
<tbody>
<tr>
<td>Understand fundamental principles of healthcare information infrastructure</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design data sources for intelligence extraction</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Create business intelligence through data analytics</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Create data visualization techniques</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Create statistical business models to leverage enterprise wide information assets</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>
SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 3 – H (3)
DATE: December 4-6, 2018

*****************************************************************************

SUBJECT

New Certificate: SDSU Certificate in Post-Graduate Psychiatric Mental Health Nurse Practitioner

CONTROLLING STATUTE, RULE, OR POLICY

BOR Policy 2:23 – Program and Curriculum Approval

BACKGROUND / DISCUSSION

South Dakota State University (SDSU) requests authorization to offer a Post-Graduate Psychiatric Mental Health Nurse Practitioner graduate certificate. The certificate will allow licensed Advanced Practice Registered Nurses (APRN), particularly Family Nurse Practitioners (FNP), to add an additional area of specialty in the mental health area. Target students for the certificate are practicing nurse practitioners who already hold a master’s or doctoral degree. The certificate program is a response to requests from the state’s clinical providers and the SD Board of Nursing to address critical shortages in mental health treatment; currently, less than 3% of nurse practitioners in the state hold advanced psychiatric mental health certification.

IMPACT AND RECOMMENDATION

SDSU requests authorization to offer the certificate online. The certificate consists of 18 credit hours of graduate coursework and the creation of six new courses. While most Regental system certificate programs involve existing courses and a maximum of 12 credit hours, the deviations from these standards are necessitated by licensing requirements and to respond to the market needs in mental health services.

SDSU is not asking for additional resources to offer the program.

Board office staff recommends approval of the program.

ATTACHMENTS

Attachment I – New Certificate Request Form: SDSU – Post-Graduate Psychiatric Mental Health Nurse Practitioner

*****************************************************************************

DRAFT MOTION 20181204_3-H(3):

I move to authorize SDSU to offer the certificate Post-Graduate Psychiatric Mental Health Nurse Practitioner, including online delivery, as presented.
UNIVERSITY: SDSU

TITLE OF PROPOSED CERTIFICATE: Post-Graduate Psychiatric Mental Health Nurse Practitioner

INTENDED DATE OF IMPLEMENTATION: 2019-2020 Academic Year

PROPOSED CIP CODE: 51.3810

UNIVERSITY DEPARTMENT: Graduate Nursing

UNIVERSITY DIVISION: Graduate School

University Approval

To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

Barry K. Dunn

Institutional Approval Signature

President or Chief Academic Officer of the University

10/17/2018

1. Is this a graduate-level certificate or undergraduate-level certificate?

   Undergraduate Certificate ☐  Graduate Certificate ☒

2. What is the nature/purpose of the proposed certificate?

   The proposed Post-Graduate Psychiatric Mental Health Certificate will provide evidence-based practice education for currently licensed Advanced Practice Registered Nurses (APRN), particularly Family Nurse Practitioners (FNP), who seek the added advanced practice specialty of psychiatric mental health care. Currently, FNP’s treat and prescribe for mental health needs more than any other NP specialty. FNP’s are often the initial providers of any type of mental health care, yet they are not certified and trained to practice in this subspecialty and frequently are not able to provide optimal care for their patients. Advanced nursing practice in psychiatric mental health covers both outpatient and inpatient care, children through elderly individuals, and mild depression and anxiety to significantly disabling conditions including substance abuse, bipolar disorders and schizophrenia. The proposed certificate prepares graduates to provide much needed high-quality mental health care to all populations and conditions in a variety of settings in rural and urban South Dakota. South Dakota State University currently offers the Master’s of Science - Family Nurse Practitioner degree; SDSU offers all prerequisite courses needed for the proposed certificate. The proposed certificate is an extension of the highly successful FNP program and is primarily intended for practicing FNP’s to provide them with an efficient, cutting-edge curriculum and clinical practica within a 4-semester sequence.
According to the American Nurses Credentialing Center (ANCC) the following are requirements for sitting for the certification exam:

1. Hold a master's, postgraduate, or doctoral degree from a psychiatric-mental health nurse practitioner program accredited by the Commission on Collegiate Nursing Education (CCNE) or the Accreditation Commission for Education in Nursing (ACEN) (formerly NLNAC | National League for Nursing Accrediting Commission). A minimum of 500 faculty-supervised clinical hours must be included in the psychiatric-mental health nurse practitioner program.

2. Three separate, comprehensive graduate-level courses in:
   - Advanced physiology/pathophysiology, including general principles that apply across the life span,
   - Advanced health assessment, which includes assessment of all human systems, advanced assessment techniques, concepts, and approaches, and
   - Advanced pharmacology, which includes pharmacodynamics, pharmacokinetics, and pharmacotherapeutics of all broad categories of agents.

3. Content in:
   - Health promotion and/or maintenance
   - Differential diagnosis and disease management, including the use and prescription of pharmacologic and nonpharmacologic interventions

4. Clinical training in at least two psychotherapeutic treatment modalities.

The certificate will allow graduates to sit for certification and ultimately provide psychiatric mental health care in a variety of outpatient or inpatient settings throughout the state.

Successful completion of graduate level courses in Advanced Physical Assessment (Lifespan), Advanced Pathophysiology (Lifespan), Advanced Pharmacology / Pharmacotherapeutics (Lifespan) with a course grade of 3.0 or higher within the last 5 years is an admission requirement for the post-graduate certificate. (Refer to question #8 for admission requirements.) The post-graduate certificate is completed by students who already have completed a Master’s or Doctor of Nursing Practice Degree, however are seeking another credential. Students will have already completed courses in pathophysiology, pharmacology, and physical assessment.

3. Provide a justification for the certificate program, including the potential benefits to students and potential workforce demand for those who graduate with the credential.

South Dakota ranks second in the nation for higher prevalence of mental illness and lower rates of access to care. Only 55% to 65% of the people in the state are provided mental health and substance use care; in isolated and reservation areas, 37% to 39% of these populations receiving care. A total of 848 nurse practitioners practice in the state of SD. Of these, approximately 2.3% (20) hold advanced psychiatric mental health nurse practitioner certification and practice in the state. Community mental health services lack psychiatric/mental health providers which leads to an increased demand for care at the state

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1 [https://www.nursingworld.org/our-certifications/psychiatric-mental-health-nurse-practitioner/](https://www.nursingworld.org/our-certifications/psychiatric-mental-health-nurse-practitioner/)
2 “The State of Mental Health in America,” MHIA, [http://www.mentalhealthamerica.net/issues/state-mental-health-america](http://www.mentalhealthamerica.net/issues/state-mental-health-america)
4 Young, South Dakota Board of Nursing, personal communication, June 28, 2018.
psychiatric hospital. Emergency department and hospital utilization for mental health care is high. The proposed post-graduate certificate will increase much needed access to mental health care provision by psychiatric nurse practitioners in South Dakota where a current serious shortage exists. SDSU’s clinical partners and the South Dakota Board of Nursing (SDBON) have implored the University to address this shortage through development of a post-graduate certificate option in the short term, and an additional Master’s in Nursing-Psychiatric Mental Health Nurse Practitioner specialty in the long term.

4. **Who is the intended audience for the certificate program (including but not limited to the majors/degree programs from which students are expected)?**

The intended audience is masters or doctorally prepared family nurse practitioners.

Psychiatric mental health nurse practitioners are employed in the subspecialty of psychiatry. Like other subspecialties of health care (neonatology, oncology, pain management, cardiology, ophthalmology, etc.), psychiatric mental health care requires additional education and practice hours to become proficient for practice. Psychiatric nurse practitioner positions across the United States are typically paid among the highest salaries that nurse practitioners make. MidlevelU reports psychiatric mental health nurse practitioners will gross approximately $20,000 more in annual salaries than family nurse practitioners. Psych NPs’ salaries have remained steady, holding at the number three highest paid specialty since 2013.

Due to the small number of existing practicing Psych NPs in South Dakota, a comparison of salaries is not obtainable. The Bureau of Labor Statistics projected a 35% growth in openings nationwide between 2014 and 2024, which is much higher than the average growth rate (7%) expected across all occupations during that time period. This upswing in job opportunities is expected to produce positions for 44,700 NPs across all specializations due to the increasing demand for healthcare professionals around the country.

5. **List the courses required for completion of the certificate in the table below (if any new courses are proposed for the certificate, please attach the new course requests to this form):**

AAC Guideline 2.7 limits certificates to nine to twelve credit hours unless valid reasons exist to exceed the limit. The proposed certificate has a total of eighteen credit hours based on the clinical practice specialization, certification and licensure requirements. The certificate includes six new course requests covering content to meet the psychiatric mental health nurse practitioner certification requirements put forth by the American Nurses Credentialing Center (ANCC). The certification requires content in: a) health promotion and/or maintenance; b) differential diagnosis and disease management, including the use and prescription of pharmacologic and nonpharmacologic interventions and, c) clinical training in at least two

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5 “Focus on South Dakota-A Picture of Health,” Helmsley, [https://helmsleytrust.org/sites/default/files/Focus%20on%20South%20Dakota_Part%201.pdf](https://helmsleytrust.org/sites/default/files/Focus%20on%20South%20Dakota_Part%201.pdf)
7 [https://www.midlevelu.com/blog/10-highest-paying-nurse-practitioner-specialties](https://www.midlevelu.com/blog/10-highest-paying-nurse-practitioner-specialties)
psychotherapeutic treatment modalities. This content includes a minimum of 500 supervised clinical hours needed to qualify graduates for certification and licensure as a Psychiatric Mental Health Nurse Practitioner. The proposed eighteen credits are consistent with other programs across the country as a minimum credit load. Reference Appendix B to see the list of courses, descriptions, prerequisites, co-requisites, and alignment to the ANCC certification requirements. The online delivery of courses follows a sequential format of two courses per semester 1 (NURS 732, NURS 733) and semester 2 (NURS 734, NURS 735), followed by a practical course each for semester 3 (NURS 736) and semester 4 (NURS 737). The proposed plan of study effectively adds Psychiatric Mental Health advanced practice content and builds upon the expertise of a currently practicing APRN, particularly the Family Nurse Practitioner.

<table>
<thead>
<tr>
<th>Prefix</th>
<th>Number</th>
<th>Course Title</th>
<th>Credit Hours</th>
<th>New (yes, no)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NURS</td>
<td>732</td>
<td>Psychopharmacology and Neurobiology Across the Lifespan</td>
<td>2</td>
<td>Yes</td>
</tr>
<tr>
<td>NURS</td>
<td>733</td>
<td>Psychopathological Disorders Across the Lifespan</td>
<td>3</td>
<td>Yes</td>
</tr>
<tr>
<td>NURS</td>
<td>734</td>
<td>Theories and Interventions for Individuals and Groups</td>
<td>2</td>
<td>Yes</td>
</tr>
<tr>
<td>NURS</td>
<td>735</td>
<td>Advanced Psychiatric Assessment and Differential Diagnosis Across the Lifespan</td>
<td>2</td>
<td>Yes</td>
</tr>
<tr>
<td>NURS</td>
<td>736</td>
<td>Psychiatric Mental Health Advanced Practice Across the Lifespan I</td>
<td>4</td>
<td>Yes</td>
</tr>
<tr>
<td>NURS</td>
<td>737</td>
<td>Psychiatric/Mental Health Advanced Practice Across the Lifespan II</td>
<td>5</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Subtotal</strong></td>
<td><strong>18</strong></td>
<td></td>
</tr>
</tbody>
</table>

6. Student Outcome and Demonstration of Individual Achievement.¹⁰

A. What specific knowledge and competencies, including technology competencies, will all students demonstrate before graduation?

- Provide primary and integrated mental health care for individual, groups and families across the lifespan utilizing evidence-based health promotion and disease prevention strategies to address mental health conditions, substance abuse and comorbid physical conditions.
- Function in a variety of healthcare settings, including telehealth, in collaboration with the interprofessional team and community organizations to provide integrated mental health care.

B. Complete Appendix A – Outcomes using the system form. Outcomes discussed below should be the same as those in Appendix A.

Students will be able to:
- Assess, diagnose, and plan care for complex psychiatric and concomitant medical issues, including the prescription and management of psychopharmacologic agents.
- Formulate an evidence-based strategy in the assessment, diagnosis and treatment of persons across the lifespan with psychiatric disorders.

¹⁰ Board Policy 2:23 requires certificate programs to “have specifically defined student learning outcomes.”
- Implement advanced psychiatric mental health nursing health promotion and prevention of psychopathology with patients with mental illness across the lifespan.
- Compare and contrast the effectiveness of various psychopharmacologic agents on symptoms of psychiatric illness.
- Discuss ethical dilemmas, cultural considerations, and bias when prescribing psychopharmacological therapeutic agents.
- Incorporate client centered and culturally competent care of psychiatric patients across the lifespan by an advanced practice nurse.
- Demonstrate growth in knowledge and skill of clinical decision making at an advanced practice level.
- Use information and communication technologies, resources and principles of learning to teach patients across the lifespan with mental health/behavioral health issues.

See Appendix A.

7. Delivery Location.\textsuperscript{11}

A. Complete the following charts to indicate if the university seeks authorization to deliver the entire program on campus, at any off campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire program through distance technology (e.g., as an online program)?

<table>
<thead>
<tr>
<th>Yes/No</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>On campus</td>
<td>Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Yes/No</th>
<th>If Yes, list location(s)</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Off campus</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Yes/No</th>
<th>If Yes, identify delivery methods\textsuperscript{12}</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distance Delivery (online/other distance delivery methods)</td>
<td>Yes</td>
<td>Online</td>
</tr>
</tbody>
</table>

B. Complete the following chart to indicate if the university seeks authorization to deliver more than 50% but less than 100% of the certificate through distance learning (e.g., as an online program)?\textsuperscript{13}

<table>
<thead>
<tr>
<th>Yes/No</th>
<th>If Yes, identify delivery methods</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distance Delivery (online/other distance delivery methods)</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

100% of the Post-Graduate Psychiatric Mental Health Nurse Practitioner Certificate will be offered online.

\textsuperscript{11} The accreditation requirements of the Higher Learning Commission (HLC) require Board approval for a university to offer programs off-campus and through distance delivery.

\textsuperscript{12} Delivery methods are defined in AAC Guideline 5.5.

\textsuperscript{13} This question responds to HLC definitions for distance delivery.
8. Additional Information:

Additional Admission Requirements

GRE: Not required
TOEFL: Score of 600 paper-based, 100 Internet-based, OR IELTS: 7.0 total band

In addition to meeting basic requirements for admission to the Graduate School, applicants for graduate study in nursing must have:

- Bachelor’s degree in nursing from a National League for Nursing Accrediting Commission (NLNAC) or Commission on Collegiate Nursing Education (CCNE) accredited program with an upper division major in nursing with a “B” average (3.0 or higher on a 4.0 point grading system).
- Master’s degree in nursing from an NLNAC or CCNE accredited program with a “B” average (3.0 or higher on a 4.0 point grading system).
- Current licensure as a Registered Nurse in the United States or its’ territories prior to enrollment in first graduate nursing course.
- 1500 hours of documented nursing practice experience prior to first clinical lab or within first year of program.
- Successful completion of graduate level courses in Advanced Physical Assessment (Lifespan), Advanced Pathophysiology (Lifespan), Advanced Pharmacology / Pharmacotherapeutics (Lifespan) with a course grade of 3.0 or higher within the last 5 years.
- Completed and verified application to the Graduate Nursing program via NursingCAS website.
- Compliance requirements: Background check, FBI rolled fingerprint, drug screen, Basic Life Support for Healthcare Providers, ACLS certification for FNP specialization, professional liability insurance, influenza vaccine, and TB test.
- Interview with graduate faculty for FNP specialization only.
- Completion of written response to questions regarding educational goals, scholarly practice interest and desired practice career.
Appendix A
Post-Graduate Psychiatric Mental Health Nurse Practitioner Certificate – Student Learning Outcomes

<table>
<thead>
<tr>
<th>Individual Student Outcome</th>
<th>NURS 732</th>
<th>NURS 733</th>
<th>NURS 734</th>
<th>NURS 735</th>
<th>NURS 736</th>
<th>NURS 737</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assess, diagnose, and plan care for complex psychiatric and concomitant medical issues, including the prescription and management of psychopharmacologic agents.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Formulate an evidence-based strategy in the assessment, diagnosis and treatment of persons across the lifespan with psychiatric disorders.</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Implement advanced psychiatric mental health nursing health promotion and prevention of psychopathology with patients with mental illness across the lifespan.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Compare and contrast the effectiveness of various psychopharmacologic agents on symptoms of psychiatric illness.</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discuss ethical dilemmas, cultural considerations, and bias when prescribing psychopharmacological therapeutic agents.</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incorporate client centered and culturally competent care of psychiatric patients across the lifespan by an advanced practice nurse.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Demonstrate growth in knowledge and skill of clinical decision making at an advanced practice level.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Use information and communication technologies, resources and principles of learning to teach patients across the lifespan with mental health/behavioral health issues.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>
Appendix B
New Course Requests and Alignment to the American Nurses Credentialing Center (ANCC) Certification Requirements

NURS 732 Psychopharmacology and Neurobiology Across the Lifespan
Credits: 2
The study of advanced psychopharmacological treatment of psychiatric symptoms and disorders. Neurobiological processes are emphasized. Medication selection, dosage and monitoring is covered including prescriptive issues.
Prerequisite: None; Co-requisite: None; Registration Restriction: Department Consent

FNPs have completed four credits in pharmacology. This post-graduate certificate prepares them for a specialty practice. More advanced knowledge is needed for the specialized treatment of mentally ill patients which are not normally cared for in a general family practice. Medication actions, determination, and dosing are major elements of the specialized psychiatric nurse practitioner practice.

NURS 733 Psychopathological Disorders Across the Lifespan
Credits: 3
Emphasis on the etiology and epidemiology of selected psychopathological disorders and introduction to assessment and diagnosis of common clinical variations in health patterns. Use of the DSM is foundational.
Prerequisite: None; Co-requisite: None; Registration Restriction: Department Consent

ANCC requires clinical training in at least two psychotherapeutic treatment modalities. NURS 734 focuses on non-pharmacological interventions which include therapy with individuals and groups, two of the three treatment modalities. Clinical experience with therapy in individuals and group is also provided in NURS 736 and NURS 737.

NURS 734 Theories and Interventions for Individuals and Groups
Credits: 2
An overview of theories, interventions and research related to psychotherapeutic treatments utilized by the advanced practice psychiatric nurse in planning, implementing and evaluating care for individuals across the lifespan. Brief applications of cognitive behavioral therapy and motivational interviewing are studied.
Prerequisite: NURS 733; Co-requisite: NURS 735; Registration Restriction: Department Consent.

ANCC requires course work in differential diagnosis and disease management.

NURS 735 Advanced Psychiatric Assessment and Differential Diagnosis Across the Lifespan
Credits: 2
Communication skills, comprehensive history-taking techniques, advanced psychosocial and physical assessment skills, screening/diagnostic testing, and diagnostic reasoning skills required in advanced nursing practice are developed. The focus is on developing these skills from an evidence-based, culturally responsive perspective.
Prerequisite: NURS 733; Co-requisite: NURS 734; Registration Restriction: Department Consent.
Practicing in this specialized role requires unique skills not offered in family NP programs. Specific advanced skills in communication to conduct a detailed psychosocial assessment (vs. a history and physical exam taught in family NP programs) are needed to obtain appropriate and comprehensive information to treat individuals and families in multiple types of settings. This course will also apply concepts learned in NURS 733 – Theories and Interventions for Groups and Families to the Psych NP’s assessment abilities.

NURS 736 Psychiatric/Mental Health Advanced Practice Across the Lifespan I
Credits: 4
The study of advanced psychopharmacological treatment of psychiatric symptoms and disorders. Neurobiological processes are emphasized. Medication selection, dosage and monitoring is covered including prescriptive issues.
Prerequisite: NURS 735; Co-requisite: None; Registration Restriction: Department Consent.

NURS 736 fulfills 240 clinical hours.

NURS 737 Psychiatric/Mental Health Advanced Practice Across the Lifespan II
Credits: 5
This course continues and expands clinical training in the full role of the psychiatric mental health nurse practitioner. Emphasis is on the integration of content areas to advance competences in the ethical, safe, collaborative and evidence-based provision of mental health care for all ages.
Prerequisite: NURS 736; Co-requisite: None; Registration Restriction: Department Consent.

NURS 737 lays a foundation for advanced psychiatric nurse practitioner practice. The content is not a part of any family nurse practitioner program. The content is essential to a psychiatric nurse practitioner role. Understanding and using the Diagnostic and Statistical Manual of Mental Disorders – used exclusively to diagnose, plan care and treat persons with mental health diseases is crucial to the psychiatric nurse practitioner role. NURS 737 fulfills 300 clinical hours.
SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 3 – H (4)
DATE: December 4-6, 2018

*******************************************************************************

SUBJECT
New Certificate: USD Undergraduate Certificate in Tourism & Hospitality Marketing

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 2:23 – Program and Curriculum Approval

BACKGROUND / DISCUSSION
The University of South Dakota (USD) requests authorization to offer an undergraduate certificate in Tourism & Hospitality Marketing. The certificate is intended as an add-on credential providing value to a student’s major. USD states that many travel and tourism employees in the state do not have a college degree; the certificate would provide an educational credential to those working in the field. The certificate will also interest students in majors such as Business and Media & Journalism. In addition, the state’s tourism industry has witnessed seven straight years of growth.

IMPACT AND RECOMMENDATION
The certificate consists of 12 credit hours comprised of existing courses. The certificate is not designed to stack into an existing degree program. USD currently offers 24 undergraduate certificate programs. USD is not asking for additional resources to offer the program.

Board office staff recommends approval of the program.

ATTACHMENTS
Attachment I – New Certificate Request Form: USD – Undergraduate Certificate in Tourism & Hospitality Marketing

*******************************************************************************

DRAFT MOTION 20181204_3-H(4):
I move to authorize USD to offer an undergraduate certificate Tourism and Hospitality Marketing as presented.
SOUTH DAKOTA BOARD OF REGENTS
ACADEMIC AFFAIRS FORMS
New Certificate

<table>
<thead>
<tr>
<th>UNIVERSITY:</th>
<th>University of South Dakota</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE OF PROPOSED CERTIFICATE:</td>
<td>Tourism &amp; Hospitality Marketing</td>
</tr>
<tr>
<td>INTENDED DATE OF IMPLEMENTATION:</td>
<td>Fall 2019</td>
</tr>
<tr>
<td>PROPOSED CIP CODE:</td>
<td>09.0902</td>
</tr>
<tr>
<td>UNIVERSITY DEPARTMENT:</td>
<td>Media &amp; Journalism</td>
</tr>
<tr>
<td>UNIVERSITY DIVISION:</td>
<td>College of Arts and Sciences</td>
</tr>
</tbody>
</table>

University Approval
To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

Elizabeth M. Freeburg 10/29/18
Institutional Approval Signature
President or Chief Academic Officer of the University

1. Is this a graduate-level certificate or undergraduate-level certificate?
   Undergraduate Certificate ☒ Graduate Certificate ☐

2. What is the nature/purpose of the proposed certificate?
   This course of study will recognize student learning in the area of tourism and hospitality marketing. Tourism activities cross over into many other industry categories (nonprofit management, economic development, etc.), thus having a certificate will allow students to demonstrate their study in the area while allowing them to continue to focus on their major(s) and minor(s). This certificate provides additional credentials for existing students. This certificate is comprised of 50% foundational marketing content (MCOM 241-Social Media Marketing and BADM 370-Marketing) and 50% focus on the hospitality and tourism industries (MCOM 440-Event Marketing & Management and MCOM 445-Tourism Marketing & Promotion) respectively.

3. Provide a justification for the certificate program, including the potential benefits to students and potential workforce demand for those who graduate with the credential.1
   The economic impact of travel and tourism to the State of South Dakota requires higher levels of training for the thousands of employees in the tourism industry, nearly all of whom do not have a college degree in the tourism field. According to the SD Tourism Department, in 2016 “the South Dakota tourism industry has once again reached record numbers of visitors, visitor spending and impact on the state’s economy.”2 This marks seven straight years of economic growth for the industry.”

   “2016 economic impact stats (percent increases are over 2015)*:
   • 13.9 million – number of visitors that came to South Dakota, an increase of 1.4 percent
   • $3.8 billion – amount of visitor spending, which is an increase of 1.5 percent
   • $2.5 billion – amount of GDP contributed to the state’s economy, which is an increase of 4.5 percent

1 For workforce related information, please provide data and examples; data sources may include but are not limited to the South Dakota Department of Labor, the US Bureau of Labor Statistics, Regental system dashboards, etc.
• $279 million – state and local tax dollars generated by travel and tourism activity, an increase of $8.4 million
• $821 – the amount of tax dollars each South Dakota household saves because of the tourism industry
• 53,258 – number of jobs sustained by the tourism industry, an increase of 2.1 percent”

The economic impact from the industry has a significant impact on the job sector in the state. According to the 2016 economic impact report of the Tourism Department, tourism is a major employer in South Dakota. “A total of 53,258 jobs, with income of $1.5 billion, were sustained by the visitor economy in South Dakota last year. Visitor-supported employment represents 9.5% of all employment in South Dakota. The unemployment rate in South Dakota was 2.7% in 2016. Without visitor supported jobs, the unemployment rate would have been 14.4%.”

According the Bureau of Labor Statistics’ Occupational Outlook Handbook, the job outlook for Meeting, Convention, and Event Planners for 2016-26 is expected to grow by 11% (faster than average). Moreover, the location quotient for this occupation in Western South Dakota (1.83) is the second-highest for all nonmetropolitan areas in the U.S.

4. Who is the intended audience for the certificate program (including but not limited to the majors/degree programs from which students are expected)?

There are numerous programs where the students can reasonably expect to have tourism-related activities as part of future occupations. Some of those programs include: 1) Strategic Communication (Public Relations and Advertising), 2) Communication Studies, 3) Political Science (Public Administration), 4) Marketing, 5) Management, 6) Kinesiology and Sport Management.

Others may be drawn to the certificate because they are in a position that requires some work in tourism marketing, but they have no background in the area. The certification would allow them to get four core courses that would provide a base of knowledge with which to perform their duties. A non-degree seeking student could potentially return to complete the certificate. However, the intention is for this credential to supplement an existing degree program. This certificate is open to any student in any major, but likely will be most attractive to the student choosing a program such as Business and Media & Journalism. The courses in this certificate program do not have pre-requisites making them an easy addition to any program.

5. List the courses required for completion of the certificate in the table below (if any new courses are proposed for the certificate, please attach the new course requests to this form):

<table>
<thead>
<tr>
<th>Prefix</th>
<th>Number</th>
<th>Course Title</th>
<th>Credit Hours</th>
<th>New (yes, no)</th>
</tr>
</thead>
<tbody>
<tr>
<td>BADM</td>
<td>370</td>
<td>Marketing</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>MCOM</td>
<td>241</td>
<td>Social Media Marketing</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>MCOM</td>
<td>440</td>
<td>Event Marketing &amp; Management</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>MCOM</td>
<td>445</td>
<td>Tourism Marketing &amp; Promotion</td>
<td>3</td>
<td>Yes*</td>
</tr>
</tbody>
</table>

Subtotal 12

*MCOM 445 is a course focused entirely on marketing and promotion, whereas, as a course in the Business School at BHSU, THM 480 is focused on the following: “planning and development, personnel organization and human relations, marketing, and finance.” Marketing is only one of many topics, and

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5 https://www.bls.gov/oes/current/oes131121.htm#st
6 Regental system certificate programs typically are a subset of the curriculum offered in degree programs, include existing courses, and involve 9-12 credits for completion. Deviations from these guidelines require justification and approval.
public relations and promotion issues are not covered at all. The emphasis for that course is primarily on planning issues, which in our program are covered in the existing course MCOM 440 Event Marketing and Management. This course is being offered on campus this semester as an independent study course in tourism marketing. There is interest from existing students to gain this expertise.

6. **Student Outcome and Demonstration of Individual Achievement.**

A. What specific knowledge and competencies, including technology competencies, will all students demonstrate before graduation?
   - Understand best practices in using Social Media to create meaningful relationships with customers and clients. (MCOM 241)
   - Gain a basic understanding of public relations tasks as they apply to event planning, skills & responsibilities. (MCOM 440)
   - Understand the marketing process and how it applies to the tourism industry. (445)
   - Understand the diversity of peoples and cultures, and the significance and impact of media communications in society. (MCOM 445)
   - Understand marketing’s linkage to business, consumer behavior, marketing research and strategy. (BADM 370)

B. **Complete Appendix A – Outcomes using the system form.** Outcomes discussed below should be the same as those in Appendix A.

7. **Delivery Location.**

A. Complete the following charts to indicate if the university seeks authorization to deliver the entire program on campus, at any off campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire program through distance technology (e.g., as an on-line program)?

<table>
<thead>
<tr>
<th>On campus</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Fall 2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Off campus</th>
<th>If Yes, list location(s)</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Distance Delivery (online/other distance delivery methods)</th>
<th>If Yes, identify delivery methods</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. Complete the following chart to indicate if the university seeks authorization to deliver more than 50% but less than 100% of the certificate through distance learning (e.g., as an on-line program)?

<table>
<thead>
<tr>
<th>Distance Delivery (online/other distance delivery methods)</th>
<th>If Yes, identify delivery methods</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>018 Internet Synchronous</td>
<td>Fall 2019</td>
</tr>
</tbody>
</table>

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7 Board Policy 2:23 requires certificate programs to “have specifically defined student learning outcomes.”
8 The accreditation requirements of the Higher Learning Commission (HLC) require Board approval for a university to offer programs off-campus and through distance delivery.
9 Delivery methods are defined in **AAC Guideline 5.5**.
10 This question responds to HLC definitions for distance delivery.
Appendix A

### Individual Student Outcomes and Program Courses

List specific individual student outcomes—knowledge and competencies—in each row. Label each column with a course prefix and number. Indicate required courses with an asterisk (*). Indicate with an X the courses that will provide the student with an opportunity to acquire the knowledge or competency listed in the row. All students should acquire the program knowledge and competencies regardless of the electives selected. Modify the table as necessary to provide the requested information for the proposed program.

<table>
<thead>
<tr>
<th>Individual Student Outcome</th>
<th>MCOM 241</th>
<th>BADM 370</th>
<th>MCOM 440</th>
<th>MCOM 445</th>
</tr>
</thead>
<tbody>
<tr>
<td>Understand best practices in using Social Media to create meaningful relationships with customers and clients.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gain a basic understanding of public relations tasks as they apply to event planning, skills &amp; responsibilities</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Understand how event marketing programs influence individuals &amp; society</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Understand the marketing process and how it applies to the tourism industry.</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Understand marketing’s linkage to business, consumer behavior, marketing research and strategy.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Develop skills as reflective professionals including an understanding of ethical issues related to the industry.</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>
SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 3 – H (5)
DATE: December 4-6, 2018

SUBJECT
New Certificate: USD Undergraduate Certificate in Health and Culture

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 2:23 – Program and Curriculum Approval

BACKGROUND / DISCUSSION
The University of South Dakota (USD) requests authorization to offer an undergraduate certificate in Health and Culture. The certificate is intended as an add-on credential providing value to a student’s major. The certificate is aimed at students majoring in Anthropology, Sociology, Health Sciences, and Public Health. Graduates will understand healthcare conceptions in different cultures with the overall goal of improving healthcare service quality. Healthcare remains one of the fastest growing sectors of the South Dakota economy.

IMPACT AND RECOMMENDATION
The certificate consists of 12 credit hours comprised of existing courses. The certificate is not designed to stack into an existing degree program. USD currently offers 24 undergraduate certificate programs. USD is not asking for additional resources to offer the program.

Board office staff recommends approval of the program.

ATTACHMENTS
Attachment I – New Certificate Request Form: USD – Undergraduate Certificate in Health and Culture

******************************************************************************

DRAFT MOTION 20181204_3-H(5):
I move to authorize USD to offer an undergraduate certificate in Health and Culture as presented.
### SOUTH DAKOTA BOARD OF REGENTS
#### ACADEMIC AFFAIRS FORMS
#### New Certificate

<table>
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<th>UNIVERSITY:</th>
<th>University of South Dakota</th>
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<tbody>
<tr>
<td>TITLE OF PROPOSED CERTIFICATE:</td>
<td>Health and Culture</td>
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<tr>
<td>INTENDED DATE OF IMPLEMENTATION:</td>
<td>Fall 2019</td>
</tr>
<tr>
<td>PROPOSED CIP CODE:</td>
<td>45.0203</td>
</tr>
<tr>
<td>UNIVERSITY DEPARTMENT:</td>
<td>Anthropology and Sociology</td>
</tr>
<tr>
<td>UNIVERSITY DIVISION:</td>
<td>College of Arts &amp; Sciences</td>
</tr>
</tbody>
</table>

**University Approval**

To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

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**Institutional Approval Signature**

President or Chief Academic Officer of the University

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1. **Is this a graduate-level certificate or undergraduate-level certificate?**
   - Undergraduate Certificate ☒
   - Graduate Certificate ☐

2. **What is the nature/purpose of the proposed certificate?**
   
   The proposed certificate consists of approved courses already available to all students on-campus and online. The primary enrollees are Health Science, Sociology, Public Health, and Anthropology majors who take these courses to enhance their knowledge base and employability in public health professions. The certificate will be identified on their academic transcript and make the expertise in health and culture more evident. Skills unique to this certificate include the ability to engage with people of diverse cultures, learn how healthcare is conceived of in different cultures, examine how people conceive of illness, etc. The overall goal is to improve the quality of healthcare work.

3. **Provide a justification for the certificate program, including the potential benefits to students and potential workforce demand for those who graduate with the credential.**

   This program will benefit students in a variety of majors, including Anthropology, Sociology, Health Sciences, and Public Health. Healthcare and culture care is a subject of broad interest to many undergraduate students and there is currently no formal manner in which they can gain certification in the subject matter.

4. **Who is the intended audience for the certificate program (including but not limited to the majors/degree programs from which students are expected)?**

   The primary intended audience for this certificate includes Health Sciences, Sociology, Public Health, and Anthropology majors who desire to enhance their knowledge, skills, and abilities while increasing their chances of being hired ahead of less qualified candidates. The certificate

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1 For workforce related information, please provide data and examples; data sources may include but are not limited to the South Dakota Department of Labor, the US Bureau of Labor Statistics, Regental system dashboards, etc.

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Program Forms: New Certificate Form (Last Revised 05/2017)
is open to any student in any major, but likely will be most attractive to a student choosing a
discipline focused on health care.

5. List the courses required for completion of the certificate in the table below (if any new
courses are proposed for the certificate, please attach the new course requests to this form):² Note: Some of the courses listed below are options. Students should take 2 of the 3
ANTH and SOC courses. They should also take 2 of the 4 HSC courses.

<table>
<thead>
<tr>
<th>Prefix</th>
<th>Number</th>
<th>Course Title</th>
<th>Credit Hours</th>
<th>New (yes, no)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANTH</td>
<td>210</td>
<td>Introduction to Cultural Anthropology</td>
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</tr>
<tr>
<td>ANTH</td>
<td>465</td>
<td>Medical Anthropology</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>SOC</td>
<td>471</td>
<td>Medical Sociology</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>HSC</td>
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<td>Global Health</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>HSC</td>
<td>315</td>
<td>Introduction to Public Health</td>
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<td>No</td>
</tr>
<tr>
<td>HSC</td>
<td>380</td>
<td>Health Literacy and Culture Care</td>
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<td>No</td>
</tr>
<tr>
<td>HSC</td>
<td>281</td>
<td>Human Disease</td>
<td>3</td>
<td>No</td>
</tr>
</tbody>
</table>

Subtotal: 12

6. Student Outcome and Demonstration of Individual Achievement.³

A. What specific knowledge and competencies, including technology competencies, will all
students demonstrate before graduation? The knowledge and competencies should be
specific to the program and not routinely expected of all university graduates.

The students demonstrate:
1. Knowledge of global cultures and cultural diversity. Students learn to: Identify and
   explain the social or aesthetic values of different cultures. In addition, as a result of
taking courses meeting this goal, students will be able to demonstrate a basic
understanding of diverse philosophical, ethical or religious views.
2. Knowledge of how social and cultural factors impact healthcare and definitions of
disease. Students learn to: Identify different cultural contexts and different cultural
perspectives on disease. Identify and explain basic concepts, terminology and theories
of healthcare from different spatial, temporal, cultural and/or institutional contexts.
3. Knowledge of health literacy and patterns of global healthcare. Students learn to:
   Apply selected cultural and scientific concepts and theories to contemporary healthcare
issues.
4. Knowledge of public health and healthcare standards. Students learn to: Apply
   selected cultural and scientific concepts and theories to contemporary healthcare issues.

B. Complete Appendix A – Outcomes using the system form. Outcomes discussed below
should be the same as those in Appendix A.

² Regental system certificate programs typically are a subset of the curriculum offered in degree programs, include
existing courses, and involve 9-12 credits for completion. Deviations from these guidelines require justification and
approval.
³ Board Policy 2:23 requires certificate programs to “have specifically defined student learning outcomes.”
7. Delivery Location.⁴

A. Complete the following charts to indicate if the university seeks authorization to deliver the entire program on campus, at any off-campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire program through distance technology (e.g., as an on-line program)?

<table>
<thead>
<tr>
<th>Yes/No</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>On campus</td>
<td>Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Yes/No</th>
<th>If Yes, list location(s)</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Off campus</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Yes/No</th>
<th>If Yes, identify delivery methods</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distance Delivery (online/other distance delivery methods)</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

B. Complete the following chart to indicate if the university seeks authorization to deliver more than 50% but less than 100% of the certificate through distance learning (e.g., as an on-line program)? ⁶

<table>
<thead>
<tr>
<th>Yes/No</th>
<th>If Yes, identify delivery methods</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distance Delivery (online/other distance delivery methods)</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

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⁴ The accreditation requirements of the Higher Learning Commission (HLC) require Board approval for a university to offer programs off-campus and through distance delivery.
⁵ Delivery methods are defined in AAC Guideline 5.5.
⁶ This question responds to HLC definitions for distance delivery.
Appendix A

Individual Student Outcomes and Program Courses

List specific individual student outcomes—knowledge and competencies—in each row. Label each column with a course prefix and number. Indicate required courses with an asterisk (*). Indicate with an X the courses that will provide the student with an opportunity to acquire the knowledge or competency listed in the row. All students should acquire the program knowledge and competencies regardless of the electives selected. Modify the table as necessary to provide the requested information for the proposed program.

<table>
<thead>
<tr>
<th></th>
<th>ANTH 210</th>
<th>ANTH 465</th>
<th>SOC 471</th>
<th>HSC 325</th>
<th>HSC 315</th>
<th>HSC 380</th>
<th>HSC 281</th>
</tr>
</thead>
<tbody>
<tr>
<td>Knowledge of global cultures and cultural diversity. Students learn to: Identify and explain the social or aesthetic values of different cultures. In addition, as a result of taking courses meeting this goal, students will be able to demonstrate a basic understanding of diverse philosophical, ethical or religious views.</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of how social and cultural factors impact healthcare and definitions of disease. Students learn to: Identify different cultural contexts and different cultural perspectives on disease. Identify and explain basic concepts, terminology and theories of healthcare from different spatial, temporal, cultural and/or institutional contexts.</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of health literacy and patterns of global healthcare. Students learn to: Apply selected cultural and scientific concepts and theories to contemporary healthcare issues.</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of public health and healthcare standards. Students learn to: Apply selected cultural and scientific concepts and theories to contemporary healthcare issues.</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Program Forms: New Certificate Form (Last Revised 05/2017)
SUBJECT
New Specialization: USD Specialization in Accounting Analytics within the MPA in Professional Accountancy

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 2:23 – Program and Curriculum Approval

BACKGROUND / DISCUSSION
The University of South Dakota (USD) requests authorization to offer a specialization in Accounting Analytics within the Master of Public Accountancy (MPA) program. The specialization will strengthen graduates’ ability to utilize and analyze data to strengthen accounting decision-making processes. Occupations in accounting fields and analytics fields have higher than average growth expectations nationally and within the state.

IMPACT AND RECOMMENDATION
Board approval of a specialization within a major is required as specializations appear on transcripts. USD is requesting authorization to offer the specialization online. No new resources are needed to offer the specialization.

In addition to this request from USD, Northern State University (NSU) is currently requesting permission to offer a Master of Science (MS) in Accounting Analytics; currently NSU has permission to offer a 150-credit hour Bachelor of Science (BS) in Professional Accountancy. Board staff has reviewed both the NSU proposal for an MS in Accounting Analytics and the USD specialization in Accounting Analytics within their MPA program and determined that high labor market demand justifies both the MS at NSU and the specialization in the MPA program at USD.

Board office staff recommends approval of the program.

ATTACHMENTS
Attachment I – New Specialization Request Form: USD – Accounting Analytics within the MPA in Professional Accountancy

DRAFT MOTION 20181204_3-I:
I move to authorize USD to offer the specialization in Accounting Analytics within the Master of Public Accountancy (MPA) program, including online delivery, as presented.
New Specialization

UNIVERSITY: USD
TITLE OF PROPOSED SPECIALIZATION: Accounting Analytics
NAME OF DEGREE PROGRAM IN WHICH SPECIALIZATION IS OFFERED: Master of Professional Accountancy
INTENDED DATE OF IMPLEMENTATION: Fall 2019
PROPOSED CIP CODE: 52.0301
UNIVERSITY DEPARTMENT: Accounting and Finance
UNIVERSITY DIVISION: Beacom School of Business

University Approval
To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

Institutional Approval Signature
President or Chief Academic Officer of the University

1. Level of the Specialization:
   Baccalaureate ☐ Master’s ☒ Doctoral ☐

2. What is the nature/purpose of the proposed specialization?
The Beacom School of Business at the University of South Dakota seeks to add an Accounting Analytics specialization to the current Master of Professional Accountancy program to meet the growing market demand for graduates with the ability to utilize and analyze data to strengthen accounting decision-making processes. This specialization will go beyond the advanced accounting coursework to include data-centric accounting theories and principles. In addition to the core courses, the specialization will require the students to take three specialized courses.

3. Provide a justification for the specialization, including the potential benefits to students and potential workforce demand for those who graduate with the credential.¹

Beyond a deep knowledge of accounting, professionals often need to be data and analytic savvy and possess the analytical skills and critical thinking to improve procedures and deliver insights that are expected in the data age. Clients and shareholders expect their audit and tax professionals to keep pace, improve services and provide deeper insight based on the new capabilities and data volumes. Addressing this new reality is critical to the profession’s focus on quality.

¹ For workforce related information, please provide data and examples; data sources may include but are not limited to the South Dakota Department of Labor, the US Bureau of Labor Statistics, Regental system dashboards, etc.
According to the SD-DOL (Nov. 2017), the occupational outlook for accountants and auditors has a bright outlook nationally with a projected growth of jobs in South Dakota of 526 from 2014-2024. Related occupations include budget analysts, credit analysts, financial analysts, and management analysts with projected growth in South Dakota of 329 from 2014-2024.²

As the volume and complexity of data continue to grow, demand for professionals with skills in data and analysis will grow as well.

Advanced accounting degrees with a specialization in data and analytics have recently been approved at the business schools of other universities including Arizona State University, The Ohio State University, University of Missouri, USC Leventhal, University of Georgia, Villanova University, The University of Mississippi, and Virginia Tech.

4. List the proposed curriculum for the specialization (including the requirements for completing the major – highlight courses in the specialization):

<table>
<thead>
<tr>
<th>Prefix</th>
<th>Number</th>
<th>Course Title</th>
<th>Credit Hours</th>
<th>New (yes, no)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACCT</td>
<td>585</td>
<td>Accounting Standards and Ethics</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>ACCT</td>
<td>720</td>
<td>Cost Accounting</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>ACCT</td>
<td>731</td>
<td>Tax Planning and Practice</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>ACCT</td>
<td>740</td>
<td>Advanced Accounting Theory</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>ACCT</td>
<td>750</td>
<td>Contemporary Topics in Auditing</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>ACCT</td>
<td>760</td>
<td>Accounting in Govt. &amp; Non-Profit Organizations</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>ACCT</td>
<td>780</td>
<td>Advanced Accounting</td>
<td>3</td>
<td>No</td>
</tr>
</tbody>
</table>

Specialization:

<table>
<thead>
<tr>
<th>Prefix</th>
<th>Number</th>
<th>Course Title</th>
<th>Credit Hours</th>
<th>New (yes, no)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSCI</td>
<td>723</td>
<td>Data Management &amp; Warehousing</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>DSCI</td>
<td>724</td>
<td>Data Mining for Managers</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>ACCT</td>
<td>541</td>
<td>Forensic Auditing and Fraud Examination</td>
<td>3</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Total number of hours required for completion of specialization: 9
Total number of hours required for completion of major: N/A
Total number of hours required for completion of degree: 30


5. Delivery Location

A. Complete the following charts to indicate if the university seeks authorization to deliver the entire program on campus, at any off campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire program through distance technology (e.g., as an on-line program)?

<table>
<thead>
<tr>
<th></th>
<th>Yes/No</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>On campus</td>
<td>Yes</td>
<td>Fall 2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Yes/No</th>
<th>If Yes, list location(s)</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Off campus</td>
<td>No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Yes/No</th>
<th>If Yes, methods</th>
<th>Identify delivery</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distance Delivery (online/other distance delivery methods)</td>
<td>Yes</td>
<td>Online</td>
<td>Fall 2019</td>
<td></td>
</tr>
</tbody>
</table>

B. Complete the following chart to indicate if the university seeks authorization to deliver more than 50% but less than 100% of the certificate through distance learning (e.g., as an on-line program)?

<table>
<thead>
<tr>
<th></th>
<th>Yes/No</th>
<th>If Yes, identify delivery methods</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distance Delivery (online/other distance delivery methods)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. Additional Information: This specialization does not increase the total number of hours required for completion for students which allows it to remain competitive with other programs. It is important for the program to remain at 30 credit hours because many students complete the program to become eligible to sit for the CPA exam. This specialization will be available to both online and face-to-face students. Additionally, two of the courses are already being offered in the MBA program leaving one new course to be taught.

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3 The Higher Learning Commission (HLC) and Board of Regents policy requires approval for a university to offer programs off-campus and through distance delivery.

4 Delivery methods are defined in [AAC Guideline 5.5](#).

5 This question responds to HLC definitions for distance delivery.
SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 3 – J (1)
DATE: December 4-6, 2018

SUBJECT
New Site Request: SDSU Certificate in Geographic Information Sciences

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 2:23 – Program and Curriculum Approval
BOR Policy 2:12 – Distance Education

BACKGROUND / DISCUSSION
South Dakota State University (SDSU) requests authorization to offer the Geographic Information Sciences (GISc) certificate at the University Center – Sioux Falls and through online delivery. This request responds to growing market demands in the geospatial technology industry. The certificate provides introductory skills in utilizing geographic applications and technologies to meet societal challenges. SDSU is simultaneously requesting authorization to offer their GISc undergraduate minor online.

IMPACT AND RECOMMENDATION
SDSU currently has 3 undergraduate certificates available online; no institutions currently offer an online GISc certificate. SDSU does not request any new resources.

Board office staff recommends approval.

ATTACHMENTS
Attachment I – New Site Request Form: SDSU – Certificate in Geographic Information Sciences (UC-SF & Online)

DRAFT MOTION 20181204_3-J(1):
I move to authorize SDSU to offer the certificate in Geographic Information Sciences at the University Center – Sioux Falls and online.
UNIVERSITY: SDSU

DEGREE(S) AND PROGRAM: Geographic Information Sciences Certificate

NEW SITE(S): University Center - Sioux Falls; Online

INTENDED DATE OF IMPLEMENTATION: 2019-2020 Academic Year

CIP CODE: 45.0702

UNIVERSITY DEPARTMENT: Geography

UNIVERSITY DIVISION: Natural Sciences

University Approval

To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

Barry K. Dunn
President of the University
10/17/2018

1. What is the need for offering the program at the new physical site or through distance delivery?

South Dakota State University (SDSU) requests authorization to offer the Geographic Information Sciences (GISc) Certificate at University Center - Sioux Falls and online. This request is in response to students’ needs, market demands, and an ever-changing society. The certificate in Geographic Information Sciences prepares students to utilize their knowledge of geographic applications, and various geospatial technologies to meet the challenges of today’s society. The program includes the necessary courses to prepare the graduate to function in geographic information science and allows students to develop their knowledge and skills in one of two technical specialties, either GIS or Remote Sensing/Cartography. The certificate targets people seeking a different level of learning outside of a traditional degree format, although any student can obtain the certificate to bolster his/her resume.

Many projections from government agencies and market research firms alike point toward considerable growth of the geospatial technology industry as well as growth in GIS-related employment sectors and fields. The U.S. Department of Labor Employment and Training Administration (DOLETA), for example, cites an annual growth rate of approximately 35 percent for the geospatial technology industry, with reliable public sector revenue accounting

1 If the request is for a new physical location, include an address for the location. Delivery methods are defined in AAC Guideline 5.5.
for approximately one third of the industry's total annual receipts. Likewise, P&S Market Research estimates a compound annual growth rate of 10.1 percent from 2017 to 2023 for the global GIS market.

A particular highlight is the field of cartography and photogrammetry. According to the U.S. Department of Labor's Bureau of Labor Statistics (BLS), the field of cartography and photogrammetry is expected to grow much faster than average at 19% or by 2,400 jobs between 2016 and 2026. With a median salary over $62,750, employment in jobs related to cartography and photogrammetry are excellent opportunities for recent university graduates who have GIS experience and specialization.

In the last five years, many state agencies have incorporated geospatial technologies and have created new positions for GISc analysts, technicians, programmers and managers. Some South Dakota agencies that employ persons with GISc training include the Department of Game, Fish and Parks, Department of Transportation, Department of Environment and Natural Resources, and Department of Public Safety to name a few. In addition, Native American tribal governments, city planning departments, and regional planning agencies have created new positions for GISc specialists. Increasingly, there is a demand for GISc professionals in private industry within South Dakota. Surveying and engineering firms throughout the state routinely hire GISc professionals. EROS Data Center employs persons with remote sensing skills. A certificate in Geographic Information Sciences will provide advanced training for individuals working in public and private industries throughout the state of South Dakota, the region and the United States. The South Dakota Department of Labor & Regulation and Bureau of Labor Statistics (BLS) predict employment growth in many of the anticipated occupations.

Delivery of the Geographic Information Sciences Certificate at UC-SF and online will support SDSU’s Imagine 2023 strategic plan. The certificate helps to “Attain academic excellence” (Goal: Achieve Excellence Through Transformative Education). Specifically, it will:

1b. Develop and grow high-quality and distinct academic programs designed to meet the needs of diverse students and market demands;

1c. Increase programs offered which use a diversity of delivery methods, times, (or scheduling) and locations.

SDSU will not require additional resources.

2. Are any other Regental universities authorized to offer a similar program at the proposed site(s) or through distance delivery? If “yes,” identify the institutions and programs and explain why authorization is requested.

No. Along with SDSU, Northern State University is currently authorized to offer a Geographic Information Sciences minor and certificate. South Dakota School of Mines and Technology is

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5 South Dakota Department of Labor and Regulations, Employment Projections by Occupation, on the internet: [https://www.southdakotaworks.org](https://www.southdakotaworks.org) (visited February 2, 2018).


7 [https://www.sdstate.edu/imagine-2023-aspire-discover-achieve](https://www.sdstate.edu/imagine-2023-aspire-discover-achieve)
authorized to offer a minor and certificate in Geospatial Technology. They are not authorized to offer their programs at UC-SF or online.

3. **Are students enrolling in the program expected to be new to the university or redirected from other existing programs at the university? Complete the table below and explain the methodology used in developing the estimates.**

SDSU expects most of the students to be new to the university. Students like the flexibility of programs offered online or through the University Center which allow them to continue to live and work anywhere in the state while they’re completing their degree. It is not expected that delivery online or at University Center - Sioux Falls will have much impact on the enrollments in SDSU’s face-to-face, on-campus courses. As seen in the table below, the certificate is expected to attract seven students per year through delivery online and at University Center – Sioux Falls. Students are already enrolling in the available courses. Over the past five years, three students have received the certificate in Geographic Information Sciences. The certificate was originally intended for individuals already in the workforce to received new or updated training. The addition of these new sites will make this certificate more available to workers who want to obtain these skills.

<table>
<thead>
<tr>
<th>Fiscal Years*</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY 20</td>
<td>FY 21</td>
<td>FY 22</td>
<td>FY 23</td>
</tr>
<tr>
<td>Students new to the university</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>Students from other university programs</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>=Total students in the program at the site</td>
<td>6</td>
<td>5</td>
<td>10</td>
<td>9</td>
</tr>
<tr>
<td>Program credit hours (major courses)**</td>
<td>36</td>
<td>30</td>
<td>60</td>
<td>54</td>
</tr>
<tr>
<td>Graduates</td>
<td>2</td>
<td>0</td>
<td>6</td>
<td>4</td>
</tr>
</tbody>
</table>

*Do not include current fiscal year.

**This is the total number of credit hours generated by students in the program in the required or elective program courses. Use the same numbers in Appendix B – Budget.

4. **What is the perceived impact of this request on existing programs in the Regental system?**

Delivering the Geographic Information Sciences Certificate at the University Center – Sioux Falls and online is not expected to negatively impact enrollment in SDSU’s face-to-face, on-campus courses or enrollment in other regental institutions. The additional sites will increase the number of non-degree seeking students at SDSU as well as provide a pathway for working professionals to obtain critical need skills.

5. **Complete the table and explain any special circumstances. Attach a copy of the program as it appears in the current catalog. If there are corresponding program modifications requested, please attach the associated form. Explain the delivery of the new courses and attach any associated new course request forms.**

The curriculum for the Geographic Information Sciences Certificate is provided in Appendix A. Students are currently registering for the courses that are delivered online. SDSU is also working with the University Center – Sioux Falls to implement sections of GEOG 372-372L, GEOG 383-383L and GIS Technical Electives over the next two academic years.
6. **How will the university provide student services comparable to those available for students on the main campus?**

Students engaged in the Geographic Information Sciences Certificate at University Center – Sioux Falls or online will have access to various support services and facilities throughout the academic program. The student’s academic advisor will be available to assist them in pursuing the certificate. Students are referred to the department head or certificate coordinator, if one exists, for questions regarding the certificate. Students will also have access to the support staff at the University Center or through Continuing and Distance Education at SDSU.

The South Dakota State University Hilton M. Briggs library has long served students engaged in coursework away from campus. This includes students enrolled at University Center and online. Library support services will be available to students through a variety of means:

- Students can contact librarians for research assistance. The librarian provides on-line research guides and is available for consultations with faculty and students.
- Distance Library Services include book and article delivery for materials owned by the library. Students may request materials not held by the library through interlibrary loan.
- SDSU students have on-line access to research databases such as Web of Science, EBSCOhost MegaFILE, and JSTOR.

Students will have access to technical support provided by SDSU’s Information Technology Services or onsite University Center Help Desk services.

Other student services such as disability services accommodations will be available to students upon request.

7. **Is this program accredited by a specialized accrediting body? If so, address any program accreditation issues and costs related to offering the program at the new site(s).**

No.

8. **Does the university request any exceptions to Board policy for delivery at the new site(s)? Explain requests for exceptions to Board policy.**

No.

9. **Cost, Budget, and Resources related to new courses at the site: Explain the amount and source(s) of any one-time and continuing investments in personnel, professional development, release time, time redirected from other assignments, instructional technology & software, other operations and maintenance, facilities, etc., needed to implement the proposed minor. Complete Appendix B – Budget using the system form.**

<table>
<thead>
<tr>
<th>Certificate in Geographic Information Sciences</th>
<th>Credit hours currently available from this university at UC-SF</th>
<th>Credit hours currently available from other universities available at UC-SF</th>
<th>Credit hours currently available via online delivery</th>
<th>Credit hours new to this university</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required Coursework</td>
<td>6</td>
<td>0</td>
<td>0</td>
<td>6</td>
</tr>
<tr>
<td>Technical Electives</td>
<td>6</td>
<td>0</td>
<td>0</td>
<td>6</td>
</tr>
</tbody>
</table>

*Total, Requirements of the Certificate* 12

*If the major will be available in more than one degree (e.g., BA, BS, BS Ed) at the new site(s) and the number or distribution of credits will vary with the degree, provide a separate table for each degree.
The Department of Geography is not requesting additional faculty or equipment to offer the certificate in Geographic Information Sciences. The program will be funded by off-campus tuition revenue. No additional resources are needed. Any addition of courses to meet growth will be met by off-campus tuition. It is anticipated that additional revenue will result from more students completing the online courses and may average $30,000 per year once the program is established.
Appendix A
Geographic Information Sciences Certificate

Requirements for the Geographic Information Sciences Certificate: 12 Credits

Required Courses

- GEOG 372-372L - Introduction to GIS and Lab (COM) Credits: 3 *
- GEOG 383-383L - Cartography and Lab Credits: 3 *
  or GEOG 483-483L - Aerial Remote Sensing and Lab Credits: 3

Technical Electives

Select six credits from GIS Technical Electives or Remote Sensing/Cartography Technical Electives.

GIS Technical Electives

Select two from the following. Credits: 6

- GEOG 473-473L - GIS: Data Creation and Integration and Lab Credits: 3 *
- GEOG 474-474L - GIS: Vector and Raster Modeling and Lab Credits: 3 *
- GEOG 475-475L - GIS Applications and Lab Credits: 3 *

Remote Sensing/Cartography Technical Electives

Select two from the following. Credits: 6

- GEOG 384-384L - Advanced Cartography and Lab Credits: 3
- GEOG 484-484L - Remote Sensing and Lab Credits: 3
- GEOG 485-485L - Quantitative Remote Sensing and Lab Credits: 3

*Courses offered online by SDSU.

Academic Requirements

Students must earn at least a "C" in each course used to meet the certificate requirements.
SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 3 – J (2)
DATE: December 4-6, 2018

SUBJECT
New Site Request: SDSU Minor in Geographic Information Sciences

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 2:23 – Program and Curriculum Approval
BOR Policy 2:12 – Distance Education

BACKGROUND / DISCUSSION
South Dakota State University (SDSU) requests authorization to offer the Geographic Information Sciences (GISc) minor through online delivery. This request responds to growing market demands in the geospatial technology industry. The minor prepares students to utilize geographic applications and technologies to meet societal challenges. SDSU’s College of Arts, Humanities and Social Sciences requires a majority of their students to complete a minor as a part of their program; the addition of the GISc minor will provide greater opportunities to meet this requirement for students completing online majors at SDSU. SDSU is simultaneously requesting authorization to offer their GISc undergraduate certificate online.

IMPACT AND RECOMMENDATION
SDSU currently has 13 undergraduate minors available online; no institutions currently offer an online GISc minor. SDSU does not request any new resources. SDSU anticipates graduating an additional 12 students per year with the minor after implementation of the online program.

Board office staff recommends approval.

ATTACHMENTS
Attachment I – New Site Request Form: SDSU – Minor in Geographic Information Sciences (Online)

DRAFT MOTION 20181204_3-J(2):
I move to authorize SDSU to offer the minor in Geographic Information Sciences online.
UNIVERSITY: SDSU
DEGREE(S) AND PROGRAM: Geographic Information Sciences Minor
NEW SITE(S): Online
INTENDED DATE OF IMPLEMENTATION: 2019-2020 Academic Year
CIP CODE: 45.0702
UNIVERSITY DEPARTMENT: Geography
UNIVERSITY DIVISION: College of Natural Sciences

University Approval
To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

President of the University __________________________ 10/17/2018 Date

1. What is the need for offering the program at the new physical site or through distance delivery?

South Dakota State University (SDSU) requests authorization to offer the existing minor in Geographic Information Sciences (GISc) online. This request is in response to students’ needs, market demands, and an ever-changing society. The minor in Geographic Information Sciences prepares students to utilize their knowledge of geographic applications, and various geospatial technologies to meet the challenges of today’s society. The minor includes the necessary courses to prepare graduates to function in fields which utilize geographic information science content and skills.

Projections from government agencies and market research firms indicate considerable growth of the geospatial technology industry as well as growth in GIS-related employment sectors and fields. The U.S. Department of Labor Employment and Training Administration (DOLETA), for example, cites an annual growth rate of approximately 35 percent for the geospatial technology industry, with reliable public sector revenue accounting for approximately one third

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1 If the request is for a new physical location, include an address for the location. Delivery methods are defined in AAC Guideline 5.5.
of the industry's total annual receipts. Likewise, P&S Market Research estimates a compound annual growth rate of 10.1 percent from 2017 to 2023 for the global GIS market.

A particular highlight is the field of cartography and photogrammetry. According to the U.S. Department of Labor's Bureau of Labor Statistics (BLS), the field of cartography and photogrammetry is expected to grow much faster than average at 19% or by 2,400 jobs between 2016 and 2026. With a median salary over $62,750, employment in jobs related to cartography and photogrammetry are excellent opportunities for recent university graduates who have GIS experience and specialization.

In the last five years, many state agencies have incorporated geospatial technologies and have created new positions for GISc analysts, technicians, programmers and managers. Some South Dakota agencies that employ persons with GISc training include the Department of Game, Fish and Parks, Department of Transportation, Department of Environment and Natural Resources, and Department of Public Safety to name a few. In addition, Native American tribal governments, city planning departments, and regional planning agencies have created new positions for GISc specialists. Increasingly, there is a demand for GISc professionals in private industry within South Dakota. Surveying and engineering firms throughout the state routinely hire GISc professionals. EROS Data Center employs persons with remote sensing skills. A minor in Geographic Information Sciences will provide advanced training for individuals working in public and private industries throughout the state of South Dakota, the region and the United States. The South Dakota Department of Labor & Regulation and Bureau of Labor Statistics (BLS) predict employment growth in many of the anticipated occupations.

Delivery of the online minor in Geographic Information Sciences will support SDSU’s Imagine 2023 strategic plan. The request supports the goal to “attain academic excellence” (Goal: Achieve Excellence Through Transformative Education). Specifically, it will:

1b. Develop and grow high-quality and distinct academic programs designed to meet the needs of diverse students and market demands;

1c. Increase programs offered which use a diversity of delivery methods, times, (or scheduling) and locations.

The College of Arts, Humanities and Social Sciences requires a majority of their students to complete a minor as a part of their program. The addition of online minors will support the growing number of programs available to students through online delivery. SDSU will not require additional resources.

2. Are any other Regental universities authorized to offer a similar program at the proposed site(s) or through distance delivery? If “yes,” identify the institutions and programs and explain why authorization is requested.

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5 South Dakota Department of Labor and Regulations, Employment Projections by Occupation, on the internet at: https://www.southdakotaworks.org (visited February 2, 2018).
7 https://www.sdstate.edu/imagine-2023-aspire-discover-achieve
No. Along with SDSU, Northern State University is currently authorized to offer a Geographic Information Sciences minor and certificate. South Dakota School of Mines and Technology is authorized to offer a minor and certificate in Geospatial Technology. They are not authorized to offer their programs online.

3. Are students enrolling in the program expected to be new to the university or redirected from other existing programs at the university? Complete the table below and explain the methodology used in developing the estimates.

Students will either be new to the university or current SDSU students who want to complete the minor online. The online minor is expected to attract eight to twelve new students per year. Students and professionals like the flexibility of online programs that allow them to continue to live and work anywhere. It is not expected that the online minor will have much impact on the enrollments in face-to-face, on-campus courses. Students are already enrolling in the available courses. Over the past five years, five students received the GISc minor.

<table>
<thead>
<tr>
<th>Fiscal Years*</th>
<th>1&lt;sup&gt;st&lt;/sup&gt;</th>
<th>2&lt;sup&gt;nd&lt;/sup&gt;</th>
<th>3&lt;sup&gt;rd&lt;/sup&gt;</th>
<th>4&lt;sup&gt;th&lt;/sup&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Students new to the university</td>
<td>FY 20</td>
<td>FY 21</td>
<td>FY 22</td>
<td>FY 23</td>
</tr>
<tr>
<td>Students from other university programs</td>
<td>8</td>
<td>8</td>
<td>10</td>
<td>12</td>
</tr>
<tr>
<td>=Total students in the program at the site</td>
<td>10</td>
<td>16</td>
<td>23</td>
<td>28</td>
</tr>
<tr>
<td>Program credit hours (major courses)**</td>
<td>48</td>
<td>96</td>
<td>138</td>
<td>168</td>
</tr>
<tr>
<td>Graduates</td>
<td>0</td>
<td>3</td>
<td>7</td>
<td>12</td>
</tr>
</tbody>
</table>

*Do not include current fiscal year.

**This is the total number of credit hours generated by students in the program in the required or elective program courses. Use the same numbers in Appendix B – Budget.

4. What is the perceived impact of this request on existing programs in the Regental system?

Delivering the Geographic Information Sciences minor online is not expected to negatively impact enrollment in SDSU’s face-to-face, on-campus courses or enrollment in other regental institutions.

5. Complete the table and explain any special circumstances. Attach a copy of the program as it appears in the current catalog. If there are corresponding program modifications requested, please attach the associated form. Explain the delivery of the new courses and attach any associated new course request forms.

The curriculum for the Geographic Information Sciences Minor is provided in Appendix A. Students are currently registering for the courses that are delivered online. The Department offers online sections of GEOG 372-372L, GEOG 383-383L, GEOG 473-473L, GEOG 474-474L, GEOG 475-475L, and PLAN 471. As a part of ongoing development, GEOG 415 will have sections offered online during the next academic year.
South Dakota State University
New Site Request: Geographic Information Sciences Minor – Online

<table>
<thead>
<tr>
<th>Minor in Geographical Information Sciences</th>
<th>Credit hours currently available from this university online</th>
<th>Credit hours currently available from other universities available online</th>
<th>Credit hours new to this university</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minor Requirements</td>
<td>18</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>Total, Degree with Proposed Major</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*If the major will be available in more than one degree (e.g., BA, BS, BS Ed) at the new site(s) and the number or distribution of credits will vary with the degree, provide a separate table for each degree.

6. **How will the university provide student services comparable to those available for students on the main campus?**

The student’s academic advisor will be available to assist them in pursuing the minor. Students are referred to the department head or a minor coordinator if one exists for questions regarding minors. A student services facilitator is housed in Continuing and Distance Education and is available to assist students in connecting to necessary resources on-campus and online or to assist with general questions regarding online courses.

Library support services will be available to students through a variety of means:

- Students can contact librarians for research assistance. The librarian provides on-line research guides and is available for consultations with faculty and students.
- Distance Library Services include book and article delivery for materials owned by the library. Students may request materials not held by the library through interlibrary loan.
- SDSU students have on-line access to research databases such as Web of Science, EBSCOhost MegaFILE, and JSTOR.

Other student services such as disability services accommodations will be available to students upon request.

7. **Is this program accredited by a specialized accrediting body? If so, address any program accreditation issues and costs related to offering the program at the new site(s).**

None

8. **Does the university request any exceptions to Board policy for delivery at the new site(s)? Explain requests for exceptions to Board policy.**

None

9. **Cost, Budget, and Resources related to new courses at the site: Explain the amount and source(s) of any one-time and continuing investments in personnel, professional development, release time, time redirected from other assignments, instructional technology & software, other operations and maintenance, facilities, etc., needed to implement the proposed minor. Complete Appendix B – Budget using the system form.**

The Department of Geography is not requesting additional faculty or equipment to offer the online minor in Geographic Information Sciences. The program will be funded by off-campus tuition revenue generated from online tuition. No additional resources are needed. Any addition of courses to meet growth will be met by off-campus tuition. It is anticipated that
additional revenue will result from more students completing the online courses and may average $30,000 per year once the online minor is established.
Appendix A

Geographic Information Sciences Minor

Requirements for Geographic Information Sciences Minor: 18 Credits

Core Requirements

Select four from the following courses. Credits: 12

- GEOG 372-372L - Introduction to GIS and Lab Credits: 3*
- GEOG 473-473L - GIS: Data Creation and Integration and Lab Credits: 3 *
- GEOG 474-474L - GIS: Vector and Raster Modeling and Lab Credits: 3 *
- GEOG 475-475L - GIS Applications and Lab Credits: 3 *
- GEOG 483-483L - Aerial Remote Sensing and Lab Credits: 3
- GEOG 484-484L - Remote Sensing and Lab Credits: 3

Electives

Select two of the following courses. Credits: 6

- GEOG 365 - Land Use and Planning Credits: 3
- GEOG 383-383L - Cartography and Lab Credits: 3 *
- GEOG 384-384L - Advanced Cartography and Lab Credits: 3
- GEOG 415 - Environmental Geography and Sustainability Credits: 3
- GEOG 485-485L - Quantitative Remote Sensing and Lab Credits: 3
- CSC 300 - Data Structures Credits: 3
- CEE 225 - Principles of Environmental Science and Engineering Credits: 3
- LA 342 - City Planning Credits: 3
- PLAN 471 - Principles of State, Regional and Community Planning Credits: 3 *
- RANG 321 - Wildland Ecosystems Credits: 3

*Courses offered online by SDSU.

Academic Requirements

Students must earn at least a “C” in each course used to meet the minor requirements.
SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 3 – K (1)
DATE: December 4-6, 2018

SUBJECT
Digital Forensics Center Joint Powers Agreement – DSU & AG’s Office

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 5:3 – Agreements and Contracts

BACKGROUND / DISCUSSION
Dakota State University (DSU) desires to enter into an agreement with the South Dakota Attorney General’s Office (AG’s Office) to put in place the infrastructure necessary to create a Digital Forensics Center at DSU. The Joint Powers Agreement (JPA) will commence upon signing and run through September 30, 2021. The AG’s Office will provide DSU with $250,000 a year, for three years, to establish and maintain the DSU Digital Forensics Center as set forth in Attachment I, and to provide the services and reports contained in Exhibit I to Attachment I.

BOR Policy 5:3 (“Contracts Requiring Board Action…D. Joint powers agreements”), requires Board approval of Joint Powers Agreements (JPA). As such, Board approval of the JPA set forth in Attachment I is necessary.

IMPACT AND RECOMMENDATION
The attached JPA will allow DSU to receive $750,000 over a three year period to establish and maintain the DSU Digital Forensics Center as set forth in Attachment I, and to provide the services and support associated therewith.

Staff recommends approval.

ATTACHMENTS
Attachment I – Digital Forensics Center JPA

DRAFT MOTION 20181204_3-K(1):
I move to approve the Joint Powers Agreement set forth in Attachment I.

3887
JOINT POWERS AGREEMENT
BETWEEN
SOUTH DAKOTA OFFICE OF ATTORNEY GENERAL
AND
DAKOTA STATE UNIVERSITY

THIS AGREEMENT is entered by and among the South Dakota Office of Attorney General 1302 E Hwy 14 Ste 3, Pierre SD, 57501 (hereinafter identified as AGO) and Dakota State University, 820 N Washington Ave. Madison, SD 57042 (hereinafter identified as DSU).

WHEREAS, cyber-enabled crime, data breaches, identity theft and cyber-attacks have become a serious problem for businesses, individuals and government entities in South Dakota and are expected to increase significantly in the years ahead;

WHEREAS, the FBI’s IC3 report shows annual financial losses from cybercrime activities in 2016 for South Dakota victims were approximately $1 million. This is thought to represent only a small portion of actual losses;

WHEREAS, AGO has recognized a need for additional digital forensics education, training and services for law enforcement officers and agencies throughout South Dakota;

WHEREAS, the AGO Division of Consumer Protection has recognized a need for increased access to cybercrime technical services in order to provide information and assistance to consumers in South Dakota;

WHEREAS, DSU’ and its faculty are recognized for excellence in digital forensics and cyber security education and research by the United States National Security Agency (“NSA”) and the United States Department of Homeland Security (“DHS”). In addition, its faculty includes experts in network protection, threat detection and mitigation and reverse engineering. DSU currently holds four Centers of Academic Excellence designations from the NSA and DHS and offers cybersecurity education programs at the Certificate, Associate, Baccalaureate, Master’s and PhD levels.

WHEREAS, DSU intends to increase its digital forensics training, education and service capacity through the creation of a Digital Forensics Center on the campus of DSU in Madison, South Dakota;

WHEREAS, AGO and DSU desire to collaborate to put in place, at DSU, the staff and infrastructure necessary to create a digital forensics center in South Dakota to provide information and services to the Division of Consumer Protection and to law enforcement agencies within South Dakota;
NOW THEREFORE, in consideration of the covenants and agreements contained herein, and the joint and mutual benefits and responsibilities flowing to each party as outlined in this Agreement, the parties agree as follows:

1. AUTHORITY: The parties enter into this AGREEMENT pursuant to the following authority:
   (a) AGO pursuant to the provisions in SDCL ch. 1-11, 1-24 and 37-23; and,
   (b) DSU pursuant to the provisions in SDCL ch. 1-24 and authorization of the South Dakota Board of Regents.

2. PURPOSE OF AGREEMENT: The purpose of this Agreement is for AGO and DSU to cooperate to establish and maintain a digital forensics center to provide digital forensics and cyber security training and services.
   (a) In consideration of DSU’s observance and performance of the covenants, terms and conditions set forth herein, the AGO Division of Consumer Protection agrees to provide DSU with a $250,000 grant, each year, for three years to establish and maintain the DSU Digital Forensics Center. This grant will be paid quarterly starting October 1, 2018. In the event this agreement is terminated at a time other than the end of a quarter, DSU will refund a pro-rata amount for any month of service that has not yet started.
   (b) In consideration of the grant from the AGO Division of Consumer Protection and observance of the covenants, terms and conditions set forth herein, DSU agrees to establish the Digital Forensics Center and to provide the services and reports outlined in Exhibit 1.
   (c) This Agreement is not meant and shall not be construed to limit any existing or additional cooperative efforts between the parties. Except as expressly provided herein, nothing in this Agreement is intended to affect the respective rights, duties, and responsibilities of AGO or DSU.
   (d) It is understood by AGO that DSU will seek to enhance and expand its services and capacity by working with other governmental agencies at the local, regional and Federal level.
   (e) It is understood by both parties to this agreement that the Digital Forensics Center is a new service in South Dakota and therefore it would be difficult to estimate the demand for services provided under this Agreement. Therefore, the Director of the Center and the Director of the Division of Consumer Protection agree to meet
quarterly to evaluate the volume and type of services needed and the ability of the Center to meet the demand.

3. PERIOD OF PERFORMANCE: The term of this Agreement shall be 3 years and will commence on October 1, 2018 and conclude on September 30th, 2021 unless extended by agreement of the parties.

4. TERMINATION: This Agreement can be terminated by DSU or AGO for any reason by providing 30 days prior written notice to the other party or upon agreement of the parties. In addition, AGO can terminate this Agreement immediately upon violation of the confidentiality provision in paragraph 7. The obligations of DSU under the confidentiality and records retention provisions set forth in paragraphs 7 and 8 below shall survive termination or expiration of the Agreement between the parties.

5. FUNDING: Notwithstanding any other provision, the performance by AGO of its obligations under this Agreement depends upon the receipt by AGO of both funds and expenditure authority. This Agreement will be terminated if AGO Division of Consumer Protection funds become unavailable or if the AGO does not have expenditure authority for the funds. AGO will provide DSU with written notice of the unavailability of funds or expenditure authority and the effective date of the termination of the Agreement. Termination under this provision does not constitute a default or give rise to any claim against AGO.

6. ASSIGNMENT AND SUBCONTRACTING: This Agreement, or any part thereof, or benefits to be received hereunder, shall not be assigned, transferred or otherwise disposed of to any person, firm, corporation or other entity. DSU may not use subcontractors to perform the services described herein.

7. CONFIDENTIALITY PROVISION: For purposes of this paragraph, “AGO Confidential Information” shall include all information disclosed to DSU by AGO, including any division or program of AGO, to the extent that such disclosure was for purposes of this Agreement. AGO Confidential Information shall not include information that (i) was in the public domain at the time it was disclosed to DSU; (ii) was known to DSU without restriction at the time of disclosure by AGO; (iii) was independently developed by DSU without the benefit or influence of AGO’s information; or (iv) becomes known to DSU without restriction from a source not connected to AGO.

(a) DSU acknowledges AGO’s need to keep confidential information it maintains, that is subject to various confidentiality statutes and legal privileges held by AGO as well as by other agencies, state agency clients, in-state and out-of-state government entities, and third parties.
(b) Unless specifically authorized under this Agreement, DSU shall not disclose any AGO Confidential Information to any third person or entity for any reason without the express written permission of an AGO officer or employee with authority to authorize the disclosure. DSU shall not make use of AGO Confidential Information except to exercise rights and perform obligations under this Agreement. DSU agrees to immediately notify AGO of any request for, or demands for release of, any AGO Confidential Information, or of any unauthorized release or disclosure of AGO Confidential Information, whether such release or disclosure was intentional or inadvertent.

(c) DSU acknowledges and agrees that DSU is held to the same standard of care in guarding AGO Confidential Information as AGO applies to AGO’s own confidential or proprietary information and materials of a similar nature, and no less than holding AGO Confidential Information in the strictest confidence. DSU shall protect the confidentiality of AGO Confidential Information from the time of receipt to the time that such information is either returned to AGO or destroyed to the extent that it cannot be recalled or reproduced.

(d) DSU agrees to return all AGO Confidential Information to AGO’s custody upon the end of the term of this agreement, unless otherwise agreed in a writing signed by both parties.

(e) DSU acknowledges and agrees that AGO Confidential Information may include personal and/or identifying information regarding a “person”. In addition to any notice or disclosure required pursuant to SDCL 22-40-20, DSU shall notify the Director of Consumer Protection of the AGO of any “breach of system security”, as defined in SDCL 22-40-19. Such notice shall be given by email delivered to consumerhelp@state.sd.us not more than two (2) business days following the discovery by or notification to DSU of the breach. As used herein, “person” is as defined in SDCL 22-1-2.

(f) DSU will enforce the terms of this Confidentiality Provision to its fullest extent possible. DSU shall not make AGO Confidential Information available to any of its employees, officers, or agents except those who have agreed to obligations of confidentiality at least as strict as those set out in this Agreement and who have a need to know such information. DSU further agrees to remove any employee or agent from performing work under this Agreement that has or is suspected to have violated the terms of this Confidentiality Provision.

(g) Neither this Confidentiality Provision, nor any part thereof, shall establish any privacy rights to, for or on the part of, any employee of DSU or of AGO or waive any remedies against any such person for illegal, improper, or unauthorized use of AGO Confidential Information.
(h) Upon request by AGO, DSU shall securely dispose of all AGO Confidential Information in all of its forms, such as disk, CD/DVD, backup tape and paper. Such information shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods. Certificates of destruction shall be provided to AGO.

(i) DSU will implement, maintain and update security incident and data breach procedures that comply with all State and Federal requirements, including but not limited to, the Information Technology Security Policy established by the State of South Dakota, Bureau of Information and Telecommunications (the "ITSP"). DSU officers, employees, agents, and subcontractors who may have access to any AGO Confidential Information will complete a background check as required by the ITSP, the findings for which will be provided to both DSU and the AGO Division of Consumer Protection. AGO reserves the right to prohibit access to AGO Confidential Information by any person based upon the results of the background check. Additionally, DSU shall immediately notify AGO in the event that any individual is arrested for or charged with a crime during the term of this Agreement which is punishable as a felony, or which involves theft, deceit or dishonesty.

8. RETENTION OF RECORDS: DSU agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program. At a minimum, DSU shall retain such records for not less than five (5) years after termination or expiration of this Agreement. If any litigation, claim, or audit is started before the expiration of the five-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The five-year retention period may be extended upon written notice by AGO.

9. ACCESS TO RECORDS: DSU acknowledges that records related to the provision of digital forensics and analysis services of case information and data under this Agreement may be subject to discovery in civil or criminal proceedings. DSU agrees to allow AGO, through any authorized representative, access to and the right to examine and copy such records for purposes of responding to requests for discovery.

10. WORK PRODUCT: The parties agree that the documents and reports created by DSU in performance of the services in Exhibit 1, including, without limitation, the technical briefs, training materials, protocols and related materials, may be used, disclosed and distributed by either party without limitation provided that any such documents will not be copyrighted without written approval of AGO. Nothing in this Paragraph is intended to supersede the prohibition on the disclosure of Confidential Information as set forth in Paragraph 7 herein.
11. REPORTING: DSU agrees to report to AGO any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject DSU or AGO to liability. DSU shall report any such event to AGO immediately upon discovery. DSU’s obligation under this section shall only be to report the occurrence of any event to AGO and to make any other report provided for by their duties or applicable law. DSU’s obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications).

12. AMENDMENTS: This Agreement may not be modified or amended except in writing, which writing shall be expressly identified as part of this Agreement.

13. ADMINISTRATION OF AGREEMENT: The Parties declare that no specific entity as contemplated in SDCL 1-24-4(2) is being created to implement this Agreement, and that the cooperative undertaking herein described shall be administered by DSU, through its Vice President of Research and Economic Development, and AGO, through the Division of Consumer Protection, or authorized designees as contemplated in SDCL 1-24-5.

14. NOTICE: All notices or other communication required under this Agreement shall be in writing and sent to the addresses set forth above. Notices shall be given by the Vice President of Research and Economic Development on behalf of DSU and to the Director of Consumer Protection on behalf of AGO, or such authorized designees as a party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail or, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

15. SEVERABILITY: If any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision herein.

16. SUPERCESSION: All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

17. THIRD PARTY RIGHTS: This Agreement is intended to only govern the rights and interest of the parties named herein. It is not intended to, does not and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any third party in any matters, civil or criminal.
18. FILING REQUIREMENTS: The parties acknowledge that a true and correct copy of this Agreement will be filed with the Office of Attorney General and the Legislative Research Council within 14 days of its final execution pursuant to SDCL 1-24-6.1.

19. AUTHORIZED SIGNATURES: By the signature of their representative below, DSU and AGO certify that approval of this has been obtained by that governmental body's officer pursuant to SDCL 1-24-3 and 1-24-6 and that each representative is authorized to sign on the party's behalf.

State of South Dakota  
Office of the Attorney General

BY: __________________________

MARTY JACKLEY

ATTORNEY GENERAL

Dakota State University

BY: __________________________

Name: _________________________

Title: __________________________
SERVICES

- Provide digital forensics call center access for law enforcement and the Division of Consumer Protection referrals.
- Provide a Cybercrime Technical Brief for the Division of Consumer Protection and law enforcement statewide. The brief will include higher level data and trends useable for law enforcement and will not be disclosed to the public. The brief will be produced monthly, due by the 7th of each month.
- Provide the Division of Consumer Protection a version of the monthly Cybercrime Technical Brief suitable for media outlets and consumers.
- Provide the Division of Consumer Protection 2 digital forensics onsite training programs annually. The topic, date and location of the training will be mutually agreed upon by the parties.
- Provide digital forensics training sessions for law enforcement organizations at various locations. 2 such training sessions will be provided during the first year of the Agreement, 3 during the second year and 4 during the third year. The date and locations of the training will be mutually agreed upon by the parties. The topics of the trainings shall include, without limitation:
  - Digital Extraction Training for all law enforcement
  - Computing and Technology Essentials
  - Introduction to Cyber Security
- Provide education and awareness presentations in various public and private forums
- Subject to the approval by AGO, develop a protocol for the provision of digital forensics and analysis services of case information and data.
- Using the approved protocol and upon request of the AGO Division of Consumer Protection or the Division of Criminal Investigation, conduct digital forensic and analysis services for South Dakota state and local law enforcement agencies
- Expert witness testimony

PERFORMANCE REPORTS

- DSU shall provide the AGO Division of Consumer Protection with quarterly performance reports which shall include, without limitation:
  - Summary of overall progress in establishing and maintaining the Digital Forensics Center
  - Status of various performance measures that reflect such progress including without limitation:
    - The number of calls received by type of caller
    - The number and type of education and awareness presentations provided
    - Other outreach efforts conducted
    - The number of referrals received for digital forensic and analysis services
• The number of digital forensics/analysis cases completed including quantity of data and type of device

STAFF SKILLS
In providing the foregoing services, the Digital Forensics Center shall be staffed by trained and certified professionals including the following:
  • GIAC Certified Forensic Examiner (GCFE)
  • Computer Hacking Forensic Investigator (CHFI)
  • Access Certified Examiner (ACE)
DRAFT MOTION
20181204_3-K(2):

I move to approve the Joint Powers Agreement set forth in Attachment I.
IMPACT AND RECOMMENDATION
The attached JPA will allow SDSU to continue to receive funding from DOT to jointly operate the SDLTAP.

Staff recommends approval.

ATTACHMENTS
Attachment I – Joint Powers Agreement
JOINT POWERS AGREEMENT FOR A RESEARCH STUDY
FINANCED WITH FEDERAL FUNDS
COST REIMBURSEMENT CONTRACT

Agreement Number ___________

This Agreement is made by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as “State”, and the South Dakota Board of Regents, acting through South Dakota State University, of Brookings, South Dakota, referred to in this Agreement as “Contractor.”

This Agreement is made by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as “State”, and South Dakota State University, of Brookings, South Dakota, referred to in this Agreement as “Contractor.”

BACKGROUND:
1. State has indicated the need for work described in this Agreement;
2. Contractor has personnel able to perform the work; and
3. State wants Contractor to perform the work.

The parties agree Contractor will perform the work in accordance with the following:

Joint Powers

This Agreement does not establish a separate legal entity, as contemplated by SDCL 1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by Contractor and State. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. No real property will be purchased for use for this Agreement.

Project Identity

For purposes of identification, this work will be identified by Project Number HR0018 and the Agreement Number as assigned by State and listed above. All invoices, reports, and correspondence submitted to State in connection with this Agreement will be identified accordingly. All matters relating to this Agreement will be processed through State’s Project Manager.

Scope of Work

The parties agree to operate the South Dakota Local Transportation Assistance Program (SDLTAP), the mission of which is to disseminate technical materials, information, and training relative to highways and transportation in general to local government.

Contractor will perform those tasks delineated in Contractor’s proposal entitled “2019 SDLTAP Work Plan,” which is attached to this Agreement and incorporated by reference as Exhibit A.

Organization

SDLTAP will be operated jointly by Contractor and State.

Any officer, employee, or agent deployed in joint action under this Agreement will remain an employee with his or her agency during participation in joint action under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees...
are deployed in joint action under this Agreement, including, but not limited to, responsibility for regular and overtime wages and salaries, unemployment benefits, workers’ compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

State will contribute training and technical advice as defined in this Agreement. State will provide an in-house contact person whose responsibility will be to coordinate all State efforts in management of SDLTAP. State will provide office space for two (2) SDLTAP staff members who will provide technical assistance in central South Dakota. All State contributions addressed in this paragraph will constitute matching contributions necessary for the total funding of SDLTAP.

Contractor will physically house SDLTAP. Contractor will employ the director of SDLTAP and staff for technology transfer coordination. Contractor will provide all necessary secretarial and information specialist assistance for the operation of SDLTAP. Contractor’s other faculty and staff may contribute time in the preparation and participation in training and other SDLTAP activities.

An advisory board comprising local government representatives will advise SDLTAP. The advisory board will consist of thirteen (13) members appointed by the following organizations:

- South Dakota Department of Transportation (2)
- South Dakota Municipal League (1)
- American Public Works Association, South Dakota Chapter (1)
- South Dakota Association of County Commissioners (1)
- South Dakota Association of County Highway Superintendents (3)
- South Dakota Engineering Society (1)
- Great Plains Tribal Chairman’s Association (1)
- Federal Highway Administration, South Dakota Division (1)
- South Dakota Association of Towns and Townships (1)
- Associated General Contractors of South Dakota, Inc. (1)

The parties agree that a representative of State will serve as chairperson of the advisory board.

**Period of Performance**

Contractor will perform the required work during the period beginning on January 1, 2019, and ending April 30, 2020, unless all parties to this Agreement agree in writing to a time extension.

**Agreement Price**

Contractor will accept and State will reimburse, as full compensation for all services rendered, materials, and supplies furnished under this Agreement, the actual costs incurred by Contractor in an amount up to, but not exceeding, Five Hundred Thousand One Hundred Ninety-eight Dollars ($500,198.00), as specified in the budget in the attached Exhibit A.

The parties agree that costs of SDLTAP paid by the Federal Highway Administration Local Technical Assistance Program under this Agreement will not exceed One Hundred Fifty Thousand Dollars ($150,000.00). This amount will be matched by at least an equal amount of local and state funds. Any funds not obligated by SDLTAP at the end of the period of performance will be withdrawn.
The parties agree that costs of SDLTAP paid by the State Local Road and Bridge Fund under this Agreement will not exceed Three Hundred Thirty-six Thousand Nine Hundred Ninety-nine Dollars ($336,999.00). This amount will be used to match federal funds. State will withdraw any funds not obligated by SDLTAP at the end of the period of performance.

Contractor will contribute Fifteen Thousand One Hundred Eighty-nine Dollars ($15,189.00).

State will fund all of State’s involvement in SDLTAP, including salaries, benefits, indirect costs, and expenses, to a level of approximately Ten Thousand Seven Hundred Eighty-five Dollars ($10,785.00).

Changes in Scope

Contractor agrees changes in objectives and scope of the work which have significant bearing on the work must have State’s written approval prior to proceeding. Contractor must submit to State requests for increases in time or funding before extra work is started and at least thirty (30) days prior to termination of this Agreement. Any increase in time or funding requires State’s approval and the execution of a supplemental Agreement before any extra work is started.

Subcontracting

Contractor will perform all work except specialized services. Specialized services are considered to be those items not ordinarily furnished by Contractor which must be obtained for proper execution of this Agreement. Contractor will not assign, sublet, or transfer this Agreement or any interest under this Agreement unless State grants written permission to do so. Contractor will itemize any subcontracts anticipated at the time of proposal in Exhibit A to this Agreement. This does not, however, prohibit the subcontracting of work during the course of the execution of this Agreement provided Contractor obtains State’s prior approval.

Costs of subcontracted work incurred prior to execution of the corresponding subcontract will not be eligible for reimbursement.

Each subcontract must contain all of the provisions of this Agreement.

Prompt Payment

Contractor will pay subcontractors or suppliers within fifteen (15) days of receiving payment for work that is submitted for progress payment by State. If Contractor withholds payment beyond this time period, Contractor will submit written justification to State, upon request. If it is determined that a subcontractor or supplier has not received payment due without just cause, State may withhold future estimated payments or may direct Contractor to make such payment to the subcontractor or supplier. Prompt payment will also include retainage monies due to the subcontractor if Contractor elects to utilize retainage on subcontract work. The maximum amount permitted for retainage for any subcontract will be 10%. Retainage will be released within fifteen (15) days of satisfactory completion of the work.

Reports

Contractor will prepare a center assessment report and a program assessment report as required by the Federal Highway Administration’s Local Technical Assistance Program and submit it to State for review and comment prior to submission to the Federal Highway Administration.

Payment

State will pay Contractor monthly, based on itemized invoices detailed to show the elements of direct costs incurred, the various additives added to the payroll, and the overhead charges. The itemized invoices will also show all elements of costs paid from funding sources other than State.
Contractor will submit invoices for services rendered and for actual reimbursable expenses incurred during the billing period to the South Dakota Department of Transportation, Office of Research, 700 East Broadway Avenue, Pierre, SD 57501-2586 in triplicate within forty-five (45) days following the end of the billing period. The invoices and supplements thereto will contain any details that may be required for proper audit. Contractor will not submit billings for costs not permitted under South Dakota statutes or regulations. No payment will be due Contractor until the account has been reviewed and approved by State.

State will make final payment to Contractor for work accomplished under this Agreement upon acceptance by State. Allowable final costs will be determined in accordance with the provisions of OMB 2 CFR Part 200.

Costs incurred prior to the date this Agreement has been signed by all parties are not eligible for payment.

**Funding**

The parties understand and agree that funding for this Agreement is dependent upon continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, State may terminate this Agreement. Termination for any of these reasons is not a default by State nor does it give rise to a claim against State.

**Records**

Contractor will maintain a cost accounting system capable of segregating and allocating costs incurred in connection with this Agreement.

All project charges will be subject to audit in accordance with current State procedures and United States Office of Management and Budget (OMB) 2 CFR Part 200 Subpart F. The CFDA Number for these funds is 20.205. Allowable costs will be determined in accordance with 2 CFR Part 200.

Upon reasonable notice, Contractor will allow State, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, and documents related to services rendered under this Agreement. Contractor will keep these records clearly identified and readily accessible for a period of three (3) years after the date of final payment under this Agreement is made and all other pending matters are closed.

All personnel employed by Contractor will maintain time records for time spent performing work described in this Agreement for a period of three (3) years after the date of final payment under this Agreement is made and all other pending matters are closed.

**Inspection of Work**

Contractor will, at any and all reasonable times, accord State proper Contractor facilities for review and inspection of the work under this Agreement. Contractor will allow State access to Contractor’s premises and to all books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to this Agreement.

**Publication**

State and the Federal Highway Administration reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, the work for government purposes.

Any party to this Agreement may initiate a request for publication of the final or interim reports, or any portions thereof. No party to this Agreement will publish or otherwise disclose, or permit to be disclosed or published, the results of the work herein contemplated, or any particulars thereof, during the period of
this Agreement, without notifying the other parties and securing their consent in writing. Academic theses may be published without written consent, if the publishing party provides the disclaimers contained in this Agreement. Any party may publish without restriction upon termination of this Agreement.

When the scheduled time for presentation of a paper by one party to this Agreement does not permit the formal review and approval of a complete report by another party, abstracts may be used for notification of intent to present a paper based on the work. Such presentations must protect the interests of each party by inclusion of a statement in the paper and in the presentation to the effect that the paper has not been reviewed by the other party or parties.

Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the work with small technical groups or lectures to employees or students. Lectures to other groups which describe the plans, but disclose neither data nor results, are permissible.

Any report published by Contractor will contain the following Disclaimer in the credit sheet:

The contents of this report, funded in part through grant(s) from the Federal Highway Administration, reflect the views of the authors who are responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the South Dakota Department of Transportation, the State Transportation Commission, or the Federal Highway Administration. This report does not constitute a standard, specification, or regulation.

If State and Contractor do not reach agreement relative to the publication of the final report, or any progress reports during the period of this Agreement, State reserves the right to publish independently, in which event the non-concurrence of Contractor will be set forth, if requested by Contractor.

If State does not elect to publish the final report, publication by Contractor will then be a matter of province of Contractor’s policy.

Publication by either party will give credit to the other party except: a) if the parties do not reach agreement on any report of the work, or b) if either of the parties requests that its credit acknowledgment be omitted.

**Ownership of Data**

The ownership of data collected under this Agreement, together with summaries and charts derived therefrom, will be vested jointly with State and Contractor.

**Proprietary and Patent Rights**

State and Contractor agree that if patentable discoveries or inventions should result from the work conducted under this Agreement, the provisions of Exhibit C, which is incorporated in this Agreement by reference, will apply.

**Nonexpendable Equipment**

Any item of equipment, including instrumentation or component parts, with an acquisition cost in excess of Five Thousand Dollars ($5,000.00) will be considered nonexpendable equipment.

If any item of nonexpendable equipment is required to conduct this work and is specified in Contractor’s proposal, no further approval is required from State. Any item of nonexpendable equipment not budgeted in Contractor’s proposal must have State’s prior written approval prior to purchase. Any item of nonexpendable equipment which is budgeted but not specifically identified in Contractor’s proposal must have State’s written approval prior to purchase.
Title to all nonexpendable equipment will rest with State. Ninety (90) days prior to the end of the period of performance, Contractor will supply to State an itemized list, including descriptions, purchase costs, and estimated salvage value, of all nonexpendable equipment purchased during the course of the work.

If, at the conclusion of the work, Contractor desires to acquire title to nonexpendable equipment from State, Contractor may ask State for title. If State elects to grant title, State will be allowed a credit from Contractor’s final payment equal to the then current salvage value as determined by mutual agreement between Contractor and State, subject to applicable surplus property laws.

Contractor certifies that no cost for using any item of nonexpendable equipment purchased for the work has been included in the indirect costs approved by State for this work.

**Rental of Space, Equipment, or Facilities**

The actual cost to Contractor of renting any additional space, special equipment, or facilities not owned by Contractor but required for the work and listed in Contractor’s proposal are approved by State, subject to a limitation of the period of performance of this Agreement.

State approves the items and classes of items, such as office equipment, typewriters, computers, files, tables, laboratory, or other items shown in Contractor’s proposal as the indirect costs of the work. Those costs are included in the Agreement price.

**Travel**

Contractor will charge no out-of-state travel costs against this Agreement without prior consultation with and written approval of State. For purposes of this Agreement, out-of-state travel is defined as travel to or from states other than Contractor’s location and the State of South Dakota. If no in-state travel is specifically called for in Contractor’s proposal but becomes necessary, said travel must have State’s prior approval.

**Americans With Disabilities Act**

Contractor will provide services in compliance with the Americans with Disabilities Act of 1990 and any amendments.

**Civil Rights**

Contractor will be bound by the requirements of Title VI of the Civil Rights Act of 1964, which is attached as Exhibit B and are made a part of this Agreement.

**Code of Conduct**

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of violation of this warranty, State will have the right to annul this Agreement without liability, or, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee and prosecute under applicable criminal law.

**Certification Regarding Lobbying**

Contractor certifies, to the best of Contractor’s knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on Contractor’s behalf, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress,
or an employee of a member of Congress in connection with the awarding of any federal contract, the
making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement,
and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or
cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to
any of the above-mentioned parties, Contractor will complete and submit Standard Form LLL, “Disclosure
Form to Report Lobbying,” in accordance with its instructions.

Contractor will require that the language of this certification be included in the award documents for all
subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative
agreements) and that all subrecipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction
was made or entered into. Submission of this certification is a prerequisite for making or entering into this
transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required
certification will be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00
for each such failure.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Contractor certifies, by signing this Agreement, that neither it nor its principals is presently debarred,
suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this
transaction by any federal department or agency.

Protection of Contracting Authority

Contractor and State agree that each will be solely responsible for any and all claims, actions, suits,
damages, or liability arising from the negligence of its officers, agents and employees in the performance
of this Agreement. Nothing in this Agreement will be construed as a waiver of either party’s sovereign
immunity or any other defenses allowed by law.

Reporting of Injury or Loss

Contractor will report to State any event encountered in the course of performance of this Agreement which
results in injury to any person or property, or which may otherwise subject Contractor, or State, its officers,
agents, or employees to liability. Contractor will report any such event to State immediately upon discovery.

Contractor’s obligation under this section will only be to report the occurrence of any event to State and to
make any other report provided for by Contractor’s duties or applicable law. Contractor’s obligation to
report will not require disclosure of any information subject to privilege or confidentiality under law (such
as attorney-client communications). Reporting to State under this section will not excuse or satisfy any
obligation of Contractor to report any event to law enforcement or other entities under the requirements of
any applicable law.

Termination of Agreement

This Agreement may be terminated upon thirty (30) days’ written notice by either party. If Contractor
breaches any of the terms or conditions of this Agreement, this Agreement may be terminated by State at
any time with or without notice.

If the Agreement is terminated by State without fault on the part of Contractor, Contractor will deliver to
State all work product completed to the date of termination. Such work product will be the property of State
and Contractor will be paid for work performed and delivered up to the date of termination. The value of
the work performed and services rendered and delivered, and the amount to be paid as actual costs will be
mutually satisfactory to State and to Contractor. Actual costs to be reimbursed will be determined by audit
of such costs to the date of termination except that actual costs to be reimbursed will not exceed the Agreement price.

If the services of Contractor are terminated by State for fault on the part of Contractor, the Agreement will be null and void, and State will be entitled to recover payments made to Contractor on the work which is the cause of the at-fault termination. Contractor will be paid only for work satisfactorily performed and delivered to State up to the date of termination. Any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to State due to Contractor’s default. After audit of Contractor’s actual costs to the date of termination and after determination by State of the amount of work satisfactorily performed and the additional costs incurred by State due to Contractor’s default, State will determine the amount to be paid to Contractor.

Upon termination, State may take over the work and may award another party an agreement to complete the work under this Agreement. If, after State terminates for a default by Contractor, it is determined that Contractor was not at fault, Contractor will be paid for eligible services rendered and expenses incurred up to the date of termination.

State reserves the right to suspend the Agreement at any time. Such suspension may be initiated by State giving Contractor written notice and will be effective as of the date established in the suspension notice. Payment for Contractor’s services will be made by State to the date of such suspension, in accordance with the above paragraphs.

**Severability**

If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.

**Supercession**

All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided in this Agreement, this Agreement constitutes the entire agreement with respect to its subject matter.

**Controlling Law**

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

**Disputes**

Prior to the filing of any suit or claim arising under this Agreement, the parties agree to discuss the matter in good faith to find a resolution to the matter. In the event such negotiation does not result in a settlement, the parties may file suit in an appropriate court of proper jurisdiction.

**Other Conditions**

None.

**Signatures**

By signature of their representatives below, each agency certifies that approval of this Agreement by ordinance, resolution, or other appropriate means has been obtained by that agency’s governing body or officer pursuant to SDCL §§ 1-24-3 and 1-24-6.
South Dakota State University

By: _____________________________________
Name: ___________________________________
Title: ____________________________________
Date: ____________________________________

State of South Dakota
Department of Transportation

By: _____________________________________
Name: Darin P. Bergquist
Title: Secretary
Date: ____________________________________

Recommended

By: _____________________________________
Name: David L. Huft
Title: Research Program Manager

Approved as to Form:

________________________________________
Special Assistant Attorney General

State Agency Coding (MSA Center): 11105
State Agency MSA Company for which contract will be paid: 2033/3040
Object/Subobject MSA account to which voucher will be coded: 52041400
Name and phone number of contact person in State Agency who can provide additional information regarding this contract: David Huft, 605.773.3358, dave.huft@state.sd.us
Acknowledgment

STATE OF SOUTH DAKOTA )
COUNTY OF BROOKINGS )SS

On this the ___ day of ______________________, 2018, before me __________________, a notary public, personally appeared ______________________, who acknowledged himself or herself to be the ______________________________________ of South Dakota State University, a university, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the university by himself/herself as such officer.

In witness whereof I hereunto set my hand and official seal.

_____________________________________________________

Notary Public

[Notary Seal] My commission expires: ______________

Acknowledgment

STATE OF SOUTH DAKOTA )
COUNTY OF HUGHES )SS

On this the ___ day of ______________________, 2018, before me __________________, a notary public, personally appeared Darin P. Bergquist, Secretary of the State of South Dakota, Department of Transportation, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

_____________________________________________________

Notary Public

[Notary Seal] My commission expires: ______________
2019 SDLTAP WORKPLAN

SUBMITTED TO

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION (SDDOT)

AND

THE FEDERAL HIGHWAY ADMINISTRATION (FHWA)

BY

SOUTH DAKOTA STATE UNIVERSITY (SDSU)

SOUTH DAKOTA LOCAL TRANSPORTATION ASSISTANCE PROGRAM (SDLTAP)

Located at SD State University Jerome J. Lohr College of Engineering

PREPARED BY:

Greg Vavra, Program Manager, SDLTAP

Total funding for this project is $512,973. Of that amount, $150,000 is requested from the Federal Highway Administration’s Local Technical Assistance Program (LTAP). The remaining amount of $372,973 will be obtained from various state and local agencies as outlined in Attachment 2. Contract period is 16 months: January 1, 2019 to April 30, 2020.
SOUTH DAKOTA LOCAL TRANSPORTATION
ASSISTANCE PROGRAM (SDLTAP)

WORK PLAN AND BUDGET

FOR CONTRACT YEAR 2019
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236,872 14
INTRODUCTION

The South Dakota Local Transportation Assistance Program (SDLTAP) has now served local transportation agencies throughout South Dakota for 30 years. The program was established in 1988 and has operated continuously since that time. The SDLTAP maintains a strong reputation for meeting its customers on their premises, listening to their needs, and delivering quality service to them. Services have been extended where possible to tribal transportation departments, private contractors involved in local projects and the engineering consulting community. Strong partnerships have been built with many agencies and companies to support both SDLTAP and those we work with. The 2019 SDLTAP Work Plan provides a brief summary of the services provided in the past year and plans for service and the methods of assisting our clients in the coming year.

The SDDOT Office of Research oversees the SDLTAP program and provides insight to the program, manages the financial and contractual agreements between the DOT, FHWA, and SDSU, and approves out of state travel requests for LTAP staff. The Office of Research also provides office space for SDLTAP technical assistance providers who work from Pierre. Research Program Manager Dave Huft coordinates two semi-annual LTAP Advisory Board meetings attended by the entire SDLTAP staff, SDLTAP Advisory Board members, and various partners in the transportation industry.

The SDLTAP Advisory Board consists of members of various associations and organizations with which we have direct contact. The Advisory Board members represent:

- South Dakota Department of Transportation
- Federal Highway Administration
- South Dakota Association of Counties
- South Dakota Municipal Street Managers Association
- South Dakota Associated General Contractors
- South Dakota Association of Towns and Townships
- American Public Works Association
- Great Plains Tribal Chairman’s Association
- South Dakota Association of County Highway Superintendents
- South Dakota Engineering Society.

The Advisory Board oversees the LTAP program and offers input as to what LTAP is doing positively and where the individual groups would like to see improvements or opportunities for their customers. Advisory Board meetings are held to update members on current activities and reflect on results following the previous meeting.
BRIEF REVIEW OF SDLTAP ACTIVITIES IN 2018

As of November 1, 2018, SDLTAP conducted or actively participated in 45 training sessions in 2018. Data compiled thus far shows 2,602 people participated in 11,981 cumulative hours of training. In order to accomplish this, significant use of partnerships continues to be a great help to SDLTAP. Our greatest support is from the SDDOT, which allows access to their video conference network, works with us to develop and provide training, coordinates communication and meetings with our Advisory Board and allocates and approves all of our funding. Another key partnership is training delivery via the Transportation Learning Network (TLN). The single greatest benefit of the TLN is being able to offer management level courses for our customers which would cost a great deal if we had to bring the instructors to our state.

In 2018, there has again been a greater emphasis on returning to face-to-face training in classrooms and the field. Our customers responded very favorably as reflected in their interest and willingness to attend. Greg Vavra, Program Manager, Andrew Peterson, Field Services Manager, and field staff have devoted a significant amount of time to increase personal contact and in-house training to meet customer needs. Greg’s experience in local transportation and good communication skills have been put to good use in the classroom and the field. Classroom and field training in the use of motor graders in gravel construction and maintenance continues to be the most requested service in this area.

In 2018 SDLTAP staff has increased its ability to train at multiple functions. The addition of Chuck Fromelt, Andrew Peterson, and Gill Hedman has added much-needed trainers to our staff. The addition of staff members with the ability to train and present will ease the pressure from other staff members and allows us to be more efficient in our travels.

Building upon work in previous years, SDLTAP staff provided technical assistance in the area of aggregate quality to many agencies in 2018. We still find too much substandard material being used on gravel roads, chip seal projects, base construction and bedding for pipe or box culvert construction. SDLTAP’s guidance on the cost associated with non-specified material leads to a significant decrease in life cycle costs of projects. Because testing and inspecting of materials are important to the overall performance of the project, continual reminders to our customers are essential.

In general, all SDLTAP staff members have been called on to provide more and more on-site technical assistance to county, city, town, township and tribal transportation agencies. The scope of this work is very broad. Some examples are:

1) Proposed access and problems with existing agribusiness access routes, which nearly always involve impact on the surface from heavy trucks, but sometimes safety and geometry issues as well.
2) Aging, failing culverts and small structures on the local road system are becoming a very big issue. We estimate requests for information on this matter doubled this past year.

3) General road safety issues ranging from simple questions on sign installation to realignment of road sections to correct safety problems.

4) Assistance with processes such as gravel road reshaping, placing new surface gravel, and correctly preparing the surface for stabilization.

5) Assistance in assessing road conditions and making presentations to commissions and councils.

6) Providing resources and information to elected officials to help guide decisions which will impact their respective organizations moving forward.

The staff has put in some long hours during the times we have had staff vacancies and deserve credit for their continued efforts.

SDLTAP coordinated three conferences again in 2018. In April, SDLTAP managed the 56th Annual SD Asphalt Conference in Pierre, SD. The conference was well received, with 147 in attendance – an increase of 25 compared to last year. The Asphalt Conference was geared towards bringing the locals back to the conference and this proved to be successful. We are also reaching other organizations by building an agenda suited for workforce development through management and engineers.

In October, SDLTAP hosted the 33rd Annual Regional Local Road Conference in Rapid City, SD. This is always a popular conference and drew over 365 attendees and vendors from 13 states and Canada. We continue to grow and improve this event. Kris Jacobsen from the South Dakota Association of Counties managed our increasing number of vendors at this conference. We are already making changes to bring an even better conference in 2019. Layout changes at the facility will lead to more vendors’ booths as well as a program to draw an even larger crowd in 2019.

Finally, SDLTAP coordinated the annual SD Association of Towns and Townships road conference held in Oacoma, SD on December 7-8. These three conferences will bring over 600 local road managers, engineers, and elected officials together to provide training and networking opportunities. SDLTAP also supported the annual County and Municipal League conventions, and is committed to build on these accomplishments in 2019.
HOW SDLTAP WILL DELIVER ITS SERVICES IN 2019
SDLTAP’s general scope of service will be delivered in five primary ways:

1) Visit each county in SD at least once within two years. County highway departments will be visited along with cities, towns and townships as time allows.

2) Provide technical assistance upon request, either on-site if needed, or by phone or email. Facebook will continue be used for general information updates.

3) Develop and provide formal training in workshops, seminars or conference presentations. Some delivery by web and video conference will also be done.

4) Continue conference support for the local highway and street management associations, as well as, overall management of the Regional Local Roads Conference in Rapid City and the SD Asphalt Conference in Pierre.

There will be continued emphasis on face-to-face training and additional hands-on field demonstration which has proven to be a great need. Customer feedback was very positive again in 2018. It will be hard to expand those activities, but we are committed to sustain them. SDLTAP will continue using video conferencing and webinar delivery when possible. The website and our Facebook page will be expanded to provide basic information on training and information delivery. We will strive to do Facebook posts at least twice per week. This grew more than expected in 2018 with over 3000 views in a week, along with nearly a 150% increase in followers since we began in 2015. Also, due to numerous requests, SDLTAP worked with SDSU’s IT Department and now has the ability to post conference presentations to our website.

Partnerships with other organizations will continue to be a critical link to reach customers and to provide some financial and logistical support. Our primary partner continues to be SDDOT and its Office of Research. Working with Mr. David Huft, SDDOT Research Program Manager, and the Local Government Assistance Office, we will continue to coordinate many activities with the SDDOT.

Use of SDDOT sites on the Dakota Digital Network in-state video conferencing system for access to 14 sites will be continued across the state at no charge. The reduction in travel for virtually anyone to less than 75 miles to participate in training is a great benefit. Using the same sites, we will continue to use the Transportation Learning Network (TLN) to both deliver and receive training cooperatively with four other states – CO, ND, WY, and MT. Other web-based training will be used as opportunities arise. We continue to evaluate this with special attention to the topic and time needed for delivery. Web-based delivery does not work for all topics and does not suit all presenters. A survey was completed to look at our customer’s desires on how we operate the TLN sites. It was
unanimous that our customers would like LTAP to host sites and make sure the connection is fully functional.

On-site training—either in the classroom or in the field—will continue. A mix of training delivery is necessary to serve SDLTAP customers. Classroom followed by field training has proven to be the most effective way to convey information. We will carefully evaluate how to be as effective as possible in time allocation, location and content of our training. Gravel road related training will continue to be our first priority, but will be expanded to build upon what we have learned specific to material quality and good stabilization techniques where needed. We intend to offer this in several locations across the state. Three to five counties can be accommodated at each classroom location. Field demonstrations with smaller groups allowing hands-on instruction in the use of the motor grader will be conducted as time allows. We intend to cooperatively offer training to counties as hosts and include townships, towns, tribes and contractors as much as possible.

We will expand our service in providing the best advice possible to rehabilitate aging and deteriorating asphalt surfaces. We have added to our knowledge base and training resources on this topic looking at gravel, stabilized gravel, and blotter surfacing alternatives. A life-cycle cost calculation tool that was originally developed by SDLTAP using simple Microsoft Excel™ spreadsheets, was modified by the Upper Great Plains Transportation Institute, and is now available online to help local management and elected officials make data-based decisions on the best rehabilitation option.

Some time and effort needs to be reserved in 2018 to accommodate special requests from our customers, such as more requests for on-site evaluation of road surfaces, culverts, traffic safety issues, right-of-way problems to name a few. This often leads to follow-up requests to attend commission, council or board meetings which are often held in the evenings. As in the past, we continue to recognize it may be difficult to sustain all of the services we are promising to our customers. We will strive to be as efficient as possible in scheduling training, making sure advertising reaches everyone who may wish to attend to avoid duplicate requests for the same service by a neighboring agency, and use electronic delivery when possible.

Once again, the plans we have for serving our customers can only happen with good partnerships. We remain committed to maintain or build partnerships with others to serve our customers. At the same time, we will avoid unethical situations such as allowing a corporate sponsor to use a training forum to exclusively promote their product.

Our primary partners are:

- SD Department of Transportation
- SD Association of County Highway Superintendents (SDACHS)
- SD Association of Towns and Townships (SDATAT)
• SD Street Maintenance Managers Association (SDSMMA)
• SD Counties (County Commissioners & County Officials)
• SD Associated General Contractors–Highway & Heavy Construction Div. (SDAGC)
• Safety Benefits, Inc.
• South Dakota Engineering Society
• SD Municipal League (SDML)
• North American Salt, Inc.
• Butler Machinery Company
• SD Chapter of the APWA
• Gravel Roads Academy
• Z&S Dust Control
• RDO Equipment
• Other LTAPs nationwide

NELTAP, COLTA, NDLTAP, WYLTAp and MTLTAP are partners in the Regional Local Roads Conference.

Department visits to local highway and street departments will continue as staff time allows. Our priorities are accommodating direct requests for on-site assistance, visiting new managers, and identifying local agencies that have demonstrated particular success in managing their road and street systems. If an agency is willing to share, staff members will travel there, gather information, and get photos (if applicable) so the technology or methods can be transferred to others. These visits will generally be accomplished in assigned geographic areas as shown in Attachment 2 on page 14 of this document.

The SDLTAP will continue to support several conferences, conventions and meetings across the state. Examples are the SD Association of County Highway Superintendent’s annual Short Course and summer meetings, the SD Street Maintenance Managers Association’s spring and fall meetings, and the SD Association of Towns and Townships annual Road Conference. This includes not only making presentations, but also sitting on planning committees for some of these conferences, as well as providing audio/visual equipment support, if needed. SDLTAP will take the lead in facilitating the annual Regional Local Roads Conference and managing the SD Asphalt Conference in 2018. From these activities, we not only maintain direct contact with our customers, but also gain valuable input for future training needs and technical assistance. Support will also be given to the SD County Association, South Dakota Towns and Townships and Municipal League annual conventions, along with the elected official's workshops.

SDLTAP is planning to see an increase in visits and training opportunities with the closing of the TTAP centers nationwide. Although a new program is in place to support the Tribes, our relationship with the Tribes has led them to LTAP for their training needs. With the
geographic diversity of the tribes, it will require some additions to our training curriculum as well as staff time devoted to insure their needs are being met.

We continue to explore delivery of more service via our website, but strict content supervision is still an issue in that area. Our Facebook page has proven to be a great tool for keeping our customers aware of our services and activities. Our toll free number and generic email address sdltap@sdstate.edu will continue to be available for any LTAP customer to reach us for direct technical assistance.

ACTIVITY PLAN TO ADDRESS THE FOUR FHWA FOCUS AREAS FOR LTAP/TTAP

1. ROADWAY AND WORKER SAFETY
   a. Conduct Mine Safety and Health Administration (MSHA) compliance training in ±35 locations across SD in partnership with Safety Benefits, Inc.
   b. Offer both Work Zone and Routine Traffic Control training as an in-house seminar upon request.
   c. Advertise the ATSSA Northland Chapter’s “How To” Safety Conference.
   d. Advertise appropriate highway and worker safety courses offered via the TLN.
   e. Do additional work on documentation of safety issues on local roads to improve our training visuals and content.
   f. Support the SDDOT Transportation Safety Conference.
   g. Emphasize safety in every presentation that is applicable.

2. INFRASTRUCTURE MANAGEMENT
   a. Continue to partner with the SDDOT Office of Research to update cost data in the Surface Selection Criteria Study previously published in 2004.
   b. Work with NDSU to deliver an online platform for our customers to evaluate costs of doing business and to more accurately define costs in their five-year plans.
   c. Continue to work on developing resources and training on the subject of alternatives to paving.
   d. Provide technical assistance during on-site visits utilizing the experience of our staff at a practical level.
   e. Manage the 2018 SD Asphalt Conference. Greg will serve as the conference coordinator and three of our staff members will serve on the planning committee. All are actively involved in recruiting speakers and/or making presentations.
   f. Continue to study the impact of Agribusiness and Industrial and Commercial Development on SD local roads and streets. We continue to add to our training resources on this topic and will present updated information as opportunities arise.
g. Share results of the SDDOT Gravel Guidelines project with all customers and work towards a final report with the contractor.

3. **WORKFORCE DEVELOPMENT**
   a. Provide training in fundamental design and material specifications as requested.
   b. Provide hands-on instruction on surface maintenance of gravel surfaced roads along with rehabilitation if requested.
   c. Provide Management training if requested. (This has been a great challenge – we see the need for this, but customers often do not.)
   d. Conduct department visits to all new highway superintendents to make them aware of LTAP services.
   e. Assist the SD Association of County Highway Superintendents with training and oversight of the exam for the SD Highway Superintendent Certification Program.

4. **MISCELLANEOUS SERVICE**
   a. Maintain our toll free number for our customers, other LTAP/TTAPs, or others to reach us for assistance.
   b. Hold a staff/team development activity twice annually.
   c. Continue promoting social media in delivering information on our Facebook site.
   d. Continue to serve as conference coordinator and host the Regional Local Road Conference held annually in Rapid City, SD. Trudy Anderson, SDLTAP’s Program Assistant, will continue to manage registration and budget for the conference as a service to our neighbors in six surrounding states.
   e. Strive to continue to provide miscellaneous services to our friends and partners around the country such as sharing of our large photo log, presentations and other resources.
   f. Support the National and Regional LTAP/TTAP Conference and NACE Conference.
   g. Support SDDOT in various research projects and deliver the findings to our customers in a timely manner.
   h. Support the EDC initiatives that the DOT has adopted and bring awareness and training to our customers that pertain to local agencies.

The budget allocated to accomplish these activities is shown in Attachment 2 on page 14.
ATTACHMENT 1: SDLTAP STAFF

Office and Administrative Staff
Dr. Richard Reid, P.E., Director
Mr. Greg Vavra, Program Manager
Mr. Andrew Peterson, Field Services Manager
Ms. Trudy Anderson, Program Assistant

Field Staff
Mr. Cliff Reuer, Technical Assistance Provider, Western Area
Mr. Chuck Fromelt, Technical Assistance Provider, NE & SE Areas
Mr. Gill Hedman, Technical Assistance Provider, Central

Abbreviated Resumes of Staff

Dr. Richard Reid, PhD, PE—Richard is Associate Dean for Academics and Outreach in the College of Engineering, South Dakota State University. He has over 22 years of civil, geotechnical, transportation, and environmental engineering experience. His career started in the Air Force as an environmental engineer for Ellsworth Air Force Base, SD. In that position, he was responsible for ensuring compliance with all Environmental Protection Agency regulations which included environmental monitoring, permitting, training, and response. As a design civil engineer, he planned and designed new roads as well as the rehabilitation of existing streets. Following his graduate education, he served as a research engineer for the Air Force focusing on the design, construction and full-scale testing of structures to resist explosions. Richard also has extensive experience in the geosynthetics field.

Greg Vavra—In October 2012, Greg started as SDLTAP’s new Field Services Manager and became Program Manager in October 2015. He previously worked as Jerauld County’s Highway Superintendent for 18 years and has served as Mayor of Wessington Springs for the past 13 years. Greg provides technical assistance in gravel road maintenance, culvert installation, presentation development, and various cooperative efforts. He has extensive background in county and township maintenance and has served as Past President and Secretary/Treasurer for the SDACHS Association.
Andrew Peterson — Andrew joined LTAP as the field services manager in March 2016. He received his Bachelor of Science degree from South Dakota State University in Construction Management with a minor in Business. He served in the Air National Guard as a Pavement and Construction Equipment Specialist. Before starting at LTAP, Andrew worked for Knife River Midwest in Sioux City, IA as project manager and estimator, where he managed asphalt projects in Nebraska, Iowa, and South Dakota.

Trudy Anderson – Trudy joined LTAP in July 2017. She worked 9 ½ years for SDSU in the Division of Technology & Security as a Budget Assistant. Prior to working for SDSU, she worked in various administrative and accounting positions in Brookings. Trudy has an Associate’s Degree in Executive Secretarial from Nettleton College, Sioux Falls, SD.

Cliff Reuer—Cliff worked for the SDDOT for 40 years as a Field Technician, Highway Beautification Agent, Maintenance Analyst, Project Engineer, Traffic and Safety Engineer and at the Office of Project Development. He has a Bachelor of Science degree from SDSU in Agricultural Business (Economics). Cliff has received specialized training from Northwestern University – Traffic Institute at Evanston, IL, training from the Institute of Transportation Engineers (ITE) and from the FHWA. Cliff joined SDLTAP in 2010.

Chuck Fromelt—Chuck joined SDLTAP in June 2015 and has a life-long background in the road and bridge environment. Chuck holds an AAS in Civil Engineering Technology from the ND State School of Science. He has 22 years of experience as Day County Highway Superintendent and eight years of experience managing design, construction and development for Waste Management and Tricon-Kent Construction. Chuck was president of the SD Association of County Highway Superintendents and has served as a committee member of Bylaws and Resolutions and as executive board member.
Gill Hedman—Gill joined SDLTAP in July 2017 and has been involved in road and bridge for many years. Gill is a graduate of the South Dakota School of Mines in 1975 with a BS in Civil Engineering. He worked more than 29 years with the South Dakota Department of Transportation, the last 25 as Pavement Design Engineer specializing in pavement design, rehabilitation, and preservation.

Staff Changes: East Central Technical Assistance Provider Ted Eggebraaten retired from LTAP on March 30, 2018. As part of an internal change in SDLTAP, Andrew and Greg now share the responsibility of technical assistance in Ted’s former area. To date this has been working well and coverage to our customers has slightly increased especially in outlying areas to the far Southwest counties. A portion of Ted’s salary will be used to increase specialized training to the entire state via subject matter experts.

Geographic Staff Responsibilities

This map shows the general geographic areas covered by each of the four members of the field staff in doing on-site technical assistance or local department visits.

SDLTAP (November 2018)
## ATTACHMENT 2: PROPOSED BUDGET FOR 2019 CALENDAR YEAR

### SALARY AND WAGES

<table>
<thead>
<tr>
<th>Position</th>
<th>FTE</th>
<th>SDSU Billed</th>
<th>Donated</th>
<th>SDDOT Billed</th>
<th>Donated</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director (R. Reid) (Less 10% Donated)</td>
<td>0.10</td>
<td>9,734</td>
<td>6,490</td>
<td>0</td>
<td></td>
<td>$16,224</td>
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<tr>
<td>Program Manager (Vavra)</td>
<td>1.00</td>
<td>68,436</td>
<td>0</td>
<td>0</td>
<td>68,436</td>
<td></td>
</tr>
<tr>
<td>Program Assistant (Anderson)</td>
<td>1.00</td>
<td>38,006</td>
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<td>0</td>
<td>38,006</td>
<td></td>
</tr>
<tr>
<td>Field Services Manager (Peterson)</td>
<td>1.00</td>
<td>61,628</td>
<td>0</td>
<td>0</td>
<td>61,628</td>
<td></td>
</tr>
<tr>
<td>Technical Assistance Provider (Fromelt)</td>
<td>0.40</td>
<td>19,050</td>
<td>0</td>
<td>0</td>
<td>19,050</td>
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</tr>
<tr>
<td>Technical Assistance Provider (Reuer)</td>
<td>0.40</td>
<td>21,980</td>
<td>0</td>
<td>0</td>
<td>21,980</td>
<td></td>
</tr>
<tr>
<td>Technical Assistance Provider (Hedman)</td>
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<td>18,038</td>
<td>0</td>
<td>0</td>
<td>18,038</td>
<td></td>
</tr>
<tr>
<td>SDDOT Contact (Huft)</td>
<td>0.05</td>
<td></td>
<td>0</td>
<td>0</td>
<td>5,185</td>
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</tr>
<tr>
<td>SDDOT Contact (Ripley)</td>
<td>0.05</td>
<td></td>
<td>0</td>
<td>0</td>
<td>1,915</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td>4.4</td>
<td>$236,872</td>
<td>$6,490</td>
<td>$7,100</td>
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<td>$250,462</td>
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### FRINGE BENEFITS

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<thead>
<tr>
<th>Program</th>
<th>SDSU Billed</th>
<th>Donated</th>
<th>SDDOT Billed</th>
<th>Donated</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>SDSU (15.0%+8.470/FTE) -- PT FTE/Fringe at 9%</td>
<td>57,906</td>
<td>1,312</td>
<td>0</td>
<td></td>
<td>$59,218</td>
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<tr>
<td>SD DOT (51.9% S&amp;W)</td>
<td>0</td>
<td>0</td>
<td>3,685</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td>$57,906</td>
<td>1,312</td>
<td>$3,685</td>
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<td>$62,903</td>
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### TRAVEL & PERDIEM

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<thead>
<tr>
<th>Expense</th>
<th>SDSU Billed</th>
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<th>SDDOT Billed</th>
<th>Donated</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>National/Regional LTAP Travel</td>
<td>15,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$15,000</td>
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<tr>
<td>All Other Travel-Training &amp; Technical Support</td>
<td>15,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$15,000</td>
</tr>
<tr>
<td>Advisory Board</td>
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<td>0</td>
<td>0</td>
<td>$500</td>
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<tr>
<td><strong>Subtotal</strong></td>
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<td>0</td>
<td>$30,500</td>
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### VEHICLES

<table>
<thead>
<tr>
<th>Expense</th>
<th>SDSU Billed</th>
<th>Donated</th>
<th>SDDOT Billed</th>
<th>Donated</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Car Lease at SDSU</td>
<td>16,800</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$16,800</td>
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<td>Car Lease in Pierre</td>
<td>9,600</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$9,600</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$26,400</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$26,400</td>
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</tbody>
</table>

### PUBLICATIONS AND POSTAGE

<table>
<thead>
<tr>
<th>Expense</th>
<th>SDSU Billed</th>
<th>Donated</th>
<th>SDDOT Billed</th>
<th>Donated</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Newsletters &amp; Marketing</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>$2,000</td>
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<tr>
<td><strong>Subtotal</strong></td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>$2,000</td>
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### OTHER DIRECT COSTS

<table>
<thead>
<tr>
<th>Expense</th>
<th>SDSU Billed</th>
<th>Donated</th>
<th>SDDOT Billed</th>
<th>Donated</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplies &amp; Copying</td>
<td>1,500</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$1,500</td>
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<tr>
<td>Telephones</td>
<td>3,840</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$3,840</td>
</tr>
<tr>
<td>Meeting Rooms</td>
<td>1500</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$1,500</td>
</tr>
<tr>
<td>National LTAP Dues</td>
<td>750</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$750</td>
</tr>
<tr>
<td>Publications &amp; Videos</td>
<td>1,200</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$1,200</td>
</tr>
<tr>
<td>Training Consultants</td>
<td>10,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$10,000</td>
</tr>
<tr>
<td>Training Computers &amp; Equipment</td>
<td>8,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$8,000</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$26,790</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$26,790</td>
</tr>
</tbody>
</table>

### TOTAL DIRECT COSTS

<table>
<thead>
<tr>
<th></th>
<th>SDSU</th>
<th>SDDOT</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subtotal</strong></td>
<td>$380,468</td>
<td>$7,802</td>
<td>$10,785</td>
</tr>
</tbody>
</table>

### INDIRECT COSTS

<table>
<thead>
<tr>
<th>Program</th>
<th>SDSU Billed</th>
<th>Donated</th>
<th>SDDOT Billed</th>
<th>Donated</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>SDSU (28%) total direct billed &amp; (1.34%) donated costs</td>
<td>106,531</td>
<td>5,098</td>
<td>0</td>
<td></td>
<td>$111,629</td>
</tr>
<tr>
<td>SDSU (29.34%) of total direct donated costs</td>
<td>2,289</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$2,289</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$108,819</td>
<td>5,098</td>
<td>0</td>
<td>0</td>
<td>$113,917</td>
</tr>
</tbody>
</table>

### GRAND TOTAL by Organization

<table>
<thead>
<tr>
<th></th>
<th>SDSU</th>
<th>SDDOT</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subtotal</strong></td>
<td>$486,999</td>
<td>$15,891</td>
<td>$12,075</td>
</tr>
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</table>

### FUNDING SOURCES

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>FHWA Local Technical Assistance Program</td>
<td>$150,000</td>
<td>29.24%</td>
</tr>
<tr>
<td>SD Local Road &amp; Bridge Fund</td>
<td>$336,999</td>
<td>65.70%</td>
</tr>
<tr>
<td>SDSU (donated)</td>
<td>$15,189</td>
<td>2.96%</td>
</tr>
<tr>
<td>SDDOT (donated)</td>
<td>$10,785</td>
<td>2.10%</td>
</tr>
<tr>
<td><strong>TOTAL DIRECT COSTS</strong></td>
<td>$512,973</td>
<td>100.00%</td>
</tr>
</tbody>
</table>
During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100- 209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

*******
EXHIBIT C

PROPRIETARY AND PATENT RIGHTS

(1) Contractor will disclose each subject invention to State within a reasonable time after it becomes known to Contractor personnel responsible for the administration of patent matters, and that State may receive title to any subject invention not disclosed to it within such time.

(2) Contractor will make a written election within two (2) years after disclosure to State (or such additional time as may be approved by State) whether Contractor will retain title to a subject invention; provided, that in any case where publication, on sale, or public use, has initiated the one (1) year statutory period in which valid patent protection can still be obtained in the United States, the period for election may be shortened by State to a date that is not more than sixty (60) days prior to the end of the statutory period; and provided further, that State may receive title to any subject invention in which Contractor does not elect to retain rights or fails to elect rights within such times.

(3) When Contractor elects rights in a subject invention, Contractor will file a patent application prior to any statutory bar date that may occur under 35 USCS Section 1, et seq., due to publication, on sale, or public use, and will thereafter file corresponding patent applications in other countries in which Contractor wishes to retain title within reasonable times, and that State may receive title to any subject inventions in the United States or other countries in which Contractor has not filed patent applications on the subject invention within such times.

(4) With respect to any invention in which Contractor elects rights, State and United States government will have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of State or the United States Government any subject invention throughout the world; provided, that the funding agreement may provide for such additional rights, including the right to assign or have assigned foreign patent rights in the subject invention, as are determined by State or United States Government as necessary for meeting the obligations of the United States under any treaty, international agreement, arrangement of cooperation, memorandum of understanding, or similar arrangement, including military agreement relating to weapons development and production.

(5) State retains the right to require periodic reporting on the utilization or efforts at obtaining utilization that are being made by Contractor or Contractor’s licensees or assignees; provided, that any such information as well as any information on utilization or efforts at obtaining utilization obtained as part of a proceeding under 35 USCS Section 203 will be treated by State as commercial and financial information obtained from a person and privileged and confidential and not subject to disclosure under 5 USCS Section 552.

(6) Contractor agrees that in the event a United States patent application is filed by or on Contractor’s behalf or by any assignee of Contractor there will be included within such application and any patent issuing thereon, a statement specifying that the invention was made with State support and that State has certain rights in the invention.

(7) In the case Contractor is a nonprofit organization, (A) Contractor will prohibit the assignment of rights to a subject invention in the United States without the approval of State, except where such assignment is made to an organization which has as one of its primary functions the management of inventions (provided that such assignee will be subject to the same provisions as Contractor); (B) Contractor will share royalties with the inventor; (C) except with respect to a funding agreement for the operation of a Government-owned-contractor-operated facility, that the balance of any royalties or income earned by Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; (D) that, except where it proves infeasible after a reasonable inquiry, in the licensing of subject inventions will be given to small business firms; and (E) with respect to funding agreement for the operation of a Government-owned-contractor-operated facility, (i) that after payment of patenting costs, licensing costs, payments to
inventors, and other expenses incidental to the administration of subject inventions, 100 percent of the balance of any royalties or income earned and retained by Contractor during any fiscal year up to an amount equal to 5 percent of the annual budget of the facility, will be used by Contractor for scientific research, development, and education consistent with the research and development mission and objectives of the facility, including activities that increase the licensing potential of other inventions of the facility; provided that if said balance exceeds 5 percent of the annual budget of the facility, that 75 percent of such excess will be paid to State and the remaining 25 percent will be used for the same purposes as described above in this clause (D); and (ii) that, to the extent it provides the most effective technology transfer, the licensing of subject inventions will be administered by Contractor employees on location at the facility.

(8) The requirements of 35 USCS Sections 203 and 204 apply to this work.

(9) If Contractor does not elect to retain title to a subject invention in cases subject to this section, State may consider and after consultation with Contractor grant requests for retention of rights by the inventor subject to the provisions of 35 USCS Section 202 and regulations promulgated hereunder.
SOUTH DAKOTA BOARD OF REGNETS

Academic and Student Affairs
Consent

AGENDA ITEM: 3 – L
DATE: December 4-6, 2018

******************************************************************************

SUBJECT
Academic Calendars – Clerical Update

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 2:6 – Academic Calendars

BACKGROUND / DISCUSSION
During the December 2017 Board meeting, the current slate of academic calendars through to the 2026-2027 academic year had been approved.

IMPACT AND RECOMMENDATION
Historically, Good Friday has been observed as a non-class day within the academic calendars. Seven of the ten calendars approved at the December 2017 Board meeting contained a clerical error whereby the non-class day for Good Friday had inadvertently been left out. The revised calendars provided in Attachment I seek to correct that error.

Board office staff recommends approval.

ATTACHMENTS
Attachment I – 2019-20 through 2026-27 Academic Calendars

******************************************************************************

DRAFT MOTION 20181204_3-L:
I move to approve the revision to the 2019-20 to 2026-27 Academic Calendars as presented.

3928
2020-2021 Academic Calendar

**Weekends** - Classes may be scheduled when designated on the syllabus at the beginning of the term or in the Course catalog at the point of registration.

**State Holiday** - Recognized federal/state holidays where no class or course assignments are scheduled.

**Class Day** - Dates within the academic term that align with traditional course delivery.

**Final Exam Period** - Dates designated for the delivery of final examination or completion of course assignments to conclude the term.

**Non-class Days** - Designated dates where no class or course assignments are to be scheduled.

76 class days

77 class days

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*ATTACHMENT I*
2021-2022 Academic Calendar

- **Weekends** - Classes may be scheduled when designated on the syllabus at the beginning of the term or in the Course catalog at the point of registration.
- **State Holiday** - Recognized federal/state holidays where no class or course assignments are scheduled.
- **Class Day** - Dates within the academic term that align with traditional course delivery.
- **Final Exam Period** - Dates designated for the delivery of final examination or completion of course assignments to conclude the term.
- **Non-class Days** - Designated dates where no class or course assignments are to be scheduled.

76 class days

77 class days
2022-2023 Academic Calendar

Weekends - Classes may be scheduled when designated on the syllabus at the beginning of the term or in the Course catalog at the point of registration.

State Holiday - Recognized federal/state holidays where no class or course assignments are scheduled.

Class Day - Dates within the academic term that align with traditional course delivery.

Final Exam Period - Dates designated for the delivery of final examination or completion of course assignments to conclude the term.

Non-class Days - Designated dates where no class or course assignments are to be scheduled.
2023-2024 Academic Calendar

- **Weekends**: Classes may be scheduled when designated on the syllabus at the beginning of the term or in the Course catalog at the point of registration.
- **State Holiday**: Recognized federal/state holidays where no class or course assignments are scheduled.
- **Class Day**: Dates within the academic term that align with traditional course delivery.
- **Final Exam Period**: Dates designated for the delivery of final examination or completion of course assignments to conclude the term.
- **Non-class Days**: Designated dates where no class or course assignments are to be scheduled.

- **76 class days**
- **77 class days**
2024-2025 Academic Calendar

<table>
<thead>
<tr>
<th>Month</th>
<th>2024</th>
<th>2025</th>
</tr>
</thead>
<tbody>
<tr>
<td>August</td>
<td>S M T W T F</td>
<td>S M T W T F</td>
</tr>
<tr>
<td>January</td>
<td>1 2 3 4 5 6</td>
<td>1 2 3 4 5 6</td>
</tr>
<tr>
<td>June</td>
<td>27 28 29 30</td>
<td>2 3 4 5 6</td>
</tr>
<tr>
<td>September</td>
<td>2 3 4 5 6</td>
<td>1 2 3 4 5 6</td>
</tr>
<tr>
<td>October</td>
<td>1 2 3 4 5 6</td>
<td>1 2 3 4 5 6</td>
</tr>
<tr>
<td>November</td>
<td>4 5 6 7 8 9</td>
<td>1 2 3 4 5 6</td>
</tr>
<tr>
<td>December</td>
<td>2 3 4 5 6</td>
<td>1 2 3 4 5 6</td>
</tr>
<tr>
<td>January</td>
<td>1 2 3 4 5 6</td>
<td>1 2 3 4 5 6</td>
</tr>
<tr>
<td>February</td>
<td>2 3 4 5 6</td>
<td>1 2 3 4 5 6</td>
</tr>
<tr>
<td>March</td>
<td>1 2 3 4 5 6</td>
<td>1 2 3 4 5 6</td>
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<tr>
<td>April</td>
<td>1 2 3 4 5 6</td>
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<tr>
<td>May</td>
<td>1 2 3 4 5 6</td>
<td>1 2 3 4 5 6</td>
</tr>
</tbody>
</table>

76 class days

77 class days

- **Weekends** - Classes may be scheduled when designated on the syllabus at the beginning of the term or in the Course catalog at the point of registration.
- **State Holiday** - Recognized federal/state holidays where no class or course assignments are scheduled.
- **Class Day** - Dates within the academic term that align with traditional course delivery.
- **Final Exam Period** - Dates designated for the delivery of final examination or completion of course assignments to conclude the term.
- **Non-class Days** - Designated dates where no class or course assignments are to be scheduled.


2025-2026 Academic Calendar

**Weekends** - Classes may be scheduled when designated on the syllabus at the beginning of the term or in the Course catalog at the point of registration.

**State Holiday** - Recognized federal/state holidays where no class or course assignments are scheduled.

**Class Day** - Dates within the academic term that align with traditional course delivery.

**Final Exam Period** - Dates designated for the delivery of final examination or completion of course assignments to conclude the term.

**Non-class Days** - Designated dates where no class or course assignments are to be scheduled.

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**76 class days**

**77 class days**
# 2026-2027 Academic Calendar

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<thead>
<tr>
<th>Month</th>
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<th>2027</th>
<th>2027</th>
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</thead>
<tbody>
<tr>
<td><strong>August</strong></td>
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<tr>
<td><strong>January</strong></td>
<td><img src="image" alt="Calendar Image" /></td>
<td><img src="image" alt="Calendar Image" /></td>
<td><img src="image" alt="Calendar Image" /></td>
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<tr>
<td><strong>June</strong></td>
<td><img src="image" alt="Calendar Image" /></td>
<td><img src="image" alt="Calendar Image" /></td>
<td><img src="image" alt="Calendar Image" /></td>
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<tr>
<td><strong>September</strong></td>
<td><img src="image" alt="Calendar Image" /></td>
<td><img src="image" alt="Calendar Image" /></td>
<td><img src="image" alt="Calendar Image" /></td>
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<tr>
<td><strong>February</strong></td>
<td><img src="image" alt="Calendar Image" /></td>
<td><img src="image" alt="Calendar Image" /></td>
<td><img src="image" alt="Calendar Image" /></td>
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<tr>
<td><strong>July</strong></td>
<td><img src="image" alt="Calendar Image" /></td>
<td><img src="image" alt="Calendar Image" /></td>
<td><img src="image" alt="Calendar Image" /></td>
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<tr>
<td><strong>October</strong></td>
<td><img src="image" alt="Calendar Image" /></td>
<td><img src="image" alt="Calendar Image" /></td>
<td><img src="image" alt="Calendar Image" /></td>
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<tr>
<td><strong>March</strong></td>
<td><img src="image" alt="Calendar Image" /></td>
<td><img src="image" alt="Calendar Image" /></td>
<td><img src="image" alt="Calendar Image" /></td>
</tr>
<tr>
<td><strong>August</strong></td>
<td><img src="image" alt="Calendar Image" /></td>
<td><img src="image" alt="Calendar Image" /></td>
<td><img src="image" alt="Calendar Image" /></td>
</tr>
</tbody>
</table>

### 76 class days

- **Weekends** - Classes may be scheduled when designated on the syllabus at the beginning of the term or in the Course catalog at the point of registration.
- **State Holiday** - Recognized federal/state holidays where no class or course assignments are scheduled.
- **Class Day** - Dates within the academic term that align with traditional course delivery.
- **Final Exam Period** - Dates designated for the delivery of final examination or completion of course assignments to conclude the term.
- **Non-class Days** - Designated dates where no class or course assignments are to be scheduled.

### 77 class days

3935
SOUTH DAKOTA BOARD OF REGENTS

ACADEMIC AND STUDENT AFFAIRS
CONSENT

AGENDA ITEM: 3 – M
DATE: December 4-6, 2018

SUBJECT
Program Modification – Accelerated Program Request – USD

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 2:23 – Program and Curriculum Approval
AAC Guideline 2.3 – Substantive Program Modifications
AAC Guideline 2.3.A – Institutional Substantive Program Modification Requests
Summary

BACKGROUND/DISCUSSION
The University of South Dakota has submitted the following program modification proposals provided in Attachment I. This requests are also available on the Institutional Substantive Program Modification Requests Webpage.

Existing Program: Substantive Program Modification

- Sustainability (MS) – request to add accelerated degree option

While the System Chief Academic Officer approves substantive course and program modifications after a formal review by the Academic Affairs Council, any program modifications that allow for the creation of accelerated programs must obtain formal approval by the Board.

IMPACT AND RECOMMENDATION
This request has been reviewed by the system Vice President for Academic Affairs.

Board staff recommends approval.

ATTACHMENTS
Attachment I – USD: Substantive Program Modification Request Form

DRAFT MOTION 20181204_3-M:
I move to approve the program modification request to allow for USD’s MS in Sustainability to be offered as an accelerated program as described in Attachment I.
SOUTH DAKOTA BOARD OF REGENTS
ACADEMIC AFFAIRS FORMS

Substantive Program Modification Form

UNIVERSITY: University of South Dakota
CURRENT PROGRAM TITLE: Sustainability, MS
CIP CODE: 30.3301
UNIVERSITY DEPARTMENT: Sustainability & Environment
UNIVERSITY DIVISION: College of Arts & Sciences

University Approval
To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

Elizabeth M. Freeburg
Vice President of Academic Affairs or President of the University
10/18/18

1. This modification addresses a change in:
   - ☐ Total credits required within the discipline
   - ☐ Total credits of supportive course work
   - ☐ Total credits of elective course work
   - ☐ Total credits required for program
   - ☐ Program name
   - ☐ Existing specialization
   - ☒ CIP Code
   - ☒ Other (explain below) – addition of accelerated degree option

2. Effective date of change (enter catalog year): Fall 2019

3. Program Degree Level:
   - Associate ☐ Bachelor’s ☐ Master’s ☒ Doctoral ☐

4. Category:
   - Certificate ☐ Specialization ☐ Minor ☐ Major ☒

5. If a name change is proposed, the change will occur:
   - ☐ On the effective date for all students
   - ☐ On the effective date for students new to the program (enrolled students will graduate from existing program)

Proposed new name:

Reminder: Name changes may require updating related articulation agreements, site approvals, etc.
6. Primary Aspects of the Modification (add lines or adjust cell size as needed):

<table>
<thead>
<tr>
<th>Pref.</th>
<th>Num.</th>
<th>Title</th>
<th>Cr. Hrs.</th>
<th>Pref.</th>
<th>Num.</th>
<th>Title</th>
<th>Cr. Hrs.</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Proposed Curriculum (highlight changes)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Plan A (thesis)</th>
<th>SUST 705</th>
<th>Sustainability &amp; Complexity</th>
<th>3</th>
<th>Plan A (thesis)</th>
<th>SUST 705</th>
<th>Sustainability &amp; Complexity</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUST 715</td>
<td>Research for Sustainability</td>
<td>3</td>
<td>SUST 715</td>
<td>Research for Sustainability</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUST 790</td>
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<td>2-3</td>
<td>SUST 790</td>
<td>Seminar</td>
<td>2-3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUST 794</td>
<td>Internship</td>
<td>0-3</td>
<td>SUST 794</td>
<td>Internship</td>
<td>0-3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUST 798</td>
<td>Sustainability thesis</td>
<td>6-9</td>
<td>SUST 798</td>
<td>Sustainability thesis</td>
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<td>9-18</td>
<td>Electives</td>
<td></td>
<td>9-18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Students will select elective courses from existing graduate-level courses with approval from the student’s thesis committee. At least 50% of the total credits must be at the 700-level or above.

<table>
<thead>
<tr>
<th>Plan B (non-thesis)</th>
<th>SUST 705</th>
<th>Sustainability &amp; Complexity</th>
<th>3</th>
<th>Plan B (non-thesis)</th>
<th>SUST 705</th>
<th>Sustainability &amp; Complexity</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUST 715</td>
<td>Research for Sustainability</td>
<td>3</td>
<td>SUST 715</td>
<td>Research for Sustainability</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUST 790</td>
<td>Seminar</td>
<td>2</td>
<td>SUST 790</td>
<td>Seminar</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUST 794</td>
<td>Internship</td>
<td>3-6</td>
<td>SUST 794</td>
<td>Internship</td>
<td>3-6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electives</td>
<td></td>
<td>18-21</td>
<td>Electives</td>
<td></td>
<td>18-21</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Students will select elective courses from existing graduate-level courses with approval from the student’s thesis committee. At least 50% of the total credits must be at the 700-level or above.

**Accelerated Master’s Program: B.A. or B.S. with M.S.**

Up to 12 graduate credits applied toward the B.A. or B.S. in sustainability may be used toward the M.S. in sustainability.

The following restrictions apply:

a. Dual-listed courses taken at the 500-level can be applied to both the B.A./B.S. and M.S. degrees. Dual-listed courses must be taken at the 500-level.

b. The student must apply to, and be admitted to, the accelerated program prior to taking courses to be credited toward the accelerated program.

c. No courses taken prior to admission to the accelerated program may be counted toward an accelerated graduate degree.

d. Courses that are “double counted” must be approved by the program coordinator for inclusion in the program of study prior to taking the courses or the credits will not be applied toward the accelerated graduate degree.

e. Only courses taken from USD are eligible for dual credit.

<table>
<thead>
<tr>
<th>Total number of hours required for major</th>
<th>30 (Plan A)</th>
<th>32 (Plan B)</th>
<th>Total number of hours required for major</th>
<th>30 (Plan A)</th>
<th>32 (Plan B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total number of hours required for degree</td>
<td>30 (Plan A)</td>
<td>32 (Plan B)</td>
<td>Total number of hours required for degree</td>
<td>30 (Plan A)</td>
<td>32 (Plan B)</td>
</tr>
</tbody>
</table>

7. Explanation of the Change:

We are proposing to add an accelerated Master’s program for sustainability undergraduate majors that is available for both the M.S. Plan A and M.S. Plan B options.
SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 3 – N
DATE: December 4-6, 2018

******************************************************************************

SUBJECT
M&R Projects

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 6:6 – Maintenance and Repair

BACKGROUND / DISCUSSION
Maintenance and repair projects with costs of more than $250,000 require Board approval.

IMPACT AND RECOMMENDATIONS
Northern State University requests to transfer $320,000 of HEFF from a previously approved project (replace a boiler) to a project that would replace a now non-functioning pool dehumidification system. The funds will be used to install a new pool environmental system to maintain room humidity and temperature and furnish tempered ventilation air to the pool space. This will be a complete Natatorium HVAC replacement to manage indoor air quality. Approval of this project will allow the campus to proceed.

South Dakota State University requests to use $705,250 of rent revenues to replace the interior doors and the windows throughout Pierson Hall. The existing windows are single pane windows and would be replaced with double pane windows with low-e coated glass. SDSU would have the original window project designer reissue plans and specifications for public bidding and would be completed by the lowest responsible bidder. The interior doors and door hardware would be replaced and constructed by SDSU Facilities and Services. These projects for Pierson Hall will be coordinated with the related HVAC replacement project during the summer of 2019.

South Dakota State University requests to design and construct a central dust collection system, ductwork, exhaust hoods and associated architectural and electrical work in the Plant Science Research Support Facility. Using $300,000 of donations, this dust collection system project will be designed by an architectural/engineering consultant that will provide construction documents. The project will be competitively bid and constructed by the

(Continued)

******************************************************************************

DRAFT MOTION 20181204_3-N:
I move to approve the NSU, SDSU and USD maintenance and repair projects as described in this item.
lowest responsible bidder. SDSU also requests that the project be delegated to the university.

University of South Dakota requests to transfer $250,000 from HEFF M&R previously approved by the Board in June 2017 for window replacement in Belbas to replace windows in McKusick Technology Center instead.

ATTACHMENTS
None
SUBJECT
FY20 HEFF M&R Projects

CONTROLLING STATUTE, RULE, OR POLICY
SDCL 13-51-2 – Educational Facilities Fund – Purposes
SDCL 13-53-15 – Receipt by State Treasurer of Institutional Moneys - Distribution
SDCL 13-53-15.3 – Medical School Funds
BOR Policy 6:6 – Maintenance and Repair

BACKGROUND / DISCUSSION
The Higher Education Facilities Fund (HEFF) represents eleven and one-half percent of all tuition (on-campus and off-campus) collected minus one hundred seventy-five thousand dollars related to the medical school. The funds are used for maintenance and repair (M&R) needs of the universities, long-term indebtedness for capital improvements, and new construction. The FY20 available M&R funding is $15,784,961.

The HEFF allocation formula is now based on replacement values, gross square footage for academic buildings and HEFF revenues, all weighted equally. (March 2018 Board Minutes, Item 7-Z) Attachment I provides the formula distribution for the FY20 HEFF allocation. The campuses can allocate funds towards planning and design to assist the universities in determining appropriate work scope and cost of each proposed project. The funding for planning and design is identified as part of the allocation.

Attachment II provides the FY20 maintenance and repair projects submitted by the institutions for approval. Each project is placed into one of the following categories: Public Health, Safety and Compliance; Building Integrity; Programmatic Suitability; Energy and Utility Savings; or Other according to Board Policy 6:6. The policy provides for funding realignments and transfers between approved projects. Changes to the approved project list for projects estimated to cost $50,000 to $250,000 must be submitted for the Executive Director’s approval and projects more than $250,000 must be submitted for Board approval. Projects under $50,000 (all costs and contracts inclusive) may be approved by the presidents or their designee.

(Continued)

DRAFT MOTION 20181204_3-O:
I move to approve the FY20 HEFF M&R projects as presented in Attachment II.
IMPACT AND RECOMMENDATIONS
The FY20 available funding is $15,784,961.

Approval of the FY20 HEFF Maintenance and Repair projects will allow the universities to begin project planning and completion in a timely manner.

ATTACHMENTS
Attachment I – Formula distribution for the FY20 HEFF allocation
Attachment II – FY20 HEFF Maintenance and Repair projects requested by the institutions
### FY20 HEFF M&R Allocation

#### New Formula Distribution

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>BHSU</th>
<th>DSU</th>
<th>NSU</th>
<th>SDSM&amp;T</th>
<th>SDSU</th>
<th>USD</th>
<th>SSOM</th>
<th>UC-SF</th>
<th>BHSU-RC</th>
<th>TOTAL</th>
</tr>
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<td>1</td>
<td>M&amp;R Funding Available</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td>Gross Academic Sq. Feet</td>
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<tr>
<td>3</td>
<td>Replacement Value</td>
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<td></td>
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<tr>
<td>4</td>
<td>FY18 HEFF Revenue</td>
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<tr>
<td>5</td>
<td>Academic Square Feet</td>
<td>516,213</td>
<td>329,461</td>
<td>599,670</td>
<td>596,948</td>
<td>2,466,483</td>
<td>1,775,447</td>
<td>91,895</td>
<td>129,070</td>
<td>58,795</td>
<td>6,563,982</td>
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<td>6</td>
<td>Current FY Gross Square Feet</td>
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<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Disbursement Factor: (Line 5/Line 2)*.33333</td>
<td>2.62%</td>
<td>1.67%</td>
<td>3.05%</td>
<td>3.03%</td>
<td>12.53%</td>
<td>9.02%</td>
<td>0.47%</td>
<td>0.66%</td>
<td>0.30%</td>
<td>33.33%</td>
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<tr>
<td>7</td>
<td>Current FY Gross Square Feet Portioned M&amp;R Funds</td>
<td>Line 6*Line 1</td>
<td>$413,790</td>
<td>$264,092</td>
<td>$480,688</td>
<td>$478,506</td>
<td>$1,977,100</td>
<td>$1,423,175</td>
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<td>87,015,086</td>
<td>151,457,629</td>
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<td>495,779,582</td>
<td>16,311,446</td>
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<td>17,565,852</td>
<td>1,799,912,113</td>
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<td>9</td>
<td>Current FY Institutional Replacement Value</td>
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<td></td>
<td></td>
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<td></td>
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<tr>
<td></td>
<td>Disbursement Factor: (Line 8/Line 3)*.33333</td>
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<td>1.61%</td>
<td>2.80%</td>
<td>3.46%</td>
<td>12.18%</td>
<td>9.18%</td>
<td>0.30%</td>
<td>0.68%</td>
<td>0.33%</td>
<td>33.33%</td>
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<td>11</td>
<td>FY18 HEFF Revenues</td>
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<td>1,618,084</td>
<td>2,318,034</td>
<td>9,716,781</td>
<td>7,517,517</td>
<td>620,197</td>
<td>562,826</td>
<td>568,686</td>
<td>27,190,890</td>
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<tr>
<td>12</td>
<td>Current FY Institutional HEFF Revenue</td>
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<td></td>
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<td>Disbursement Factor: (Line 11/Line 4)*.333</td>
<td>2.76%</td>
<td>2.48%</td>
<td>1.98%</td>
<td>2.84%</td>
<td>11.91%</td>
<td>9.22%</td>
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<td>0.69%</td>
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<td>FY18 HEFF Revenue Portioned M&amp;R Funds</td>
<td>Line 12*Line 1</td>
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<td>$448,571</td>
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<td>$1,454,702</td>
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<td>$108,928</td>
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<td>14</td>
<td>Institutions M&amp;R Allocation for FY20</td>
<td>Line 7 + Line 10 + Line 13</td>
<td>$1,289,101</td>
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<td>$5,780,280</td>
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*Note: The table above represents the allocation of M&R funds for each institution based on the given formulas and calculations.*

---

*ATTACHMENT I 3*
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<tr>
<th>Project #</th>
<th>Building Name</th>
<th>Project Name</th>
<th>M&amp;R Category</th>
<th>M&amp;R Class</th>
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**Black Hills State University - RC**

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**Dakota State University**

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**Northern State University**

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<td>Barnett Center</td>
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<td>Barnett Center</td>
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**FY20 HEFF Maintenance & Repair Projects**
### FY20 HEFF Maintenance & Repair Projects

<table>
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<tr>
<th>Project #</th>
<th>Building Name</th>
<th>Project Name</th>
<th>M&amp;R Category</th>
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<td>M&amp;R Category</td>
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<td>McLaury Building</td>
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<td>Campus HVAC Emergency</td>
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<td>Campus Fire &amp; Life Safety</td>
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<td>Infrastructure Repair</td>
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**FY20 HEFF M&R Projects Total**: $1,473,318

### South Dakota State University

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<th>Building Name</th>
<th>Project Name</th>
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<tr>
<td>3H2002</td>
<td>M&amp;R Bond</td>
<td>Planning &amp; Design for FY21 Projects in IM (the Barn), Pugsley Center, and Lincoln Music Hall</td>
<td>Building Integrity</td>
<td>Repair</td>
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<td>Enrollment Services Center, Animal Science Complex, Grove Hall</td>
<td>Planning &amp; Design for FY21 Roof Replacements</td>
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<td>Lincoln Hall</td>
<td>M&amp;R Projects to Support Future Capital Improvements - Classroom Upgrades, Restroom Upgrades, Asbestos Abatement</td>
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<td>M&amp;R Projects to Support Future Capital Improvements - Masonry Repairs, Central Utilities Upgrades, Asbestos Abatement, Joist Repairs</td>
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<td>Repair</td>
<td>$1,500,000</td>
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**FY20 HEFF M&R Projects Total**: $5,780,280

**FY20 HEFF M&R Projects Total**: $1,473,318
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<th>Project #</th>
<th>Building Name</th>
<th>Project Name</th>
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<td>Energy &amp; Utility Savings</td>
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<td>2H2068</td>
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</tbody>
</table>
I move to approve the FY20 Auxiliary System M&R projects as presented in Attachment I.

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**SOUTH DAKOTA BOARD OF REGENTS**

**Budget and Finance**

**Consent**

**AGENDA ITEM: 3 – P**

**DATE:** December 4-6, 2018

*-------------------------------------------------------------------------*

**SUBJECT**

FY20 Auxiliary System M&R Projects

**CONTROLLING STATUTE, RULE, OR POLICY**

BOR Policy 6:6 – Maintenance and Repair

BOR Policy 5:25 – Auxiliary Revenue System

**BACKGROUND/DISCUSSION**

The auxiliary system encompasses all the facilities that are pledged under the Board of Regents’ bond covenants – generally it includes the student unions, wellness centers, residential facilities and a number of the parking systems. To achieve an adequate maintenance and repair program for all auxiliary buildings, the goal is to spend an average of two percent a year of the total building replacement value. After the operating costs are covered, excess revenues flow to the Repair and Replacement Reserve Fund which is then available to fund maintenance projects. The fund is used to cover the cost of maintenance and repair, renewals, renovations, and replacements not paid as part of the ordinary operation.

Each year the institutions identify planned projects that will be funded with auxiliary funds. Approval of the list provides Board approval for the projects. Throughout the year, additional projects can be added or the list can be revised in accordance with Board Policy 6:6(8).

**IMPACT AND RECOMMENDATIONS**

The FY20 available funding is $13,380,700. The campuses must expend two percent on average over a five-year period.

Approval of the FY20 Auxiliary System Maintenance and Repair projects will allow the universities to begin project planning and completion in a timely manner.

**ATTACHMENTS**

Attachment I – Auxiliary System M&R Projects (includes the campus designated projects, the estimated project cost, and the project’s fund source)

*-------------------------------------------------------------------------*

**DRAFT MOTION 20181204_3-P:**

I move to approve the FY20 Auxiliary System M&R projects as presented in Attachment I.
# FY20 Auxiliary System Maintenance & Repair Projects

<table>
<thead>
<tr>
<th>Project #</th>
<th>Building Name</th>
<th>Project Name</th>
<th>M&amp;R Class</th>
<th>Fund Source</th>
<th>Cost Estimate</th>
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<tbody>
<tr>
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<td>Courtyard Hall</td>
<td>Door Repair/ Replacement</td>
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<td>Emry Hall</td>
<td>Hydronic Pipe Re-Insulation- 2nd Floor</td>
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<td>Howard Peterson Hall</td>
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<td>FY20 Auxiliary M&amp;R Projects Total</td>
<td></td>
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<td>$1,345,000</td>
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</table>

## FY20 Auxiliary M&R Projects Total

- **Black Hills State University**
  - FY20 Auxiliary M&R Projects Total: $1,345,000
- **Dakota State University**
  - FY20 Auxiliary M&R Projects Total: $200,000
- **Northern State University**
  - FY20 Auxiliary M&R Projects Total: $350,000
- **South Dakota School of Mines & Technology**
  - FY20 Auxiliary M&R Projects Total: $1,303,000
<table>
<thead>
<tr>
<th>Project #</th>
<th>Building Name</th>
<th>Project Name</th>
<th>M&amp;R Class</th>
<th>Fund Source</th>
<th>Cost Estimate</th>
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<tbody>
<tr>
<td>3X2001</td>
<td>Meadows North</td>
<td>HVAC &amp; Stand Alone Boiler Renovations</td>
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<td>HVAC &amp; Stand Alone Boiler Renovations</td>
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<td>Pierson Hall</td>
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<td>Binnewies</td>
<td>Full building ceiling replacement</td>
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<td>Mathews Hall</td>
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<td>Residence Halls Infrastructure</td>
<td>Chilled Water Infrastructure Enhancements</td>
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<td>Residence Halls</td>
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<td>Mathews Hall</td>
<td>Ceiling Replacement</td>
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<td>3X2018</td>
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<td>3X2019</td>
<td>Parking Lots 134 &amp; 135</td>
<td>Access Modifications, Renovations, &amp; Repairs</td>
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<td>3X2020</td>
<td>Parking Lots 118 &amp; 163</td>
<td>Mill and Overlay Parking Lots</td>
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<td>Student Wellness Center</td>
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<td>3X2022</td>
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<td>Repaint Gymnasium/Spine Offices</td>
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<td>3X2023</td>
<td>Student Wellness Center</td>
<td>Install 3 Drop-down Volleyball Nets</td>
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<td>3X2025</td>
<td>Student Wellness Center</td>
<td>Replace Landscaping South &amp; West of Building</td>
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<td>3X2026</td>
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<td>Combine Studios B &amp; C</td>
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FY20 Auxiliary M&R Projects Total $7,886,700
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<th>Project #</th>
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<th>M&amp;R Class</th>
<th>Fund Source</th>
<th>Cost Estimate</th>
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<td>North Complex, Norton</td>
<td>Hazardous Materials Abatement (asbestos, lead paint)</td>
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<tr>
<td>2X2003</td>
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<td>North Complex, Burgess, Norton, Brookman, Coyote Village, McFadden</td>
<td>Testing &amp; Repair Fire Alarm</td>
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<td>McFadden, Coyote Village, Brookman, North Complex</td>
<td>Maintenance Painting and Finishes - Various Buildings</td>
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<td>North Complex</td>
<td>Replace RHD Office Door and Add Window</td>
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<td>Coyote Village</td>
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<td>Norton</td>
<td>Interior Renovations</td>
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<td>2X2024</td>
<td>323 E. Cherry House</td>
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<td>2X2025</td>
<td>Richardson/Olson</td>
<td>DDC Room Controls Update</td>
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<td>2X2026</td>
<td>Richardson/Olson</td>
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<td>Richardson/Olson</td>
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<td>RRR Fund</td>
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</tr>
<tr>
<td>2X2031</td>
<td>Muenster</td>
<td>Window Wall and Stil Replacement at MUC Addition</td>
<td>Repair</td>
<td>RRR Fund</td>
<td>$100,000</td>
</tr>
<tr>
<td>2X2032</td>
<td>Muenster</td>
<td>Electrical for Compartor</td>
<td>Repair</td>
<td>RRR Fund</td>
<td>$25,000</td>
</tr>
<tr>
<td>2X2033</td>
<td>Muenster</td>
<td>Fixed Kitchen Equipment</td>
<td>Repair</td>
<td>RRR Fund</td>
<td>$250,000</td>
</tr>
<tr>
<td>2X2034</td>
<td>Muenster</td>
<td>Install New Glass Door - Student Org Room</td>
<td>Renovation</td>
<td>RRR Fund</td>
<td>$20,000</td>
</tr>
<tr>
<td>2X2035</td>
<td>Wellness Center</td>
<td>Replace Water Heaters</td>
<td>Repair</td>
<td>RRR Fund</td>
<td>$20,000</td>
</tr>
<tr>
<td>2X2036</td>
<td>Wellness Center</td>
<td>Replace Plumbing Fixtures in Locker rooms</td>
<td>Renovation</td>
<td>RRR Fund</td>
<td>$35,000</td>
</tr>
<tr>
<td>2X2037</td>
<td>Wellness Center</td>
<td>Install Water Softener System</td>
<td>Renovation</td>
<td>RRR Fund</td>
<td>$30,000</td>
</tr>
<tr>
<td>2X2038</td>
<td>Wellness Center</td>
<td>Replace Flooring</td>
<td>Repair</td>
<td>RRR Fund</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

FY20 Auxiliary M&R Projects Total $2,296,000

Grand Total FY20 Auxiliary System M&R Projects $13,380,700
AGENDA ITEM: 3 – Q  
DATE: December 4-6, 2018

******************************************************************************

SUBJECT  
FY20 AES M&R Projects

CONTROLLING STATUTE, RULE, OR POLICY
SDCL 38-20A-4  
SDCL 38-20A-59  
BOR Policy 6:6 – Maintenance and Repair

BACKGROUND/DISCUSSION
Maintenance and repair projects for the Agricultural Experiment Station (AES) are funded by the pesticide tax, enacted by the South Dakota Legislature in 1998 and amended by the 2018 Legislature (SB34). For each annual application fee of $120.00 collected, the Agricultural Experiment Station receives $15 and the Cooperative Extension Service receives $10.

IMPACT AND RECOMMENDATIONS
The pesticide fee revenue allotted to AES is to be used entirely for AES maintenance and repair projects. The pesticide fee revenue for AES is projected to be $225,000. The attached project list totals $330,700. AES will supplement the pesticide funds with available local funds to ensure the projects can be accomplished. Funding sources will be identified when the project work orders are submitted.

Approval of the FY20 AES M&R projects will allow SDSU to begin project planning and completion in a timely manner.

ATTACHMENTS
Attachment I – FY20 AES M&R projects requested by SDSU

******************************************************************************

DRAFT MOTION 20181204_3-Q:
I move to approve the AES M&R projects for FY20 as requested.
**South Dakota State University**  
**Agricultural Experiment Station (AES)**  
**FY20 Maintenance & Repair Projects**

<table>
<thead>
<tr>
<th>Project #</th>
<th>Building Name</th>
<th>Project Name</th>
<th>M&amp;R Category</th>
<th>M&amp;R Class</th>
<th>Funding Source</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>3A2001</td>
<td>Swine Unit</td>
<td>Fencing Repairs</td>
<td>Infrastructure</td>
<td>Repair</td>
<td>Pesticide Tax</td>
<td>$15,000</td>
</tr>
<tr>
<td>3A2002</td>
<td>Cottonwood AES</td>
<td>Feedlot Replacement</td>
<td>Infrastructure</td>
<td>Repair</td>
<td>Pesticide Tax</td>
<td>$21,000</td>
</tr>
<tr>
<td>3A2003</td>
<td>Dairy Science Farm</td>
<td>Road System Repairs and Drainage Modifications</td>
<td>Infrastructure</td>
<td>Repair</td>
<td>Pesticide Tax</td>
<td>$11,000</td>
</tr>
<tr>
<td>3A2004</td>
<td>Feed Processing Unit</td>
<td>Boiler Replacement</td>
<td>Building Integrity</td>
<td>Repair</td>
<td>Pesticide Tax</td>
<td>$85,700</td>
</tr>
<tr>
<td>3A2005</td>
<td>Volga - Grassland</td>
<td>House Removal</td>
<td>Programmatic Suitability</td>
<td>Alteration</td>
<td>Pesticide Tax</td>
<td>$10,000</td>
</tr>
<tr>
<td>3A2006</td>
<td>Oak Lake Field Station</td>
<td>Basement for House Relocation</td>
<td>Programmatic Suitability</td>
<td>Renovation</td>
<td>Pesticide Tax</td>
<td>$40,000</td>
</tr>
<tr>
<td>3A2007</td>
<td>SD AES Farm Department</td>
<td>Replace Bin(s) for Feed Storage</td>
<td>Infrastructure</td>
<td>Renovation</td>
<td>Pesticide Tax</td>
<td>$50,000</td>
</tr>
<tr>
<td>3A2008</td>
<td>Dairy Research &amp; Training</td>
<td>Feed Storage Pad</td>
<td>Infrastructure</td>
<td>Renovation</td>
<td>Pesticide Tax</td>
<td>$10,000</td>
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<tr>
<td>3A2009</td>
<td>Agronomy Horticulture Plant Science</td>
<td>Greenhouse Control System</td>
<td>Programmatic Suitability</td>
<td>Renovation</td>
<td>Pesticide Tax</td>
<td>$80,000</td>
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<tr>
<td>3A2010</td>
<td>Dairy Science Farm</td>
<td>Shade Structures for South Pasture</td>
<td>Programmatic Suitability</td>
<td>Renovation</td>
<td>Pesticide Tax</td>
<td>$8,000</td>
</tr>
</tbody>
</table>

FY20 M&R Projects Total $330,700
SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM:  3 – R (1)
DATE:  December 4-6, 2018

*****************************************************************************

SUBJECT
BOR Policy 5:8 – Acceptance of Gifts (First & Final Reading)

CONTROLLING STATUTE, RULE, OR POLICY
None

BACKGROUND / DISCUSSION
In an attempt to transition the BOR policies into the new format, BOR Policy 5:8 has been updated to include the purpose of the policy, definitions, and put in the new format. The policy revisions were reviewed by the Council of Presidents and Superintendents in October 2018.

IMPACT AND RECOMMENDATIONS
There are no substantial changes to the policy.

ATTACHMENTS
Attachment I – BOR Policy 5:8 – Acceptance of Gifts

*****************************************************************************

DRAFT MOTION 20181204_3-R(1):
I move to (1) waive the two-reading requirement of By-Laws Section 5.5.1, and (2) approve the first and final reading of BOR Policy 5:8 – Acceptance of Gifts as shown in Attachment I.
SUBJECT: Acceptance of Gifts

NUMBER: 5:8

A. PURPOSE

To ensure the acceptance of gifts is consistent throughout all South Dakota Board of Regents institutions, and provide guidance to donors and/or their advisors in the gifting process of cash or property. This policy does not pertain to gifts made to the foundations.

B. DEFINITIONS

None

C. POLICY

It is the policy of the Board that no gift shall be accepted that could impose present or future legal obligations on the Board or the State without Board approval and until the attorney general certifies that the gifts are free from such obligations.

1. Limitations on Gift Acceptance

1.1. The Board may accept, receive, and administer gifts, other than for real property or funds for building purposes that do not impose a present or future obligation on the Board or the State.

1.1.1. Subject to the limitations set forth above, institutions may take possession of the gift, however the institution must bear the cost to return the gift if approval is not given.

1.2. Gifts of real property and of funds for building purposes may not be accepted without specific legislative approval, if the cost to the state exceeds one thousand dollars in any one year. (See Policy 6:2).

1.3. Gifts that could impose present or future obligations on the Board or the state may not be accepted without Board approval and until the attorney general certifies that the gifts are free from such obligations.

3. Subject to the limitations set forth above, institutions may take possession of the gift, however the institution must bear the cost to return the gift if approval is not given.
1. The Board of Regents may accept gifts of buildings, or other property, real or personal, and of funds for building purposes from the federal government provided that the acceptance of such gift is approved by the Governor.

3. Subject to the limitations set forth above, institutions may take possession of the gift, however the institution must bear the cost to return the gift if approval is not given.

FORMS / APPENDICES:
None

SOURCE:
BOR; April 1987; SDCL 13-51A-1; SDCL 13-51A-2; SDCL 13-51A-3; SDCL 13-52; BOR; September 1992; October 2007.
I move to (1) waive the two-reading requirement of By-Laws Section 5.5.1, and (2) approve the first and final reading of BOR Policy 6:4 – Capital Improvements as shown in Attachment I.
Changing the Design-Build steps will align with how this process will work according to OSE guidance. The Design-Build process is rarely used by the Board.

The major changes are highlighted.

ATTACHMENTS
Attachment I – BOR Policy 6:4 – Capital Improvements
SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Capital Improvements

NUMBER: 6:4

A. PURPOSE

To document the necessary steps for moving a capital project request forward.

B. DEFINITIONS

1. Capital Improvement: Any repair, rebuilding, renovation, alteration or construction project, that has a cost of $1.5M or more shall be classified as a capital improvement. (SDCL 5-14-3)

C. POLICY

Building committees are assigned to capital improvements and the universities must garner all the necessary approvals from the Board and building committee before proceeding to the next step.

1. Scope of Chapter

As provided in SDCL § 5-14-1, capital improvements include expenditures for new construction or for the purchase of land and improvements affixed to it. Policy Numbers 6:1 and 6:2 govern the purchase of land and improvements. The present policy relates to new construction and other projects with a cost of $1.5M or more.

1.1. Capital improvements include:

- The erection of a new facility;
- The addition, expansion or extension of an existing facility that adds to the facility’s overall external dimensions or adds to the total gross square footage of the facility;
- Any major maintenance, repair, renovation or alteration project, as defined in Policy Number 6:6, whose cost exceeds $1,500,000 whether done in phases or not.

1.2. Cost objects recognizable as capital improvement expenditures include:

Architectural and engineering services, site preparation, construction, furnishing, equipping such buildings and facilities or subsystems for use, including heating, plumbing, ventilation, water, sewer, and electrical facilities with necessary connections to existing systems, asbestos abatement where necessary, the construction of sidewalks, and the landscaping of grounds.
1.2.1. No costs associated with the acquisition of land may be charged against appropriations provided for new construction.

2. **Justification for a New Facility**

Requests for capital improvements may be justified in one or more of the following circumstances:

- Where the new construction shall replace a facility or subsystem that has become inadequate through deterioration or obsolescence and that cannot be renovated at a cost below fifty percent of the facility replacement value;
- Where new construction shall provide the most effective and economical means to meet current operational requirements;
- Where new construction shall provide the most effective and economical means to meet new operational requirements, such as may arise from increased enrollments; and
- Where the new construction shall upgrade existing facilities or subsystems to reasonable standards of safety set forth in safety codes or other suitably documented safety standards.

3. **Review and Approval of Capital Improvements Requests**

The review and approval of capital improvement projects involves four distinct phases. Board approval is required before a project may advance from one stage to another. All projects over $1,500,000 should be submitted for approval as governed by Board Policy 6:6. A flow chart detailing the Board’s internal procedure can be found at the end of this policy. All non-revenue projects require legislative approval, which usually happens after the facility program plan although it may happen at different stages.

3.1. Preliminary Facility Statement - Requests to initiate the formal review of proposed capital improvement projects must be accompanied by a preliminary facility statement prepared by the institution that addresses the following:

- General programmatic needs to be addressed;
- Analysis of the student body or constituents to be served;
- Additional services to be offered;
- Compliance with master plan;
- Analysis of needs assessment based on the facilities utilization report;
- Location;
- Reallocation or demolition of old space, if any;
- Proposed funding source/sources; and
- Budget for development of a Facility Program Plan.

3.2. Facility Program Plan - If the Board authorizes the preliminary facility statement for a proposed capital improvement project, the institution shall prepare a facility
If an A/E firm will be involved in the development of the program plan, a building committee will need to be appointed to interview A/E firms for the purpose of developing the facility program plan and for the final design stage (see BOR Policy 6:5). The facility program plan must be approved before a capital improvement project is authorized for submission to the Legislature unless the project received legislative authorization through a previous capital improvement planning process. The program plan shall address the following:

- Programmatic justification for discrete spaces (classrooms, offices, etc.);
- Gross square footage;
- Site analysis;
- Description of key building features;
- Illustrative floor plans;
- Initial cost estimates and funding sources;
- Identification of fund sources and impact to campus maintenance and repair.

Budget and sources for ongoing operational costs including janitorial, utilities, and other costs. The operational cost projections should identify the estimates of utilities, custodial and maintenance services, supplies, materials, equipment, etc. The impact to utility budgets and WAPA electrical allocations must be provided. Options for mitigating this impact shall be included in the form of a facility life cycle cost analysis which includes utility, maintenance and operation costs.

If the operational costs are to be covered by general funds, the request should identify how the costs shall be funded if no new funds for operational costs are appropriated as well as the resulting impact of the realignment to the overall campus budget.

3.2.1. In conjunction with an approval to proceed, the Board shall also designate the source of funds – state, federal, revenue or private/foundation gifts – for the cost of a) construction; b) ongoing operations, and c) M&R. The Board may elect to use different sources of funds, totally or partially, for any facility construction, operations or M&R cost components.

3.2.2. If the Board requires capital improvement projects funded totally or partially from private donations or foundation funds to have ongoing operational and annual M&R expenditures covered by private donation or foundation funds, a financing plan shall be required.

3.2.3. This plan may be financed through the establishment of an endowment, annuity, operational revenues, or other external funds. If the plan includes the establishment of an endowment or annuity, the plan should identify the size of the endowment or annuity that shall be established to defray the operational and M&R expenditures over the projected life of the project, including reserves needed to fund demolition of the structure, and the assumptions used to project sufficient funds to cover the estimated
costs. If an endowment is used, the plan should address the disposition of endowment corpus in the event the building is taken out of service.

3.3. Facility Design Plan

The Facility Design Plan must be approved by the building committee prior to being submitted to the Board for approval. This phase of the project planning process shall address the following:

- Architectural, mechanical and electrical schematic design;
- Changes from facility program plan;
- Impact to existing building or campus-wide heating/cooling/ electrical systems;
- Total construction cost estimates (see 1.2.); and
- Changes from cost estimates for operational or M&R expenses.

3.3.1. The facility design costs should be part of the project costs and funded out of the approved revenue sources for the project.

3.3.2. If the facility is a non-revenue capital improvement project, the Board may approve the submission of legislation to authorize the construction and secure funding for the project.

3.3.3. Final Board approval of the project is granted with approval of the Facility Design Plan.

3.4. Facility Bid Documents

After the Board’s approval of the facility design plan in 3.3.3. above, the building committee will proceed with final bid documents.

3.4.1. The final bid documents, including plans and specifications, must be reviewed and approved by the building committee prior to issuing the bid documents to contractors for bids. This review and approval may be concurrent with BOA/OSE and institutional final review and approval.

3.4.2. If either the final cost estimates or the bids, including a reasonable contingency, exceed the approved level of funding, the project must come back to the Board for approval of a revised budget.

3.4.3. The building committee can work with OSE and the A/E firm to value engineer to get the project within budget. Any changes proposed by the BOA/OSE, the A/E, or the institution that would significantly alter the facility program plan or the design plan and building functionality must be reviewed and approved by both the building committee and the Board.

3.5. Construction

Once the bids are approved by the building committee and the financing plan is in place, the project proceeds to construction.

4. Capital Improvement List
If an institution has more than one capital improvement project, a priority order must be established for the non-revenue academic projects and the revenue projects. Projects and estimated costs will be categorized into the following funding categories: HEFF; Institutional; Federal; Private; GAF; Student Rents; Student Fees; Other. Prioritized lists must be submitted with the institution’s annual fiscal operating budget request. Projects placed on the capital improvement list should not be placed on maintenance and repair lists.

4.1. A capital improvement status report will be provided to the Board at each meeting identifying the status and stage of each active capital improvement project.

5. **Bureau of Administration Responsibility**

   The Bureau of Administration shall be responsible for all capital improvements pursuant to SDCL § 5-14-2 and the funds appropriated shall be paid on warrants drawn by the state auditor on vouchers duly approved by the Bureau of Administration, the authorized representative of the institution and the board.

6. **Construction Methodologies**

   The following flowchart identifies the approvals necessary using the common building methods used by the state and the Board.
**Design-Bid-Build**
- Board approves preliminary facility statement
- Campus develops Program Plan \& submits to Board for approval. It is approved by Board, or if A/E is needed, Board approves preliminary facility statement.
- President of Board assigns building committee
- Work Request submitted to OSE for project
- Building committee interviews \& selects A/E for project
- Campus \& A/E develop program plan \& get Board approval.
- Academic projects require legislative approval.
- Building committee \& Board approve final design \& budget.
- Building committee approves final bid documents \& specs, \& guaranteed maximum price if within approved budget.
- Building committee approves the bids if within budget.
- Project proceeds to construction.
- Building committee oversees project.

**Construction Management**
- Board approves preliminary facility statement
- Campus develops Program Plan \& submits to Board for approval. It is approved by Board, or if A/E is needed, skip this step.
- President of Board assigns building committee
- Work Request submitted to OSE for project
- Building committee interviews \& selects A/E for preliminary work only.
- Campus \& A/E develop program plan \& get Board approval Board approves
- Academic projects require legislative approval.
- Building committee interviews \& selects construction management firm
- Building committee \& Board approve final design plan \& budget, guaranteed
- Building committee approves final bid documents \& specs, \& guaranteed maximum price if within approved budget.
- Building committee approves the bids if within budget
- Project proceeds to construction
- Building committee oversees project

**Design-Build**
- Board approves preliminary facility statement
- Work Request submitted to OSE for project
- Campus \& OSE develop Program Plan \& submit to Board for approval.
- Design criteria and RFP completed by campus and OSE & technical review completed
- Building Committee approves design criteria and budget
- Proposals reviewed by technical team, scored and best and final offer requested
- Building committee approves design criteria and budget
- OSE notifies building committee of results, selects the final design build firm.
- Building committee awards project to winning firm if within budget. Board approves final
- Project proceeds to construction.
- Building committee oversees project.

*Academic projects require legislative approval*

Campus & OSE develop Program Plan & submit to Board for approval, if it is approved by Board, or if A/E is needed, skip this step.
FORMS/APPENDICES:
None.

SOURCE:
BOR June 1991; September 1991; April 1992; September 1992; December 1993; March 1995; October 1996; October 1998; December 2000; October 2002; March 2004; August 2006; April 2007; June 2010; August 2017; ____________.
I move to (1) waive the two-reading requirement of By-Laws Section 5.5.1, and (2) approve the first and final reading of BOR Policy 6:10 – Legislative Authorization of Private or Grant Funded Facilities as shown in Attachment I.
SUBJECT: Legislative Authorization of Private or Grant Funded Facilities

NUMBER: 6:10

A. PURPOSE
   To require that funding is in place before requesting legislation for capital projects.

B. DEFINITIONS
   1. Capital Projects: Any repair, rebuilding, renovation, alteration or construction project that has a cost of $1.5M or more. (SDCL 5-14-3)

C. POLICY
   1. Guaranteed Funding
      Before a building capital project may proceed to legislative authorization, private or grant dollars committed to the facility must be in-hand, pledged or guaranteed in writing by the university foundation, donor or funding entity.

FORMS / APPENDICES
None

SOURCE:
BOR, May 2009: ______________.
SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

Consent

AGENDA ITEM:  3 – R (4)
DATE:  December 4-6, 2018

******************************************************************************

SUBJECT
BOR Policy 7:2 – IT Security Policy for Employees Leaving the BOR System (First & Final Reading)

CONTROLLING STATUTE, RULE, OR POLICY
None

BACKGROUND / DISCUSSION
In an attempt to transition the BOR policies into the new format, BOR Policy 7:2 has been updated to include the purpose of the policy, definitions, and put in the new format. The policy revisions were reviewed by the Business Affairs Council, the Technology Affairs Council, and the Council of Presidents and Superintendents in October 2018.

IMPACT AND RECOMMENDATIONS
There are no substantial changes to the policy.

ATTACHMENTS
Attachment I – BOR Policy 7:2 – IT Security Policy for Employees Leaving the BOR System

******************************************************************************

DRAFT MOTION 20181204_3-R(4):
I move to (1) waive the two-reading requirement of By-Laws Section 5.5.1, and (2) approve the first and final reading of BOR Policy 7:2 – IT Security Policy for Employees Leaving the BOR System as shown in Attachment I.

3967
A. PURPOSE
   To secure university assets and data when an employment relationship ends.

B. DEFINITIONS
   None

C. POLICY

1. Information Technology Rights
   1.1. Upon resignation, retirement, or termination, it shall be the policy of the Board of Regents that all information technology services, support, and equipment will be rescinded and recovered at the time that the employee’s status changes. It is the intent of the BOR that all security measures performed during access afforded while an individual is employed will be removed prior to that person’s employment status change and that all information technology rights and privileges granted during employment will be properly removed.

   1.2. When an individual will have a continuing relationship after employment ends, security access and technology use will be afforded on a limited basis as determined by the entity’s Chief Information Officer.

2. Intellectual Property Rights
   Insofar as Board policy recognizes employee intellectual property rights in works of authorship or data stored on the information technology equipment, employees shall be accorded a reasonable opportunity to make copies, at their expense, of such property. Each institution can determine an appropriate period of time to phase out e-mail services.

FORMS / APPENDICES:
   None
SOURCE:
BOR; October 2008; ____________.
I move to (1) waive the two-reading requirement of By-Laws Section 5.5.1, and (2) approve the first and final reading of BOR Policy 7:3 – Campus Alert System as shown in Attachment I.
SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Campus Alert System

NUMBER: 7:3

A. PURPOSE

To require contact information for all students and employees in the Campus Alert System and to encourage additional personal contact information be provided.

B. DEFINITIONS

None

C. POLICY

1. Campus Alert System

The universities and the special schools have the capacity to get notification out to all students and staff during an emergency using an automated system called the Campus Alert System. The notices can be sent to an email address, a land-line phone, or a cell phone via voice or text. The notices can follow a hierarchy path as identified by the subscriber to insure notification. All staff and students are encouraged to provide personal contact information for the Campus Alert System.

A. 1.1. Staff Participation

Employee campus–assigned email addresses will automatically be included in the emergency notification system. Employees are required to register for the Campus Alert System and add any campus land-line phone number and the phone number of any cell phone supported by the campus. Employees are encouraged to add personal contact information such as home or cell phone number, or personal email address, but this is not required.

B. 1.2. Student Participation

Student campus–assigned email addresses will automatically be included in the emergency notification system. Students are required to leave the campus–assigned email address in the Campus Alert System. Students are encouraged to add personal contact information such as home or cell phone number, or personal email address, but this is not required.
FORMS / APPENDICES:
None—

SOURCE:
BOR; March/April 2010; _______________.


SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 3 – R (6)
DATE: December 4-6, 2018

******************************************************************************

SUBJECT
BOR Policy 7:6 – Technology Purchases (First & Final Reading)

CONTROLLING STATUTE, RULE, OR POLICY
None

BACKGROUND / DISCUSSION
In an attempt to transition the BOR policies into the new format, BOR Policy 7:6 has been updated to include the purpose of the policy, definitions, and put in the new format. The policy revisions were reviewed by the Business Affairs Council, the Technology Affairs Council, and the Council of Presidents and Superintendents in October 2018.

IMPACT AND RECOMMENDATIONS
The purchasing guidelines in 3.2 have been raised from $25,000 to $50,000 to be in-line with other purchasing practices and policies.

A change was made to section 5 allowing the campuses to have campus-wide licenses as long as no standard has been established.

No other significant changes have been made.

ATTACHMENTS
Attachment I – BOR Policy 7:6 – Technology Purchases

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DRAFT MOTION 20181204_3-R(6):
I move to (1) waive the two-reading requirement of By-Laws Section 5.5.1, and (2) approve the first and final reading of BOR Policy 7:6 – Technology Purchases as shown in Attachment I.
SUBJECT: Technology Purchases

NUMBER: 7:6

A. PURPOSE
To document the necessary approval for technology purchases.

B. DEFINITIONS
None

C. POLICY
1. System Standards
   In order to ensure compliance with Information Technology standards adopted by the Board of Regents and to take advantage of the opportunity for cost savings and operational efficiencies through system-standards and system-wide purchases, technology purchases of equipment and software must adhere to established standards.

2. Technology Standards
   2.1.A. The system will identify appropriate standards where necessary working with the appropriate councils to review options and adopt standards. Institutions are required to adhere to the standard when purchasing technology systems, equipment or software.

3. Networking Equipment and Software
   3.1.A. Purchases related to networking and security system purchases which have been adopted as standards for the system may be purchased according to normal purchase policies.
   3.2.B. Where a standard has not been established for networking equipment or related software, the institutions may proceed with purchases as long as the cost is less than $25,000-$50,000 per item.

4. Administrative Software Purchases
4.1. All administrative software purchases that supplement or enhance the functions of the standardized systems, including but not limited to the student or finance systems, must be reviewed by the appropriate councils and the technology council before a purchase can be made.

4.2. Administrative software systems that cost more than $25,000–$50,000 per annum should be reviewed by the appropriate councils and the technology council before a purchase can be made.

5. **Instructional Software Purchases**
   
   5.1. All software purchases that supplement or enhance the functions of the standardized systems, including the student learning system, must be reviewed by the appropriate councils and the technology council before a purchase can be made.

   B. Any campus-wide license for use by students or faculty should be reviewed by the appropriate council and the technology council to determine if a standard should be established or if the campus may move forward with a purchase.

   5.2. Software purchases for individual departments or faculty should be reviewed and approved by the campus CIO.

6. **Instructional Equipment**
   
   6.1. Classroom equipment must be compatible with the established network standards and equipment and is the responsibility of the local CIO.

7. **Research Technology**
   
   7.1. Researchers, research offices, and campus Chief Information Officers must strive for open communications in proposing and implementing new research technology and software on the campuses.

   7.2. Research technology and or software bought through grants or through sponsored research needs to follow local purchasing approvals and be reviewed by the campus CIO to determine if the items are compatible with the technology infrastructure.

   7.3. When grant proposals require new technologies or equipment that is not compatible with the current technology infrastructure, the CIO and researcher will agree on how the research and technology will be supported, and if necessary, how the costs will be covered by the grant.

   D.7.4. The institutions may require final approval of all research technology equipment included in grant proposals, and the final authority is the president or his/her designee.

8. **Purchase Approvals**
8.1.A. An exception can be made to this policy if a purchase is approved by the system networking and security administrator, the director of Regents Information Systems, BOR chief information officer or the system vice president of finance and administration.

FORMS / APPENDICES:
None

SOURCE:
BOR, December 2010;________________.
I move to approve the request by Northern State University to name its new science building the “Harvey C. Jewett IV Regional Science Education Center.”
individual associated with a corporation should be handled as any naming for an individual.

3. Prior to recommending to the Board the naming of a facility or programmatic unit for a person, family or organization, the president or superintendent shall have a reasonable assurance that:
   A. the proposed name will bring additional honor and distinction to the institution,
   B. the recognition implied by the naming is appropriate for the behavior exhibited by the individual, family, or organization, and
   C. any philanthropic commitments connected with the naming can be realized.

**IMPACT AND RECOMMENDATIONS**

The naming request from NSU meets the requirements of Board Policy 1:27, and therefore, Board staff recommends approval by the Board.

**ATTACHMENTS**

Attachment I – Naming Request Form & Memo
South Dakota Board of Regents

Naming Request Form

Request for Naming of Campus Facilities,
Programmatic Units, or Funded Academic Honors

Please send this completed form to BORSEC@sdbor.edu.

Date Request Submitted: 11-1-18

Name of Institution: Northern State University

Current Name: currently under construction

Proposed Name: Harvey C. Jewett IV Regional Science Education Center

Effective Date and Duration of Proposed Name: August, 2019 and in Perpetuity

Location on Campus: NE corner of campus

Purpose of Facility, Space, or Program to be Named: Academic Building for Science

If the naming request is the result of a gift, is the institution currently in possession of the gift?:

If the naming request is the result of a gift agreement that provides the donor the right to name the facility, when and how was the Board apprised of such an agreement in advance? (Please submit the gift agreement with this form.)

________________________

Rationale for Proposed Name (Include in the space below, or attach documentation):

On behalf of the Anonymous Donor, Senior Cabinet and myself, I am respectfully submitting a request to name the science building currently under construction on the Northern State University campus after Harvey C. Jewett IV. Mr. Jewett served on the S.D. Board of Regents for 20 years, over half of which were as the President and was the longest serving President to date. Mr. Jewett’s contributions to the higher education program and the State of South Dakota are significant both in time, talent and donations.

Mr. Jewett’s contribution to the development and sustenance of the Great Plains Education Foundation; his longevity with the SD Board of Regents; and humble but passionate work for higher education is unmatched in South Dakota. As the Board can attest, Mr. Jewett has worked tirelessly for the betterment of not only Aberdeen, our region, but the entire State of South Dakota and has done so without wanting any acknowledgement, recognition or accolades. We believe the naming of this building as the Harvey C. Jewett IV Regional Science Education Center would be a small token for his lifetime of contributions, serving as a legacy to Mr. Jewett.

It is for the aforementioned reasons, and many more, that we request permission from you and the South Dakota Board of Regents to officially name the building, during the December 2018 meeting of the Board, as the “Harvey C. Jewett IV Regional Science Education Center”.

Thank you for your time and consideration.
Authorization for Use of Name

I, the undersigned, authorize the use of my name for the proposed naming request specified above.

Signature

[Signature]

Harvey C. Jewett IV

Printed Name

Campus Authorization of Naming Request

I, the undersigned President/Superintendent, have a reasonable assurance that the proposed name will bring additional honor and distinction to the institution, the recognition implied by naming is appropriate for the behavior exhibited by the individual, family, or organization, and any philanthropic commitments connected with the naming can be realized. I certify that this naming request meets the criteria required by Board of Regents Policy 1:27, which key requirements are stated below:

1. When naming a facility or programmatic unity for a person, family, or organization where there is no gift, the proposed honoree shall have achieved distinction in one or more of the following ways:
   a. Serving the university in an academic or administrative capacity with high distinction, or
   b. By contributing in other exceptional ways to the welfare and reputation of the university, to education, or the community in general.

OR

2. When naming a facility or programmatic unit for a person, family, or organization where there is a gift to the institution, consideration has been given to the following factors:

   a. The significance of the gift to the likely realization or success of a facility project or programmatic unit, based on the following guidelines:
      i. A name proposed for a new facility or a facility to be renovated so as to recognize a gift to the institution may be considered when the gift represents a substantial component of the projects' total cost.
      ii. A name proposed for an existing but presently un entitled facility so as to recognize a gift to the institution may be considered when the gift represents a significant portion of the value of the facility.
      iii. A name may be proposed for a programmatic unit to recognize an endowed gift to the institution if the gift is similar to donations received for comparable naming at peer institutions, provided that any associated endowment will be sufficient to sustain the program or a substantial portion of it, since the naming shall be in effect for the life of the program.
      iv. If a fund raising drive or a contractual agreement may involve naming that is subject to Board approval, the Board must be apprised of such initiatives in advance.
      v. Before recommending a name in honor of an individual, corporate, or commercial entity, institutions must avoid any appearance of commercial influence or conflict of interest by taking additional due diligence. The naming for an individual associated with a corporation should be handled as any naming for an individual.
         a. Corporate names may be used to designate individual rooms or suites of rooms, as well as endowed chairs and professorships. Plaques in public spaces within buildings may recognize the contributions of corporations. The size, design, and wording of plaques and other signs that acknowledge corporate generosity and express institutional appreciation should be modest in size and appropriate to the public university or school setting.
         b. the urgency or need for the project or program, or continuing support for the program,
         c. the standing of the individual, family, or entity in the community or profession,
         d. the nature and duration of the relationship of the proposed honoree to the university.

President/Superintendent Signature

[Signature] 11/2/18

Date

3980
MEMORANDUM

TO:       Dr. Paul Beran, Executive Director SDBOR
FROM:     Timothy M. Downs, President
RE:       Regional Science Education Center Building Naming
DATE:     November 1, 2018

Dear Dr. Beran,

On behalf of the Anonymous Donor, Senior Cabinet and myself, I am respectfully submitting a request to name the science building currently under construction on the Northern State University campus after Harvey C. Jewett IV. Mr. Jewett served on the S.D. Board of Regents for 20 years, over half which were as the President and was the longest serving President to date. Mr. Jewett’s contributions to the higher education program and the State of South Dakota are significant both in time, talent and donations.

Mr. Jewett’s contribution to the development and sustenance of the Great Plains Education Foundation; his longevity with the SD Board of Regents; and humble but passionate work for higher education is unmatched in South Dakota. As the Board can attest, Mr. Jewett has worked tirelessly for the betterment of not only Aberdeen, our region, but the entire State of South Dakota and has done so without wanting any acknowledgement, recognition or accolades. We believe the naming of this building as the Harvey C. Jewett IV Regional Science Education Center would be a small token for his lifetime of contributions, serving as a legacy to Mr. Jewett.

It is for the aforementioned reasons, and many more, that we request permission from you and the South Dakota Board of Regents to officially name the building, during the December 2018 meeting of the Board, as the “Harvey C. Jewett IV Regional Science Education Center”.

Thank you for your time and consideration.

Office of the President, 1200 South Jay Street, Aberdeen, South Dakota 57401-7198, (605) 626-2521, Fax (605) 628-3970
I move to grant the Executive Director the authority to finalize and execute the amendment lease in substantially similar form to that set forth in Attachment I.
ATTACHMENTS
Attachment I – Signed Inman House Lease
Attachment II – Inman House Lease Amendment
January 8, 2018

Guilherme Costa  
General Counsel  
South Dakota Board of Regents  
306 E. Capitol Avenue, Suite 200  
Pierre, SD 57501-2545

RE: Lease of 415 E. Main Street, Vermillion, Clay County, South Dakota

Dear Mr. Costa:

Per your email instructions, enclosed is a signed and notarized original lease agreement governing the above-referenced property.

Sincerely,

Nick Kotzea, JD  
Deputy General Counsel &  
Assistant Secretary to the Board

Enclosure (1)
LEASE AGREEMENT
(December 6, 2017)

THIS LEASE AGREEMENT ("Lease"), made this 5th day of January, 2018, by and between the SOUTH DAKOTA BOARD OF REGENTS, as the governing board of the University of South Dakota ("Lessor"), and the UNIVERSITY OF SOUTH DAKOTA FOUNDATION, INC. ("Lessee").

NOW, THEREFORE, in consideration of the mutual benefits to be enjoyed by the parties hereto, the Lessee and the Lessor hereby agree as follows:

ARTICLE I
PROPERTY AND TERM

Section 1.1. Leased Property: The real property being leased is located at 415 East Main Street Vermillion, Clay County, South Dakota ("Premises"). The Premises are used as the residence of the University of South Dakota ("University") President and for University gatherings. Title to the land and all improvements thereon that is the subject of this Lease is held by the State of South Dakota, and Lessor warrants that, pursuant to SDCL § 13-49-11, it has been empowered to control the land and all improvements thereon and authorized to lease it.

Section 1.2. Purpose of the Lease and Permission: The purpose of the Lease for the described Premises is to provide for periodic renovations to the structure and facilities on the Premises to ensure that the Premises remain viable for its intended uses. Under this Lease, the Lessee shall periodically renovate the structure and facilities on the Premises under the terms and conditions hereof and also as set forth specifically in Article IV. Lessor hereby permits use of the Premises by Lessee for the purposes of this Lease subject to all the terms and conditions stated herein. Lessee agrees to allow the University President to continue to reside on the Premises and for USD to continue to use the Premises for University gatherings, without payment.

Section 1.3. Property Rights: In conjunction with the Lease, Lessor hereby appoints Lessee as its agent in its name to execute such agreements and licenses on the Premises as may be consistent with law and necessary to achieve the purposes of the Lease; provided that, notwithstanding any other provision of law to the contrary, any right or interest so created, or arising therefrom, may be exercised only in a manner consistent with the restrictions on use set forth in this Lease; and provided, further, that no such right or interest may burden Lessor’s reversionary interests in the Premises, including any improvements thereto, upon the expiration of its stated term.

Section 1.4. As Is Acceptance: Lessee takes and accepts the Premises in its “as is” condition and subject to any zoning, covenants, conditions, restrictions, uses or easements, whether known or unknown, affecting the Premises. Lessor warrants and represents the property, to the best of its knowledge, is free from environmental hazard.

Section 1.5. Term: The term of the Lease shall be thirty (30) years, commencing on the ____ day of ____ , 20__ and terminating on the ____ day of ____ , 20__. Lessor and Lessee may
mutually agree to renegotiate new terms of this Lease consistent with all statutes in place at the time the Lease is renegotiated for an additional term of years.

Section 1.6. Delivery of Possession of Premises: Lessor agrees to deliver possession of the Premises to Lessee upon delivery of this fully executed Lease by Lessor to Lessee.

Section 1.7. Reservation of Mineral Rights: Lessor reserves all deposits of coal, ores, metals, and other minerals, asphaltum, oil, gas, geothermal resources, and other like substance in such lands, as required by SDCL § 5-2-12 and subject to the conditions stated therein.

ARTICLE II

LESSEE RENOVATIONS

Section 2.1. Renovations: Lessee shall provide for the design, financing, and renovation of the Premises, as often as Lessee determines is needed.

Section 2.2. Conditions of Renovations: Any and all renovations of the Premises by Lessee shall be subject to the following:

2.2.1. Lessee acknowledges that the Premises is part of the National Register of Historic Places and Lessee agrees to engage necessary third parties to ensure that the design plan of any renovations (i) will comply with the requirements fixed by applicable laws and ordinances as they may be promulgated from time to time for improvements, and (ii) will be in conformance with the Architecture and Landscape Guidelines for the specific facility, and that any renovations are performed appropriately and in conformance to all applicable laws and regulations.

2.2.2. Copies of all plans, specifications and renovation documents will be delivered to Lessee and held to be delivered to Lessor at such time as the Lease terminates. Such plans, specifications and renovation documents shall be provided in a format reasonably acceptable to the Lessor, as provided by Lessor in writing to Lessee. Such plans shall be approved in advance by Lessor or its designated advisory groups, if any. No project may be bid nor bid documents approved, nor, in the absence of a bidding process, may any substantive construction contract be let, until Lessor has approved the plans and specifications for the project.

2.2.3. Lessee agrees that any renovations made to the Premises will be designed to incorporate accessibility, fire and life safety systems, security systems, heating, ventilation and air conditions systems, waste emission and handling systems, and information or communications technology systems comparable with those required under then-current design criteria for similar buildings or other occupied structures located on the University campus. Lessee will, and will require its agents to, at all times, oversee work performed to keep all such safety and security systems in good working order and to assure their repair and replacement.
2.2.4. All costs associated with any renovation of the Premises will be borne by Lessee.

2.2.5. Lessee will be responsible for obtaining all required government permits, approvals, and compliance with all statutes, ordinances and regulations relating to renovations of the Premises.

2.2.6. Lessee, to the extent that it contracts with a third party for construction or related development services as part of renovations, shall obtain and shall maintain a payment bond satisfactory to assure that the Premises shall be free from mechanic’s, materialmen’s, municipal, or any other form of lien. Lessee shall promptly pay all contractors and materialmen, so as to avoid the possibility of a lien attaching to the Premises.

2.2.7. Nothing in this Lease shall be construed as consent on the part of the Lessor so as to subject the Lessor’s estate in the Premises to any lien or liability under applicable law. Nor shall any provision of this Lease be construed to constitute or to authorize creation of obligations that might constitute an indebtedness of University, the Lessor, or the State of South Dakota, within any constitutional or statutory limitation, and neither the taxing power nor the general credit of University, Lessor or the State of South Dakota is pledged to the performance of any obligation assumed by, or devolving upon, Lessor hereunder. Nothing in this Lease shall constitute debt to the State of South Dakota.

ARTICLE III

CONSIDERATION

Section 3.1. Rent: Lessee agrees that, upon execution of this Lease, Lessee shall be obligated for the payment of One Dollar ($1.00) for the first year of the Premises, and the payment of One Dollar ($1.00) on each anniversary thereof throughout the term of this Lease or any extensions thereof as fixed Annual Rent. Such payment shall be made to Lessor. Lessee may, upon execution of this Lease, prepay the non-refundable Annual Rent in full for the duration of the Term.

ARTICLE IV

PERMITTED USES

Section 4.1. Permitted Use: The Premises may be used by Lessee only for the following purposes:

4.1.1. Renovations to the Premises, together with such other uses as may be required under the circumstances to renovate the Premises. However, Lessee must provide reasonable notice to the University prior to engaging in any renovations that would disrupt the uses outlined in 4.1.2 and 4.1.3.
4.1.2. The Lessee agrees to allow the University President to reside on the Premises without payment.

4.1.3. Lessee agrees to allow the University to use the Premises for University gatherings, without payment.

4.1.4. The University shall remain responsible for all costs associated with maintaining and operating the Premises.

Section 4.2. Other Uses: The Premises may be used by Lessee for purposes other than those listed in Section 4.1 above, only upon the prior written consent of Lessor.

Additionally, and without limiting, the foregoing, the Lessee shall comply with all applicable federal, state and local laws, ordinances and regulations relating to the Premises; and Lessee shall not use or knowingly permit any part of the Premises to be used for any unlawful purpose.

Section 4.3. Environmental Laws: During the term of this Lease, Lessee shall comply with all environmental laws, ordinances, rules or regulations, and Lessee shall not permit the generation, creation, treatment, incorporation, discharge, escape, release or threat of release of any contaminant above, upon, under, within or from the Premises, and shall not permit any underground storage tanks containing any contaminant to be located upon the Premises.

Lessee must comply with all laws and maintain all relevant permits regarding storage, handling and disposal of all chemicals, including “select agents” and wastes, including bio-hazardous ones, using licensed contractors. Lessee will maintain an updated Material Safety Data Sheet (MSDS) for each applicable substance maintained on the Premises. Lessee chemical/waste contractors shall name Lessor as an additional insured on any insurance they carry. Lessee shall not use, store or dispose of any radioactive materials on the Premises. Lessee shall indemnify Lessor against environmental injury or liability.

Section 4.4. Contaminants: For the purpose of this Lease, contaminants includes a “Petroleum Product” as described in SDCL § 37-2-5, asbestos, or a “regulated Substance” as described in SDCL § 34A-12-1(8) or substances regulated under and defined in the provisions of 15 U.S.C. 2601-2671 (1989) (FWCPA) or 42 U.S.C. 6901-6999(i) (1989) (RCRA) or 42 U.S.C. 9601-9675 (1989) (CERCLA) or 42 U.S.C. 7401-7642 (1989) (CAA), and any corresponding federal and state regulations promulgated under the above federal and state statutes as well as amendments, deletions or corrections to such laws, ordinances, rules or regulations and further including laws, ordinances, rules or regulations concerning substances harmful to the environment which are passed subsequent to the commencement of this Lease and which will become effective during the term of this Lease and until Lessee surrender possession of the Premises. For illustrative purposes only and not by way of limitation, a partial listing of contaminants includes asbestos containing materials, gasoline, waste oil, lubricating oil, fuel oil, petroleum product distillates, solvents, paints, enamels, paint or enamel thinners, acetones, acids, pesticides, rodenticides, herbicides, fungicides, mercury, lead, cyanide, and polychlorinated biphenyl’s, or any combination of these substances, but does not include common household cleaning supplies. To the extent that any of
the above referenced laws, ordinances, rules and regulations are inconsistent, Lessor and Lessee agree that the interpretation favoring the classification of a substance as harmful to the environment shall be controlling.

Section 4.5. Removal of Contaminants: Lessee will, at its own expense, abate, remedy and remove any contaminant discovered on the Premises which was located, generated, created, stored, treated, incorporated, discharged, disposed of, allowed to escape, released or about to be released by Lessee.

Section 4.6. Lessee Operator: Lessor and Lessee agree that, for purposes of this Lease, Lessee shall hold harmless and indemnify the Lessor for any loss or damage caused thereby during or after the expiration of the Lease for loss or damage arising from violation of law, ordinance, rule or regulation as described in Sections 4.3, 4.4, and 4.5. The provisions of this section survive the termination of this agreement.

ARTICLE V

REPAIRS

Section 5.1. Repairs and Modifications: Lessor shall keep the property including all components and systems comprising its infrastructure, buildings, structures and grounds, in good repair and in clean, sanitary and safe condition, ordinary wear and tear excepted, and if necessary, or if required by proper governmental authority, shall make modifications or replacements thereof, and Lessor shall repair, modify, or replace such improvements to restore or to maintain their good condition.

ARTICLE VI

INDEMNITY

Section 6.1. Indemnification: Absent willful misconduct or gross negligence by the Lessor or its agents, Lessee shall indemnify and hold the State of South Dakota, the Lessor, the University, and their officers, agents, and employees harmless from all liabilities associated with the renovations to the Premises, including specifically liabilities arising under environmental laws. This Section does not require the Lessee to be responsible for or defend against claims or damages arising solely from acts or omissions of the State of South Dakota, the University, or their officer’s agents or employees.

ARTICLE VII

ASSIGNMENT AND SUBLetting

Section 7.1. Assignments and Subletting: Lessee may not assign or transfer interests in the Premises leased hereunder and subject to this Lease without the prior written consent of the Lessor.

Section 7.2. Limitation of Rights of User: All rights of users of the Premises shall be subordinate to that of the Lessor under this Lease and shall not survive the termination of this Lease.
Section 7.3. Trustees or Receivers: Neither this Lease nor any interest therein, shall pass to any trustees or receiver in bankruptcy, or any assignee for the benefit of creditors, or by operation of law.

Section 7.4. Binding on Successors: The covenants, agreements, obligations, and limitations on use herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns.

ARTICLE VIII
ACCESS TO PROPERTY

Section 8.1. Access and Inspection: The Lessor shall have the right to enter the Premises provided that such access to the Premises shall not unreasonably interfere with Lessee rights under this Lease.

ARTICLE IX
REMEDIES

Section 9.1. Lessor’s Right If Lessee Breaches: In the event of any breach hereunder by Lessee, after thirty (30) day written notice to Lessee and barring Lessee’s initiation of good faith efforts to cure such breach, the Lessor may terminate this Lease. If Lessor at any time by reason of such breach is compelled to pay, or elects to pay, any sum of money or does any act which will require the payment of any sum of money, or incurs any expense, including reasonable, actual attorneys’ fees and costs incurred by Lessor in connection with the recovery of possession of the Premises or the enforcement of any of the terms and provisions of this Lease, the sum or sums so paid by Lessor shall be deemed to be due from Lessee to Lessor.

Section 9.2. Lessor Default: Should the Lessor be in default under the terms of this Lease, the Lessor shall have a reasonable time in which to cure the same after written notice to the Lessor by Lessee.

ARTICLE X
TERMINATION OR EXPIRATION OF LEASE

Section 10.1. Termination of Lease: This Lease shall terminate upon (i) the expiration of the Term, (ii) cancellation by mutual agreement of parties, (iii) termination pursuant to Section 9.1, (iv) failure by Lessee to perform any obligation of Lessee under this Lease which failure is not cured after thirty (30) days written notice to Lessee (or if such failure cannot be cured within thirty (30) days, then within such reasonable period of time, provided Lessee proceeds promptly and diligently to cure such breach), whichever occurs first.

Lease Agreement Page 6 of 12
Lessee, at any time when Lessee is not in default hereunder may, and upon termination of this Lease if so requested in writing by Lessor, shall, surrender any renovations constructed by Lessee in good order, condition and repair, ordinary wear and tear and damage by condemnation and casualty excepted and in broom clean condition. All improvements shall remain on the land at the end of the Term unless removal is expressly allowed under this Lease or required pursuant to 10.2 of this Lease due to a failure to obtain legislative authorization for Lessor to take title or otherwise to pass title under a new lease, should such legislative authorization be required. Annual rent payments shall cease upon termination or expiration of lease.

Section 10.2. Acquisition of Property by State or Successor Lessee or Sublessee: Demolition, disassembly and removal of any improvements from the Leased Premises may be waived, in the sole discretion of Lessor, if: (1) no legislative authorization is required to accept any improvements made to the Premises, or (2) at any time during term of the Lease, the Lessee offers to convey title of the improvements made to the Premises at no cost to the State, and Legislature approves acceptance of the improvements in the Premises, should such legislative authorization be required; or (3) if successor Lessee (which may be Lessee), acceptable to Lessor, agrees to take ownership of the improvements in the Premises and enter into a lease with Lessor.

Section 10.3. Effect of Hold Over: In the event Lessee remains in possession of the Premises after the expiration of the tenancy created hereunder with the consent of Lessor and without execution of a new lease, it shall be deemed to be occupying the Premises as a Lessee from year-to-year, subject to all the other conditions, provisions and obligations of this Lease insofar as the same are applicable to year-to-year tenancy.

ARTICLE XI

NOTICES

Section 11.1. Delivery of Notice: Whenever under this Lease a provision is made for notice of any kind, such notice shall be in writing and shall be deemed sufficient to Lessee if actually delivered to Lessee, return receipt requested, postage prepaid, to the last Post Office address of Lessee furnished to Lessor for such purpose; and to Lessor if actually delivered to Lessor or if sent by registered or certified mail, return receipt requested, postage prepaid, to the Lessor at the addresses furnished for such purpose, or to the place then fixed for the payment of rent.

The Lessor designates its address as:

South Dakota Board of Regents
306 East Capital Avenue
Suite 200
Pierre, SD 57501-2545
ARTICLE XII

TITLE

Section 12.1. Right and Authority to Lease: Lessor covenants that it has full right and authority to enter into this Lease for the full term hereof. Lessor further covenants that Lessee, upon performing the covenants and agreements of this Lease to be performed by said Lessee, will have, hold and enjoy quiet possession of the Premises for the full duration of the term consistent with Article IV.

Section 12.2. Lessor Appointment of Lessee as Agent for Execution of Documents. Lessor authorizes Lessee to execute such other and further documents as are necessary to carry out the terms of this agreement and any renovations.

ARTICLE XIII

GENERAL

Section 13.1. Right to Repair: Subject to the easements referred to, and subject to prior conveyance by sublease, Lessor shall have the right to install, maintain, sue, repair and replace pipes, ducts, conduits, and wires, and any such systems, now in existence or hereafter developed and installed to handle power, communications, water or waste or like facilities support infrastructure, leading through the Premises in locations that will not materially interfere with the Lessee’s use thereof. Lessor shall give Lessee reasonable notice before performing such work.

Section 13.2. Taxes: Lessee will be solely responsible for any property taxes or assessments or any other applicable taxes arising because of its lease or use of the Premises. Lessee covenants and agrees to bear, pay and discharge promptly as the same become due and before delinquency, all taxes, assessments (whether special or general), fees or other charges levied, assessed, or
imposed on or with respect to the Premises, or any buildings or improvements owned by Lessee thereon (inclusive of all real and personal property).

Section 13.3. Relationship of Parties: Nothing contained herein shall be deemed or construed by anyone as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

Section 13.4. Cumulative Remedies and Nonwaiver: The various rights and remedies contained in this Lease shall not be considered as exclusive of any other right or remedy, but shall be as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to approval of any subsequent similar act.

Section 13.5. Headings: The headings of the several articles contained herein are for convenience only and do not define, limit or construe the contents of such articles.

Section 13.6. Binding Effect of Lease: The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns. Lessor, at any time and from time to time, may make an assignment of its interest in this Lease, and, in the event of such assignment and the assumption by the assignee of the covenants and agreements to be performed by Lessor herein, Lessor and its successors and assigns (other than the assignee of this Lease) shall be released from any and all liability hereunder.

Section 13.7. Amendment: This Lease may be amended at any time upon the mutual agreement in writing of the parties.

In the event that Lessee is under an obligation to notify lenders of prospective certain amendments in this Lease, the Lessee shall have sixty (60) days, from the time that the parties agree in writing to the terms of an amendment, in which to consult with the lender. The proposed amendment will become effective on the sixty-first (61st) day after the date of the parties written agreement, absent an objection from such a lender.

Section 13.8. Force Majeure: Whenever a period of time is herein provided for either party to do or perform any act or thing, that party shall not be liable or responsible for any delays, and applicable periods for performance shall be extended accordingly due to strikes, lockouts, riots, acts of God, shortages of labor or materials, national emergency, acts of a public enemy, governmental restrictions, laws or regulations, or any other cause or causes, whether similar or dissimilar to those enumerated, beyond its reasonable control. The provisions of this Section shall not operate to excuse Lessee from prompt payment of Annual Rent, additional rent or other monetary payments required by the terms of this Lease.

Lease Agreement
Section 13.9. Recording of Lease: Lessee shall not record this Lease without the written consent of the Lessor, which shall not unreasonably be withheld.

Section 13.10. Acceptance of Payment: No payment by a party or receipt by the other party of a lesser amount than the amount then due under this Lease shall be deemed to be other than on account of the earliest portion thereof due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and the party may accept such check or payment without prejudice to the party’s right to recover the balance due or pursue any other remedy provided in this Lease.

Section 13.11. Lessee Receipt of Charitable Donations: Should the Lessee fund its responsibilities under this Lease with charitable donations, Lessee shall ensure that said donations are consistent with the terms of this Lease and any actions taken under this Lease and also specifically under Article X are consistent with the terms and conditions of the charitable donation used by the Lessee for performance of this Lease.

Section 13.12. Lessor’s Designee: Lessor hereby designates as Lessor’s Designee for any approvals of plans, specifications, bid, and renovation documents the University President, or designee, to the extent allowed by applicable law and South Dakota Board of Regents policies. The University President is the Lessor’s representative for approval of agreements for operational, general grounds maintenance and custodial services of the Premises and is authorized to execute such agreements within the delegated authority set forth by Lessor’s policies and applicable law.

Section 13.13. Time of the Essence: Time is to be of the essence of this Lease and of each and every covenant, term, condition and provision hereof.

Section 13.14. Partial Invalidity: If any term, covenant, condition or provision of this Lease shall be invalid or unenforceable at any time or to any extent, the remainder of this Lease shall not be affected thereby, and each remaining term, covenant, condition and provision of this Lease shall remain valid and enforceable to the fullest extent permitted by law.

Section 13.15. Funding Out Provision: This Lease depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds restrictions, this Lease will be terminated by the State or Lessor. Termination for any of these reasons is not a default by the State, Lessor, or University nor does it give rise to a claim against the State, Lessor, or University.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easements unto said Lessee, its successors and assigns for the term of this Lease as outlined above.

IN WITNESS HEREOF, the Lessor and Lessee have signed and sealed this lease as of the day and year first above written.

SOUTH DAKOTA BOARD OF REGENTS

By:  

Mike Rush

Its: Executive Director and CEO

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA

COUNTY OF HUGHES

I, Mary Ellen Garrett, a Notary Public in and for said County and State,

do hereby certify that Mike Rush, of the South Dakota Board of Regents, to be the person whose name is subscribed to the within instrument, and personally came before me this day and acknowledged that he/she is President of the South Dakota Board of Regents, and that by authority duly given and as the act and deed of said entity.

IN WITNESS HEREOF, I have hereunto set my hand and official Notarial Seal, this the 5th day of January, 2018.

Notary Public:

Print Name: Mary Ellen Garrett  

My Commission Expires: 01-17-2018
UNIVERSITY OF SOUTH DAKOTA FOUNDATION, INC.:

By: ____________________________
    Steve Brown

Its: President & CEO

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA

COUNTY OF Clay

I, Rob Houdek, a Notary Public in and for said County and State, do hereby certify that Steve Brown, President of the University of South Dakota Foundation, Inc., to be the person whose name is subscribed to the within instrument, and personally came before me this day and acknowledged that he is President of the University of South Dakota Foundation, Inc. and that by authority duly given and as the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and official Notarial Seal, this the 5th day of January, 2018.

Notary Public: ____________________________
Print Name: ____________________________ (SEAL)
My Commission Expires: ___________
AMENDED LEASE AGREEMENT

THIS AMENDED LEASE AGREEMENT ("Lease"), made this ___ day of _____________, 20___, by and between the SOUTH DAKOTA BOARD OF REGENTS, as the governing board of the University of South Dakota ("Lessor"), and the UNIVERSITY OF SOUTH DAKOTA FOUNDATION, INC. USDF, L.L.C. ("Lessee").

WHEREAS, Lessor and the University of South Dakota Foundation, Inc. ("USD Foundation") entered into a lease agreement of substantially similar form to this Lease on January 5, 2018 ("Original Lease");

WHEREAS, the USD Foundation now wishes to transfer, and the USDF, L.L.C., a wholly owned subsidiary of the USD Foundation, wishes to assume, all rights and obligations of the Lessee contained herein, effectively replacing the USD Foundation, Inc. as the Lessee and relieving the USD Foundation of its rights and obligations contained in the Original Lease; and

NOW, THEREFORE, in consideration of the mutual benefits to be enjoyed by the parties hereto, the University of South Dakota Foundation, Inc., Lessee and Lessor hereby agree as follows:

ARTICLE I

PROPERTY AND TERM

Section 1.1. Leased Property: The real property being leased is located at 415 East Main Street Vermillion, Clay County, South Dakota ("Premises"). The Premises are used as the residence of the University of South Dakota ("University") President and for University gatherings. Title to the land and all improvements thereon that is the subject of this Lease is held by the State of South Dakota, and Lessor warrants that, pursuant to SDCL § 13-49-11, it has been empowered to control the land and all improvements thereon and authorized to lease it.

Section 1.2. Purpose of the Lease and Permission: The purpose of the Lease for the described Premises is to provide for periodic renovations to the structure and facilities on the Premises to ensure that the Premises remain viable for its intended uses. Under this Lease, the Lessee shall periodically renovate the structure and facilities on the Premises under the terms and conditions hereof and also as set forth specifically in Article IV. Lessor hereby permits use of the Premises by Lessee for the purposes of this Lease subject to all the terms and conditions stated herein. Lessee agrees to allow the University President to continue to reside on the Premises and for USD to continue to use the Premises for University gatherings, without payment.

Section 1.3. Property Rights: In conjunction with the Lease, Lessor hereby appoints Lessee as its agent in its name to execute such agreements and licenses on the Premises as may be consistent with law and necessary to achieve the purposes of the Lease; provided that, notwithstanding any other provision of law to the contrary, any right or interest so created, or arising therefrom, may be exercised only in a manner consistent with the restrictions on use set forth in this Lease; and
provided, further, that no such right or interest may burden Lessor’s reversionary interests in the Premises, including any improvements thereto, upon the expiration of its stated term.

**Section 1.4. As Is Acceptance:** Lessee takes and accepts the Premises in its “as is” condition and subject to any zoning, covenants, conditions, restrictions, uses or easements, whether known or unknown, affecting the Premises. Lessor warrants and represents the property, to the best of its knowledge, is free from environmental hazard.

**Section 1.5. Term:** The term of the Lease shall be thirty (30) years, commencing on the 5th day of January, 2018 and terminating on the 4th day of January, 2048. Lessor and Lessee may mutually agree to renegotiate new terms of this Lease consistent with all statutes in place at the time the Lease is renegotiated for an additional term of years.

**Section 1.6. Delivery of Possession of Premises:** Lessor agrees to deliver possession of the Premises to Lessee upon delivery of this fully executed Lease by Lessor to Lessee.

**Section 1.7. Reservation of Mineral Rights:** Lessor reserves all deposits of coal, ores, metals, and other minerals, asphaltum, oil, gas, geothermal resources, and other like substance in such lands, as required by SDCL § 5-2-12 and subject to the conditions stated therein.

### ARTICLE II

**LESSEE RENOVATIONS**

**Section 2.1. Renovations:** Lessee shall provide for the design, financing, and renovation of the Premises, as often as Lessee determines is needed.

**Section 2.2. Conditions of Renovations:** Any and all renovations of the Premises by Lessee shall be subject to the following:

2.2.1. Lessee acknowledges that the Premises is part of the National Register of Historic Places and Lessee agrees to engage necessary third parties to ensure that the design plan of any renovations (i) will comply with the requirements fixed by applicable laws and ordinances as they may be promulgated from time to time for improvements, and (ii) will be in conformance with the Architecture and Landscape Guidelines for the specific facility, and that any renovations are performed appropriately and in conformance to all applicable laws and regulations.

2.2.2. Copies of all plans, specifications and renovation documents will be delivered to Lessee and held to be delivered to Lessor at such time as the Lease terminates. Such plans, specifications and renovation documents shall be provided in a format reasonably acceptable to the Lessor, as provided by Lessor in writing to Lessee. **Such plans shall be approved in advance by Lessor or its designated advisory groups, if any.** No project may be bid nor bid documents approved, nor, in the absence of a bidding process, may any substantive construction
contract be let, until Lessor has approved the plans and specifications for the project.

2.2.3. Lessee agrees that any renovations made to the Premises will be designed to incorporate accessibility, fire and life safety systems, security systems, heating, ventilation and air conditions systems, waste emission and handling systems, and information or communications technology systems comparable with those required under then-current design criteria for similar buildings or other occupied structures located on the University campus. Lessee will, and will require its agents to, at all times, oversee work performed to keep all such safety and security systems in good working order and to assure their repair and replacement.

2.2.4. All costs associated with any renovation of the Premises will be borne by Lessee.

2.2.5. Lessee will be responsible for obtaining all required government permits, approvals, and compliance with all statutes, ordinances and regulations relating to renovations of the Premises.

2.2.6. Lessee, to the extent that it contracts with a third party for construction or related development services as part of renovations, shall obtain and shall maintain a payment bond satisfactory to assure that the Premises shall be free from mechanic’s, materialmen’s, municipal, or any other form of lien. Lessee shall promptly pay all contractors and materialmen, so as to avoid the possibility of a lien attaching to the Premises.

2.2.7. Nothing in this Lease shall be construed as consent on the part of the Lessor so as to subject the Lessor’s estate in the Premises to any lien or liability under applicable law. Nor shall any provision of this Lease be construed to constitute or to authorize creation of obligations that might constitute an indebtedness of University, the Lessor, or the State of South Dakota, within any constitutional or statutory limitation, and neither the taxing power nor the general credit of University, Lessor or the State of South Dakota is pledged to the performance of any obligation assumed by, or devolving upon, Lessor hereunder. Nothing in this Lease shall constitute debt to the State of South Dakota.

ARTICLE III

CONSIDERATION

Section 3.1. Rent: Lessee agrees that, upon execution of this Lease, Lessee shall be obligated for the payment of One Dollar ($1.00) for the first year of the Premises, and the payment of One Dollar ($1.00) on each anniversary thereof throughout the term of this Lease or any extensions thereof as fixed Annual Rent. Such payment shall be made to Lessor. Lessee may, upon execution of this Lease, prepay the non-refundable Annual Rent in full for the duration of the Term.
ARTICLE IV

PERMITTED USES

Section 4.1. Permitted Use: The Premises may be used by Lessee only for the following purposes:

4.1.1. Renovations to the Premises, together with such other uses as may be required under the circumstances to renovate the Premises. However, Lessee must provide reasonable notice to the University prior to engaging in any renovations that would disrupt the uses outlined in 4.1.2 and 4.1.3.

4.1.2. The Lessee agrees to allow the University President to reside on the Premises without payment.

4.1.3. Lessee agrees to allow the University to use the Premises for University gatherings, without payment.

4.1.4. The University shall remain responsible for all costs associated with maintaining and operating the Premises.

Section 4.2. Other Uses: The Premises may be used by Lessee for purposes other than those listed in Section 4.1 above, only upon the prior written consent of Lessor.

Additionally, and without limiting, the foregoing, the Lessee shall comply with all applicable federal, state and local laws, ordinances and regulations relating to the Premises; and Lessee shall not use or knowingly permit any part of the Premises to be used for any unlawful purpose.

Section 4.3. Environmental Laws: During the term of this Lease, Lessee shall comply with all environmental laws, ordinances, rules or regulations, and Lessee shall not permit the generation, creation, treatment, incorporation, discharge, escape, release or threat of release of any contaminant above, upon, under, within or from the Premises, and shall not permit any underground storage tanks containing any contaminant to be located upon the Premises.

Lessee must comply with all laws and maintain all relevant permits regarding storage, handling and disposal of all chemicals, including “select agents” and wastes, including bio-hazardous ones, using licensed contractors. Lessee will maintain an updated Material Safety Data Sheet (MSDS) for each applicable substance maintained on the Premises. Lessee chemical/waste contractors shall name Lessor as an additional insured on any insurance they carry. Lessee shall not use, store or dispose of any radioactive materials on the Premises. Lessee shall indemnify Lessor against environmental injury or liability.

Section 4.4. Contaminants: For the purpose of this Lease, contaminants includes a “Petroleum Product” as described in SDCL § 37-2-5, asbestos, or a “regulated Substance” as described in SDCL § 34A-12-1(8) or substances regulated under and defined in the provisions of 15 U.S.C. 2601-2671 (1989) (FWCPA) or 42 U.S.C. 6901-6999(i) (1989) (RCRA) or 42 U.S.C. 9601-9675.
(1989) (CERCLA) or 42 U.S.C. 7401-7642 (1989) (CAA), and any corresponding federal and state regulations promulgated under the above federal and state statutes as well as amendments, deletions or corrections to such laws, ordinances, rules or regulations and further including laws, ordinances, rules or regulations concerning substances harmful to the environment which are passed subsequent to the commencement of this Lease and which will become effective during the term of this Lease and until Lessee surrender possession of the Premises. For illustrative purposes only and not by way of limitation, a partial listing of contaminants includes asbestos containing materials, gasoline, waste oil, lubricating oil, fuel oil, petroleum product distillates, solvents, paints, enamels, paint or enamel thinners, acetones, acids, pesticides, rodenticides, herbicides, fungicides, mercury, lead, cyanide, and polychlorinated biphenyl’s, or any combination of these substances, but does not include common household cleaning supplies. To the extent that any of the above referenced laws, ordinances, rules and regulations are consistent, Lessor and Lessee agree that the interpretation favoring the classification of a substance as harmful to the environment shall be controlling.

Section 4.5. Removal of Contaminants: Lessee will, at its own expense, abate, remedy and remove any contaminant discovered on the Premises which was located, generated, created, stored, treated, incorporated, discharged, disposed of, allowed to escape, released or about to be released by Lessee.

Section 4.6. Lessee Operator: Lessor and Lessee agree that, for purposes of this Lease, Lessee shall hold harmless and indemnify the Lessor for any loss or damage caused thereby during or after the expiration of the Lease for loss or damage arising from violation of law, ordinance, rule or regulation as described in Sections 4.3, 4.4, and 4.5. The provisions of this section survive the termination of this agreement.

ARTICLE V
REPAIRS

Section 5.1. Repairs and Modifications: Lessor shall keep the property including all components and systems comprising its infrastructure, buildings, structures and grounds, in good repair and in clean, sanitary and safe condition, ordinary wear and tear excepted, and if necessary, or if required by proper governmental authority, shall make modifications or replacements thereof, and Lessor shall repair, modify, or replace such improvements to restore or to maintain their good condition.

ARTICLE VI
INDEMNITY

Section 6.1. Indemnification: Absent willful misconduct or gross negligence by the Lessor or its agents, Lessee shall indemnify and hold the State of South Dakota, the Lessor, the University, and their officers, agents, and employees harmless from all liabilities associated with the renovations to the Premises, including specifically liabilities arising under environmental laws. This Section does not require the Lessee to be responsible for or defend against claims or damages arising solely
from acts or omissions of the State of South Dakota, the University, or their officer’s agents or employees.

ARTICLE VII

ASSIGNMENT AND SUBLETTING

Section 7.1. Assignments and Subletting: Lessee may not assign or transfer interests in the Premises leased hereunder and subject to this Lease without the prior written consent of the Lessor.

Section 7.2. Limitation of Rights of User: All rights of users of the Premises shall be subordinate to that of the Lessor under this Lease and shall not survive the termination of this Lease.

Section 7.3. Trustees or Receivers: Neither this Lease nor any interest therein, shall pass to any trustees or receiver in bankruptcy, or any assignee for the benefit of creditors, or by operation of law.

Section 7.4. Binding on Successors: The covenants, agreements, obligations, and limitations on use herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns.

ARTICLE VIII

ACCESS TO PROPERTY

Section 8.1. Access and Inspection: The Lessor shall have the right to enter the Premises provided that such access to the Premises shall not unreasonably interfere with Lessee rights under this Lease.

ARTICLE IX

REMEDIES

Section 9.1. Lessor’s Right If Lessee Breaches: In the event of any breach hereunder by Lessee, after thirty (30) day written notice to Lessee and barring Lessee’s initiation of good faith efforts to cure such breach, the Lessor may terminate this Lease. If Lessor at any time by reason of such breach is compelled to pay, or elects to pay, any sum of money or does any act which will require the payment of any sum of money, or incurs any expense, including reasonable, actual attorneys’ fees and costs incurred by Lessor in connection with the recovery of possession of the Premises or the enforcement of any of the terms and provisions of this Lease, the sum or sums so paid by Lessor shall be deemed to be due from Lessee to Lessor.

Section 9.2. Lessor Default: Should the Lessor be in default under the terms of this Lease, the Lessor shall have a reasonable time in which to cure the same after written notice to the Lessor by Lessee.
ARTICLE X

TERMINATION OR EXPIRATION OF LEASE

Section 10.1. Termination of Lease: This Lease shall terminate upon (i) the expiration of the Term, (ii) cancellation by mutual agreement of parties, (iii) termination pursuant to Section 9.1, (iv) failure by Lessee to perform any obligation of Lessee under this Lease which failure is not cured after thirty (30) days written notice to Lessee (or if such failure cannot be cured within thirty (30) days, then within such reasonable period of time, provided Lessee proceeds promptly and diligently to cure such breach), whichever occurs first.

Lessee, at any time when Lessee is not in default hereunder may, and upon termination of this Lease if so requested in writing by Lessor, shall, surrender any renovations constructed by Lessee in good order, condition and repair, ordinary wear and tear and damage by condemnation and casualty excepted and in broom clean condition. All improvements shall remain on the land at the end of the Term unless removal is expressly allowed under this Lease or required pursuant to 10.2 of this Lease due to a failure to obtain legislative authorization for Lessor to take title or otherwise to pass title under a new lease, should such legislative authorization be required. Annual rent payments shall cease upon termination or expiration of lease.

Section 10.2. Acquisition of Property by State or Successor Lessee or Sublessee: Demolition, disassembly and removal of any improvements from the Leased Premises may be waived, in the sole discretion of Lessor, if: (1) no legislative authorization is required to accept any improvements made to the Premises, or (2) at any time during term of the Lease, the Lessee offers to convey title of the improvements made to the Premises at no cost to the State, and Legislature approves acceptance of the improvements in the Premises, should such legislative authorization be required; or (3) if successor Lessee (which may be Lessee), acceptable to Lessor, agrees to take ownership of the improvements in the Premises and enter into a lease with Lessor.

Section 10.3. Effect of Hold Over: In the event Lessee remains in possession of the Premises after the expiration of the tenancy created hereunder with the consent of Lessor and without execution of a new lease, it shall be deemed to be occupying the Premises as a Lessee from year-to-year, subject to all the other conditions, provisions and obligations of this Lease insofar as the same are applicable to year-to-year tenancy.

ARTICLE XI

NOTICES

Section 11.1. Delivery of Notice: Whenever under this Lease a provision is made for notice of any kind, such notice shall be in writing and shall be deemed sufficient to Lessee if actually delivered to Lessee, return receipt requested, postage prepaid, to the last Post Office address of Lessee furnished to Lessor for such purpose; and to Lessor if actually delivered to Lessor or if sent by registered or certified mail, return receipt requested, postage prepaid, to the Lessor at the addresses furnished for such purpose, or to the place then fixed for the payment of rent.
The Lessor designates its address as:

South Dakota Board of Regents  
306 East Capital Avenue  
Suite 200  
Pierre, SD  57501-2545

With a copy to:

University of South Dakota  
__________________________  
__________________________  
__________________________

The Lessee hereby designates its address as:

USDF, L.L.C.  
__________________________  
__________________________  
__________________________

ARTICLE XII

TITLE

Section 12.1. Right and Authority to Lease: Lessor covenants that it has full right and authority to enter into this Lease for the full term hereof. Lessor further covenants that Lessee, upon performing the covenants and agreements of this Lease to be performed by said Lessee, will have, hold and enjoy quiet possession of the Premises for the full duration of the term consistent with Article IV.

Section 12.2. Lessor Appointment of Lessee as Agent for Execution of Documents. Lessor authorizes Lessee to execute such other and further documents as are necessary to carry out the terms of this agreement and any renovations.

ARTICLE XIII

GENERAL

Section 13.1. Right to Repair: Subject to the easements referred to, and subject to prior conveyance by sublease, Lessor shall have the right to install, maintain, sue, repair and replace pipes, ducts, conduits, and wires, and any such systems, now in existence or hereafter developed.
and installed to handle power, communications, water or waste or like facilities support infrastructure, leading through the Premises in locations that will not materially interfere with the Lessee’s use thereof. Lessor shall give Lessee reasonable notice before performing such work.

**Section 13.2. Taxes:** Lessee will be solely responsible for any property taxes or assessments or any other applicable taxes arising because of its lease or use of the Premises. Lessee covenants and agrees to bear, pay and discharge promptly as the same become due and before delinquency, all taxes, assessments (whether special or general), fees or other charges levied, assessed, or imposed on or with respect to the Premises, or any buildings or improvements owned by Lessee thereon (inclusive of all real and personal property).

**Section 13.3. Relationship of Parties:** Nothing contained herein shall be deemed or construed by anyone as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

**Section 13.4. Cumulative Remedies and Nonwaiver:** The various rights and remedies contained in this Lease shall not be considered as exclusive of any other right or remedy, but shall be as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to approval of any subsequent similar act.

**Section 13.5. Headsings:** The headings of the several articles contained herein are for convenience only and do not define, limit or construe the contents of such articles.

**Section 13.6. Binding Effect of Lease:** The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns. Lessor, at any time and from time to time, may make an assignment of its interest in this Lease, and, in the event of such assignment and the assumption by the assignee of the covenants and agreements to be performed by Lessor herein, Lessor and its successors and assigns (other than the assignee of this Lease) shall be released from any and all liability hereunder.

**Section 13.7. Amendment:** This Lease may be amended at any time upon the mutual agreement in writing of the parties.

In the event that Lessee is under an obligation to notify lenders of prospective certain amendments in this Lease, the Lessee shall have sixty (60) days, from the time that the parties agree in writing to the terms of an amendment, in which to consult with the lender. The proposed amendment will become effective on the sixty-first (61st) day after the date of the parties written agreement, absent an objection from such a lender.
Section 13.8. Force Majeure: Whenever a period of time is herein provided for either party to do or perform any act or thing, that party shall not be liable or responsible for any delays, and applicable periods for performance shall be extended accordingly due to strikes, lockouts, riots, acts of God, shortages of labor or materials, national emergency, acts of a public enemy, governmental restrictions, laws or regulations, or any other cause or causes, whether similar or dissimilar to those enumerated, beyond its reasonable control. The provisions of this Section shall not operate to excuse Lessee from prompt payment of Annual Rent, additional rent or other monetary payments required by the terms of this Lease.

Section 13.9. Recording of Lease: Lessee shall not record this Lease without the written consent of the Lessor, which shall not unreasonably be withheld.

Section 13.10. Acceptance of Payment: No payment by a party or receipt by the of the other party of a lesser amount than the amount then due under this Lease shall be deemed to be other than on account of the earliest portion thereof due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and the party may accept such check or payment without prejudice to the party’s right to recover the balance due or pursue any other remedy provided in this Lease.

Section 13.11. Lessee Receipt of Charitable Donations: Should the Lessee fund its responsibilities under this Lease with charitable donations, Lessee shall ensure that said donations are consistent with the terms of this Lease and any actions taken under this Lease and also specifically under Article X are consistent with the terms and conditions of the charitable donation used by the Lessee for performance of this Lease.

Section 13.12. Lessor’s Designee: Lessor hereby designates as Lessor’s Designee for any approvals of plans, specifications, bid, and renovation documents the University President, or designee, to the extent allowed by applicable law and South Dakota Board of Regents policies. The University President is the Lessor’s representative for approval of agreements for operational, general grounds maintenance and custodial services of the Premises and is authorized to execute such agreements within the delegated authority set forth by Lessor’s policies and applicable law.

Section 13.13. Time of the Essence: Time is to be of the essence of this Lease and of each and every covenant, term, condition and provision hereof.

Section 13.14. Partial Invalidity: If any term, covenant, condition or provision of this Lease shall be invalid or unenforceable at any time or to any extent, the remainder of this Lease shall not be affected thereby, and each remaining term, covenant, condition and provision of this Lease shall remain valid and enforceable to the fullest extent permitted by law.

Section 13.15. Funding Out Provision: This Lease depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds restrictions, this Lease will be terminated by the State or Lessor. Termination for any of these reasons is not a default by the State, Lessor, or University nor does it give rise to a claim against the State, Lessor, or University.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easements unto said Lessee, its successors and assigns for the term of this Lease as outlined above.

IN WITNESS HEREOF, the Lessor, Lessee and the University of South Dakota Foundation, Inc. have signed and sealed this lease as of the day and year first above written.

SOUTH DAKOTA BOARD OF REGENTS

By: ________________________________
          _____________________________
Its: Executive Director and CEO

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA

COUNTY OF_______________________

I, ________________________________, a Notary Public in and for said County and State, do hereby certify that __________________, of the South Dakota Board of Regents, to be the person whose name is subscribed to the within instrument, and personally came before me this day and acknowledged that he/she is President of the South Dakota Board of Regents, and that by authority duly given and as the act and deed of said entity.

IN WITNESS HEREOF, I have hereunto set my hand and official Notarial Seal, this the ______ day of ______________________________, 20__.

Notary Public: ________________________________

Print Name: ________________________________ (SEAL)

My Commission Expires: ___________________________
USDF, L.L.C.:

By: ______________________________
    ______________________________

Its: _____________________________

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA

COUNTY OF __________________________

I, _________________________________________, a Notary Public in and for said County and State, do hereby certify that ________________________, ________________ of the USDF, L.L.C., to be the person whose name is subscribed to the within instrument, and personally came before me this day and acknowledged that he is ________________ of the USDF, L.L.C. and that by authority duly given and as the act and deed of said entity.

IN WITNESS HEREOF, I have hereunto set my hand and official Notarial Seal, this the ____ day of ___________________________, 20____.

Notary Public: ____________________________________

Print Name: ____________________________________ (SEAL)

My Commission Expires: ___________________________
UNIVERSITY OF SOUTH DAKOTA FOUNDATION, INC.:

By: ________________________________

___________________

Its: President & CEO

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA

COUNTY OF ________________

I, _________________________________________, a Notary Public in and for said County and State, do hereby certify that ________________________, President of the University of South Dakota Foundation, Inc., to be the person whose name is subscribed to the within instrument, and personally came before me this day and acknowledged that he is President of the University of South Dakota Foundation, Inc. and that by authority duly given and as the act and deed of said entity.

IN WITNESS HEREOF, I have hereunto set my hand and official Notarial Seal, this the ____ day of ___________________________, 20____.

Notary Public: ____________________________________

Print Name: ____________________________________ (SEAL)

My Commission Expires: ___________________________
I move to approve the resolution of recognition for Former Regent Bob Sutton to recognize his service to South Dakota’s system of public higher education.
SPECIAL RESOLUTION

WHEREAS, Bob Sutton served the people of the state of South Dakota for five years, from April 5, 2013 to June 4, 2018, as a member of the South Dakota Board of Regents; and

WHEREAS, Regent Sutton served with distinction as Secretary, Vice President, and President of the Board of Regents; and

WHEREAS, Regent Sutton served on countless building committees, carefully overseeing the investment of public and private resources in capital improvements for the betterment of the public higher education system, and;

WHEREAS, Regent Sutton exemplified steady, thoughtful leadership as the Board embarked on initiatives to promote strong academic standards, to develop innovative approaches to resource allocation and performance assessment, and to improve relationships with South Dakota policymakers; and

WHEREAS, Regent Sutton took an active and involved role to ensure that South Dakota’s public resources were always invested wisely to achieve the academic, research, and service missions of the Board of Regents’ system; and

WHEREAS, Regent Sutton served throughout his tenure on the Board with utmost integrity and steadfast dedication to the improvement of South Dakota’s system of public higher education and its constituent institutions;

NOW THEREFORE, BE IT RESOLVED, that it is the desire of the Board of Regents to applaud and recognize Regent Bob Sutton for his dedicated service, leadership, and vision; and

BE IT FURTHER RESOLVED, that Regent Bob Sutton be thanked for his outstanding contributions and dedication to higher education and to South Dakota, and it is ordered that this Resolution be spread upon the minutes of this Board and that a copy thereof be forwarded to Regent Sutton.

Adopted this 5th day of December, 2018.

SOUTH DAKOTA BOARD OF REGENTS

____________________________________
Kevin V. Schieffer, President

____________________________________
John W. Bastian, Vice President

____________________________________
Jim Morgan, Secretary

Special Resolution Number 16-2018
SUBJECT
NSU Student Organization Awards

CONTROLLING STATUTE, RULE, OR POLICY
None

BACKGROUND / DISCUSSION
At the March 2018 Board of Regents meeting, the Board approved the recommendations offered by each institution for the 2017 student organization awards winners. The winners of these awards are announced at Board meetings throughout 2018.

The NSU Student Organization Awards will be presented at the December BOR meeting in Aberdeen. Information about the NSU student organization award winners can be found below:

NSU Award for Academic Excellence: Project Pengyou Northern State University Chapter
Project Pengyou connects and organizes students to create cross-cultural relationships by creating spaces to facilitate conversations and to raise awareness of Chinese culture and U.S. China relations. The purpose of Project Pengyou is to build bridges between all cultures, embrace bilateral cultural exchange, fight xenophobia, bigotry and hatred, showcase Chinese culture, and build a stronger connection between international and domestic students. Membership is open to all current NSU students who are interested in Chinese culture and building relationships. The organization contributed to the academic environment of the university in 2017 through monthly educational multicultural forums. Past forums included the following: Benefits and Information of Student Abroad Programs at NSU; Bigotry, Hatred and Stereotypes; Christmas Around the World in 5 Different Countries; and an Introduction to the National Project Pengyou Organization. Additionally, members of the organization have learned about the Chinese language, culture, and history.

NSU Award for Community Service: Council for Exceptional Children (CEC)
The purpose of the Council for Exceptional Children (CEC) is to advocate for, support, and improve opportunities for children with disabilities. CEC conducted several activities in 2017 that have provided effective community service. Significant events and activities included the following: participation in Read Across America with stations to simulate...
what it may be like to read with a disability; hosted annual Autism Awareness Walk; participated in Spread the Word to End the Word to encourage students to pledge to stop using the word “retard”; and participated in the Special Olympics bowling activities held in conjunction with the State Special Olympics Bowling Tournament.

NSU Award for Organizational Leadership: Chinese Students Association (CSA)
The purpose of the Chinese Students Association (CSA) is to share Chinese culture with other students and community. CSA demonstrates organizational leadership through its process of creating public events for NSU and Aberdeen. Such events hosted in 2017 included the following: Golden Globe International Night, volunteering at the Humane Society, participation in the Gypsy Day Parade, created events to celebrate the Moon Festival, participated in International Week, hosted a Ping Pong tournament, and created events to celebrate the Spring Festival/New Year.

IMPACT AND RECOMMENDATIONS
The Board recognizes the important role that student organizations play in the Regental system. Student organizations provide students the opportunity to connect with others who have similar interests as well as experience a sense of community, all of which increases the likelihood of successful college completion. They also provide students with opportunities for professional development by offering students practical opportunities to hone skills, including those in leadership and communication.

ATTACHMENTS
None
SUBJECT

Report of the Executive Director / Interim Actions

CONTROLLING STATUTE, RULE, OR POLICY

BOR Policy 1:5 – Executive Director
BOR Policy 2:23 – Program and Curriculum Approval
BOR Policy 5:4 – Purchasing
BOR Policy 6:6 – Maintenance and Repair

BACKGROUND / DISCUSSION

Per BOR Policy, the Executive Director is granted authority to act on and/or authorize approval of various requests on behalf of the Board. In instances where these actions occur, the Executive Director shall provide to the Board a summary of these requests and approvals at each regularly scheduled Board meeting.

A portion of the interim actions of the Executive Director often include authorizing maintenance and repair projects submitted by the campuses whose costs range between $50,000 and $250,000 using institutional funds, donations, or funds not previously approved by the Board. Other finance-related action may also be the purchase of assets between $250,000 and $500,000 as well as any emergency approval of maintenance and repair projects.

IMPACT AND RECOMMENDATION

The list provided in Attachment I summarizes the interim actions taken by the Executive Director, or his designee.

ATTACHMENTS

Attachment I – Interim Actions of the Executive Director
INTERIM ACTIONS OF THE EXECUTIVE DIRECTOR

<table>
<thead>
<tr>
<th>Maintenance and Repair Projects</th>
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<td>(50,000 - 250,000)</td>
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Black Hills State University

Thomas Hall – Solar Installation: Using $150,000 of residence hall revenues, BHSU requests to install 70.4 kilowatts of solar panels on the roof of Thomas Hall to produce an estimated $22,000 annual electrical savings, which equates to a 7-year payback with no projected utility rate increase. The project will be bid per state of South Dakota procurement regulations to include turnkey installation.

Donald Young, Meier Hall and Jonas Academic – VFD Installation and LED Lighting Installation: BHSU requests to add variable frequency drives (VFD) to motors in all three buildings to maximize motor horse power and efficiency. Additional LED lighting will be installed in the Donald Young Center common areas. At a cost of $100,000, the payback in energy savings will be less than 15 years. University overhead ($20,000) and a SEP Grant ($80,000) will be used to fund this project.

South Dakota State University

Depuy Military Hall – Basement Renovation (shower rooms, custodial closet and secondary exit access): Using $97,517 of HEFF residual funds, SDSU requests to renovate the existing basement shower rooms, add a dedicated custodial closet, and provide an egress from the basement through the existing east access stairway in Depuy Military Hall. The shower room renovation will include shower rooms for male and female cadets, each containing two shower stalls, sinks, and water closets. Dedicated custodial space will also be provided as part of the shower room renovation, which will move existing custodial facilities out of the electrical/mechanical closet. An egress hallway will be constructed to access the east entrance of the basement. The addition of the hallway will allow for two means of egress from the basement level.

Facilities & Services Office Building – Extend Chilled Water Lines to Facilities & Services Office Building and to Briggs Library: SDSU requests to construct an extension of the chilled water lines from vault outside of the building to the Facilities Office building. This will allow the Facilities Office building to be cooled from the North Chiller Plant in the future. Final connections will be made at a later date. This request also includes cleaning and filling chilled water lines already in place that will, in the future, serve Briggs Library. The lines were installed under another project but were not flushed, cleaned or filled. Final connections will be made at a later date. SDSU requests this $55,000 project be delegated to SDSU due to the nature of the project and the use of standing contracts. Residual HEFF funds will be used to pay for this project.

Student Wellness Center – Interior Refinishing Planning: This project using $65,000 of residual M&R funds is to develop plans, specifications, and a timetable for completing projects identified in the FY20 M&R project list for the SDSU Student Wellness Center. Projects include converting existing fluorescent lighting to LED, repainting the...
gymnasium, circulation spine, and other high ceiling areas, installation of drop-down volleyball nets on each gymnasium court, refinishing restrooms in the student health facility, landscaping improvements, installation of sun shading window treatments on the south and west facing windows, and renovations to combine exercise studios B & C into one studio space. The project will be designed by an interior design consultant with appropriate sub-consultants.

### Capital Asset Purchase
(greater than $250,000)

**University of South Dakota – GEAR Center**

**Bruker Spectrometer:** USD requests to purchase a NMR Spectrometer that will be used for educational and research purposes in the Biomedical Engineering Department. It will be an integral part of undergraduate integrated science instruction in the department. The instrument will also be used as part of ongoing research projects of BME faculty, graduate students, ppst-doctoral fellow, and staff. Funding for this $375,700 spectrometer will come from EPSCOR-2020 Vision – BME.

### Course Modifications

Since the approval of the revisions to BOR Policy 2:23 at the March 2017 BOR meeting, all subsequent course modifications approved by the System Vice President for Academic Affairs can be found on the Institutional Curriculum Requests webpage at the following link:

https://www.sdbor.edu/administrative-offices/academics/aac/Institutional_Curriculum_Requests/Pages/default.aspx

### Substantive Program Modifications

Since the approval of the revisions to BOR Policy 2:23 at the March 2017 BOR meeting, all subsequent substantive program modifications approved by the System Vice President for Academic Affairs can be found on the Institutional Substantive Program Modification Requests webpage at the following link:

https://www.sdbor.edu/administrative-offices/academics/aac/Sub_Program_Mod_Requests/Pages/default.aspx

### Reduced Tuition Externally Sponsored Courses

All requests for reduced tuition externally sponsored courses approved by the System Vice President for Academic Affairs can be found on the Special Tuition Rates Requests webpage at the following link:

https://www.sdbor.edu/administrative-offices/academics/aac/Special_Tuition_Rate_Requests/Pages/default.aspx
SUBJECT
NSU Foundation Report

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 5:9 – Foundations

BACKGROUND / DISCUSSION
The institutional foundation reports have been regularly presented to the Board since October 2016. In these reports, foundations are asked to describe their structure, overview their finances, explain what they are doing to support the university, and consider things the Board can do to make the relationship with the Foundations more effective.

Todd Jordre, President/CEO of the NSU Foundation, will present the NSU Foundation Report at the December 2018 BOR meeting in Aberdeen.

IMPACT AND RECOMMENDATIONS
The information in the foundation reports provides the Board opportunity to better understand the important role of the institutional foundations.

ATTACHMENTS
None
SOUTH DAKOTA BOARD OF REGENTS

Planning, Governance and Resource Development

AGENDA ITEM: 4 – H
DATE: December 4-6, 2018

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SUBJECT

2019 Board Sponsored Legislation

CONTROLLING STATUTE, RULE, OR POLICY

BOR Policy 6:10 - Legislative Authorization of Private or Grant Funded Facilities
BOR Policy 1:12 - State Relations
SDCL 13-51-1 - Legislative approval for facilities.

BACKGROUND / DISCUSSION

The following bills have been developed for the Board’s review:

1. Vet 2 + 2 Program (SDSU)

   An Act to authorize the Board of Regents to redirect funding to provide for the establishment of the collaborative program in Rural Veterinary Medical Education at South Dakota State University that enables students to complete the remainder of their professional veterinary degree at the University of Minnesota or other accredited college of veterinary medicine, to provide for the use of endoparasiticides and ectoparasiticides tax revenue to support veterinary students, to transfer certain funds, and to make an appropriation.

   This bill redirect funds from a partnership with Iowa State University veterinary school slots to the SDSU Vet 2+2 program and to support scholarships and grants for tuition differentials for students when they attend the University of Minnesota.

2. Demolish Scobey Hall (SDSU)

   An Act to Authorize the Board of Regents to demolish a South Dakota State University building and to make an appropriation therefor.

(Continued)

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DRAFT MOTION 20181204_4-H:

I move to authorize the Executive Director to (1) submit the proposed bills and make such modifications or amendments to the bills as are necessary and appropriate, provided such modifications or amendments do not change the fundamental purpose of the legislation, and (2) submit such additional legislation as may be necessary and appropriate, upon concurrence of a majority of the executive committee.
This bill authorizes SDSU to demolish SDSU Building 504, Scobey Hall. The estimated cost is $593,000. The fund source is from other (i.e., local or private) funds.

3. Land Transactions (SDSU)

An Act to authorize the Board of Regents to sell certain extraneous real property and place funds in the State Treasury, to purchase certain real property, to protect the permanent endowment trust through exchanges of real estate and facilities, to appropriate funds, all for the benefit of South Dakota State University, and to declare an emergency.

This bill allows for the following land transactions to realign real property holdings to effectively support mission-driven activities. SDSU needs to obtain legislative approval to move two (2) parcels of land (Box Elder, Highmore) that are no longer being efficiently used out of the Section 7 trust, authorize their sale, and to designate other real property to be determined and held for the use of SDSU into the trust to ensure the trust is kept whole. SDSU also needs legislative approval to sell its Volga Grassland parcel located northwest of campus with the proceeds of these parcels to be used to purchase both, other previously approved land parcels, and suitable agricultural property. The applicable legal descriptions, acreage and dollar amounts will be included once the specifics of the transaction have been finalized with the Commissioner of School and Public Lands.

4. Regional Sports Complex (NSU)

An Act to authorize the Board of Regents to contract for the construction of a regional sports complex at Northern State University and to make an appropriation therefor.

This bill authorizes the Board to build a regional sports complex comprised of a football stadium and softball stadium, associated spectator seating, restrooms, concession stand, locker rooms, offices for coaches, club room, service area, meeting rooms, and storage at NSU. The estimated cost is $33,000,000. The fund source is private donations.

5. Campus Security Officers (System)

An Act to revise the definition of “campus security officers” for purposes of the South Dakota Retirement System.

This bill will expand the definition of “campus security officers” for purposes of the South Dakota Retirement System, to all university law enforcement officers subject to the minimal educational training standards established by the law enforcement standards commission pursuant to chapter 23-3 and who satisfactorily
complete the training required by chapter 23-3 within one year of employment. The current definition is limited to USD and SDSU.

6. Bond Savings (System)

An Act to provide for the deposit of certain revenues in the educational facilities fund established by chapter 13-51.

This bill would allow the South Dakota Building Authority to deposit bond savings associated with projects funded with higher education facilities funds or local funds into the higher education facilities fund established by SDCL chapter 13-51. Currently any such savings are required to be deposited into the general fund pursuant to SDCL § 5-12-23

IMPACT AND RECOMMENDATIONS
With approval, Board office staff will introduce the Board-sponsored legislation in substantively similar form to those contained in the attachments and work with members of the Legislature and the Governor’s office to have the legislation become law.

ATTACHMENTS
Attachment I – Vet 2+2 Program (SDSU)
Attachment II – Demolish Scobey Hall (SDSU)
Attachment III – Land Transactions (SDSU)
Attachment IV – Regional Sports Complex (NSU)
Attachment V – Campus Security Officers (System)
Attachment VI – Bond Savings (System)
FOR AN ACT ENTITLED, An Act to authorize the Board of Regents to redirect funding to provide for the establishment of the collaborative program in Rural Veterinary Medical Education at South Dakota State University that enables students to complete the remainder of their professional veterinary degree at the University of Minnesota or other accredited college of veterinary medicine, to provide for the use of endoparasiticides and ectoparasiticides tax revenue to support veterinary students, to transfer certain funds, and to make an appropriation.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. That § 13-49-20.14 be amended to read:

13-49-20.14. Contracts to reserve spaces for South Dakota veterinary students. The Board of Regents may negotiate and enter into contractual agreements with Iowa State University or other accredited institutions of higher education, including the University of Minnesota, to reserve spaces for South Dakota resident State University students entering completing the remaining course of veterinary medicine.

Section 2. That § 10-45-16.1 be amended to read:

10-45-16.1 Exemption of pesticides and related products or substances used for agricultural purposes--Use of funds from tax on endoparasiticides and ectoparasiticides. There are hereby specifically exempted from the provisions of this chapter and from the computation of the amount of tax imposed by it, gross receipts from the sale of pesticides, as defined in § 38-.
20A-1, to be used exclusively by the purchaser for agricultural purposes. Any product or substance to be used in conjunction with the application or use of pesticides for agricultural purposes is also exempt. The products or substances include adjuvants, surfactants, ammonium sulfate, inoculants, drift retardants, water conditioners, seed treatments, foam markers, and foam dyes. Equipment, other than farm machinery, attachment units, and irrigation equipment used exclusively for agricultural purposes for the application of pesticides and related products and substances is not exempt. The tax imposed by this chapter on endoparasiticides and ectoparasiticides shall be used for veterinary student tuition grants, South Dakota State University veterinary program operations, and the operations and activities conducted by the State Animal Disease Research and Diagnostic Laboratory established in § 13-58-13. The amount of funding dedicated for the tuition grants and South Dakota State University veterinary program operations and the laboratory shall be based upon the difference between in-state and out-of-state tuition for veterinary student grants designated for South Dakota students at the Iowa State University veterinary program in Fiscal Year 2020 and escalating each fiscal year thereafter in accordance with the CPI index, plus an amount of two hundred fifty thousand dollars. An additional amount of two hundred fifty thousand dollars shall be to support the operations of the laboratory. The funding shall be budgeted and expended through the general appropriations act pursuant to chapter 4-7.

Section 3. That §10-46-17.5 be amended to read:

10-46-17.5. Exemption of pesticides and related products or substances used for agricultural purposes--Use of funds from tax on endoparasiticides and ectoparasiticides. The use in this state of pesticides as defined in § 38-20A-1 to be used exclusively for agricultural purposes is specifically exempted from the tax imposed by this chapter. Any product or
substance to be used in conjunction with the application or use of pesticides for agricultural purposes is also exempt. These products or substances include adjuvants, surfactants, ammonium sulfate, inoculants, drift retardants, water conditioners, seed treatments, foam markers, and foam dyes. Equipment, other than farm machinery, attachment units, and irrigation equipment used exclusively for agricultural purposes, for the application of pesticides and related products and substances is not exempt. The tax imposed by this chapter on endoparasiticides and ectoparasiticides shall be used for veterinary student tuition grants, South Dakota State University veterinary program operations, and the operations and activities conducted by the State Animal Disease Research and Diagnostic Laboratory established in § 13-58-13. The amount of funding dedicated for the tuition designated for South Dakota students at the Iowa State University veterinary program in Fiscal Year 2020 and escalating each fiscal year thereafter in accordance with the CPI index, plus an amount of two hundred fifty thousand dollars. An additional amount of two hundred fifty thousand dollars shall be to support the operations of the laboratory. The funding shall be budgeted and expended through the general appropriations act pursuant to chapter 4-7.
STATE OF SOUTH DAKOTA
NINETY-FOURTH SESSION
LEGISLATIVE ASSEMBLY, 2019

BILL NO.

Introduced by:

FOR AN ACT ENTITLED, An Act to authorize the Board of Regents to demolish a South Dakota State University building and to make an appropriation therefor.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. The Board of Regents may demolish, remove, and dispose of a structure known as SDSU Building 504, Scobey Hall, located on Lot 13, Block 12 in Morehouse Addition to the City of Brookings, consisting of forty-three thousand six hundred and eighty seven square feet at South Dakota State University. This project includes demolition, abatement of asbestos or other such hazardous materials, the lawful disposal of the fixtures or rubble, and any other action reasonably necessary to restore the site to grade.

Section 2. There is hereby appropriated the sum of five hundred and ninety three thousand dollars ($593,000), or so much thereof as may be necessary, in other fund expenditure authority to the Board of Regents for the purposes authorized in section 1 of this Act.

Section 3. The executive director of the Board of Regents shall approve vouchers, and the state auditor shall draw warrants to pay expenditures authorized by this Act.

Section 4. Any amounts appropriated in this Act not lawfully expended or obligated shall revert in accordance with the procedures prescribed in chapter 4-8.
STATE OF SOUTH DAKOTA  
NINETY-FOURTH SESSION  
LEGISLATIVE ASSEMBLY, 2019  

BILL NO.  

Introduced by:  

FOR AN ACT ENTITLED, An Act to authorize the Board of Regents to sell certain extraneous real property and place funds in the State Treasury, to purchase certain real property, to protect the permanent endowment trust through exchanges of real estate and facilities, to appropriate funds, all for the benefit of South Dakota State University, and to declare an emergency.  

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:  

Section 1. Notwithstanding any other provision of law, upon the request of the Board of Regents and the Governor, the commissioner of school and public lands shall after making the trust whole pursuant to Article VIII Section 7 of the State Constitution, sell all or any portion of the following real estate described in Section 1 of this Act and any related personal property and improvements located on the property: [LEGAL DESCRIPTION].  

Real estate and related personal property and improvements on the property which are generally considered a part of the tracts described in section 1 of this Act but not specifically included in the legal descriptions set out in section 1 of this Act may be sold as provided in this Act as though the property and improvements were specifically described in section 1 of this Act.  

Section 2. The real estate and other property described in section 1 of this Act shall be appraised by the board of appraisal established by § 5-9-3 and may be sold in any manner authorized by law, subject to all applicable constitutional reservations.
The proceeds from the sale authorized by this Section 2 of this Act, net of any costs associated with the preparation for sale and subsequent sale of the real estate and other property, shall be deposited into the real property acquisition and capital improvement fund for the South Dakota State University, as provided in §§ 5-2-2.1 to 5-2-2.3, inclusive.

Section 3.

(1) The Board of Regents may purchase on behalf of South Dakota State University a site comprising ______ acres, more or less, of unimproved real property, which site is described as:

(2) There is hereby appropriated the sum of _____________ ($____), or so much thereof as may be necessary, in other fund expenditure authority from ______ for the purposes authorized in Section 3 of this Act pursuant to SDCL 5-2-2.3.

(3) The executive director of the Board of Regents shall approve vouchers and the state auditor shall draw warrants to pay expenditures authorized by this section of this Act.

Section 4. Whereas, this Act is necessary for the support of the state government and its existing public institutions, an emergency is hereby declared to exist, and this Act shall be in full force and effect from and after its passage and approval.

Section 5. Notwithstanding the provisions of this Act or any other law to the contrary, the Board of Regents and the Governor may direct the commissioner of school and public lands to sell any real estate and related personal property described in section 1 of this Act to a political subdivision within which the real estate and related personal property is located. The sale may be made without first offering the real estate and related personal property for sale to the public. The sale price shall be at least the appraised value as determined by the board of appraisal established by § 5-9-3, and is subject to all applicable constitutional reservations.
Section 6. Whereas, this Act is necessary for the support of the state government and its existing public institutions, an emergency is hereby declared to exist, and this Act shall be in full force and effect from and after its passage and approval.
FOR AN ACT ENTITLED, An Act to authorize the Board of Regents to contract for the construction of a regional sports complex at Northern State University and to make an appropriation therefor. 

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. The Board of Regents is hereby authorized to contract for the planning, site preparation, construction, furnishing, and equipping of a regional sports complex comprised of a football stadium and softball stadium, associated spectator seating, restrooms, concession stand, locker rooms, media area, club room, service area, meeting rooms, and storage at Northern State University, including heating, air conditioning, plumbing, water, sewer, electricity, sidewalks, parking, landscaping, architectural and engineering services, and such other services or actions as may be required to accomplish the project, for an estimated cost of thirty-three million dollars ($33,000,000), subject to permitted adjustments pursuant to section 3 of this Act.

Section 2. There is hereby appropriated to the Board of Regents for the purposes authorized in this Act the sum of thirty-three million dollars ($33,000,000), or so much thereof as may be necessary, in other fund expenditure authority from gifts donated for the purposes of this Act, together with any additional sums received pursuant to section 4 of this Act, and permitted adjustments pursuant to section 3 of this Act.

Section 3. The cost estimates contained in this Act have been stated in terms of 2018 values. The Board of Regents may adjust such cost estimates to reflect the inflation as measured by the Building Cost Index, reported by the Engineering News Record and additional expenditures required to comply with regulations adopted after the effective date of this Act, or additional sums
received pursuant to section 4 of this Act. However, any adjustments to construction cost estimates for the project may not exceed one hundred twenty-five percent (125%) of the estimated project construction cost stated in section 1 of this Act.

Section 4. The Board of Regents may accept, transfer, and expend any funds obtained for the projects authorized in this Act from federal sources, donations, or any other external sources, all of which comprise a special fund for the benefitted project. All moneys deposited into that fund are hereby appropriated to the projects authorized by this Act, subject to limitations stated in sections 1 to 3, inclusive, of this Act.

Section 5. The administration of the design and construction of the project authorized in this Act shall be under the general charge and supervision of the Bureau of Administration as provided in chapter 5-14.

Section 6. The executive director of the Board of Regents, or a designee, shall approve vouchers and the state auditor shall draw warrants to pay expenditures authorized by this Act.
FOR AN ACT ENTITLED, An Act to revise the definition of “campus security officers” for purposes of the South Dakota Retirement System.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. That SDCL § 3-12-47(13) be amended to read as follows:

(13) "Campus security officers," employees of the Board of Regents whose positions are subject to the minimal educational training standards established by the law enforcement standards commission pursuant to chapter 23-3 and who satisfactorily complete the training required by chapter 23-3 within one year of employment and whose primary duty as sworn law enforcement officers is to preserve the safety of the students, faculty, staff, visitors and the property of the University of South Dakota and South Dakota State University. The employer shall file with the system evidence of the appointment as a sworn law enforcement officer at the time of employment and shall file evidence of satisfactory completion of the training program pursuant to chapter 23-3 within one year of employment;
FOR AN ACT ENTITLED, An Act to provide for the deposit of certain revenues in the educational facilities fund established by chapter 13-51.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. That the code be amended by adding a NEW SECTION to read:

Notwithstanding any provision of law to the contrary, in the case of any project described in chapter 5-12 involving institutions under the control of the board of regents, for any year in which the Legislature has appropriated funds for the payment of lease rentals with respect to the project, any revenues received by the authority as a result thereof, other than from the appropriation, shall be assigned to and deposited in the educational facilities fund established by chapter 13-51;
DRAFT MOTION 20181204_4-I:
I move to grant the Executive Director the authority to finalize and execute a Lease Option Agreement in substantively similar form the that set forth in Attachment II, and to execute any ancillary agreement necessary and appropriate to provide for the construction of West 54th Street as shown in Attachment I.
The USD Discovery District is willing to accept and assume responsibility for the Street Cost in exchange for BOR granting to the USD Discovery District the exclusive option to lease up to forty (40) additional acres of BOR owned land pursuant to the Lease Option Agreement set forth in Attachment II. Once identified and agreed to by the BOR, the additional acreage would be governed by and subject to the terms of the Master Ground Lease. In the event the USD Discovery District identifies a parcel of property to which the BOR does not consent to leasing, the parties would mutually identify and agree to a parcel that will allow the USD Discovery District to effectively carry out the development and operations of the park.

**IMPACT AND RECOMMENDATION**

The development of West 54th Street, as shown in Attachment I, will ultimately benefit the development and operation of the USD Discovery District, in addition to providing ancillary benefit to the University Center Sioux Falls. The forty (40) acre lease option will provide the USD Discovery District with additional flexibility and growth potential as it seeks to meet the individual needs of prospective tenants as it develops the park within the parameters provided in the Master Ground Lease.

Staff recommends approval.

**ATTACHMENTS**

Attachment I – West 54th Street Development
Attachment II – USD Discovery District Lease Option
LEASE OPTION AGREEMENT

This LEASE OPTION AGREEMENT (this “Agreement”) is made and entered into effective the ______ day of December, 2018, by and between the South Dakota Board of Regents (“BOR”) and the University of South Dakota Research Park, Inc., doing business as the University of South Dakota Discovery District (“Discovery District”).

W I T N E S S E T H:

WHEREAS, BOR, as Landlord, and Discovery District, as Tenant, entered into an Amended and Restated Master Ground Lease Agreement dated April 15, 2016 (the “Master Lease”) for the lease of certain parcels of property described therein (the “Leased Property”);

WHEREAS, BOR owns unimproved real property neighboring the Leased Property in the University Center Research Park Addition to the City of Sioux Falls, Minnehaha County, South Dakota and in the South Dakota Public Universities & Research Center Addition to the City of Sioux Falls, Minnehaha County, South Dakota (“BOR Property”);

WHEREAS, a third party developer is developing property adjacent to BOR Property, which development will include construction of 54th Street in Sioux Falls, South Dakota (the “Street Construction”);

WHEREAS, the third party developer has asked BOR to share in the costs of such Street Construction, which is estimated at $143,267.54 (the “Street Cost”); and

WHEREAS, Discovery District desires the Street Construction and is willing to accept and assume responsibility for the Street Cost in exchange for BOR granting to Discovery District the exclusive option to lease the Option Property, subject to the terms and conditions hereof.

NOW, THEREFORE, BOR hereby grants to Discovery District the exclusive option to lease the Option Property on the terms and conditions stated below.

ARTICLE 1
Option

Section 1.1 Option. BOR hereby irrevocably grants to Discovery District an exclusive option to lease up to forty (40) acres of the BOR Property, which acreage will be identified upon exercise of the Option (the “Option Property”).

Section 1.2 Option Consideration. As consideration for the Option granted herein, Discovery District assumes and accepts responsibility for the Street Cost.

Section 1.3 Option Term. The term of the Option shall commence upon execution hereof and shall continue in effect until December 31, 2028.
Section 1.4  **Exercise of Option.** Discovery District may exercise its Option, upon consent of BOR, which consent shall not be unreasonably withheld, by notifying BOR prior to the end of the option term that Discovery District elects to lease the Option Property, which notice will identify the Option Property. In the event BOR does not consent to the lease of the identified Option Property, the BOR and the Discovery District shall mutual identify and agree to an Option Property that will allow the Discovery District to effectively carryout the development and operations of the Research Park. The Option may be exercised in one or more notices during the Option Term. Upon exercise, the Discovery District and BOR will amend the Master Lease to include the Option Property within the leased premises as described therein. All other terms of the Master Lease will remain unchanged unless amended by the mutual agreement of the parties.

**ARTICLE 2**

**Miscellaneous**

Section 2.1  **Prior Agreements.** This Agreement is the entire, final, and complete agreement of the parties pertaining to the subject matter of this Agreement and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Option and Street Construction is concerned.

Section 2.2  **Modification.** No modification or amendment of this Agreement will be valid unless in writing and signed by both parties hereto.

Section 2.3  **Severability.** Any subsequent determination of invalidity of individual clauses of this Agreement shall not render the entire Agreement invalid. Rather, the invalid provision shall be removed and the balance of this Agreement enforced in accordance with its remaining terms and as consistent as possible with the original intent of the parties.

Section 2.4  **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of South Dakota without regard to any conflicts of law principles that would allow or permit application of other law. In the event that any litigation should arise concerning this Agreement, the venue of such action shall be in the state circuit court for Minnehaha County, South Dakota, and both parties consent to such court’s jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

SOUTH DAKOTA BOARD OF REGENTS

By:  
Its:  

UNIVERSITY OF SOUTH DAKOTA RESEARCH PARK, INC.

By: Rich Naser, Jr., its President
DRAFT MOTION 20181204_4-J:
I move to adopt Special Resolution No. 18-2018 on a roll call vote which will:

1) Request the Building Authority to proceed with the issuance of revenue bonds (“Revenue Bonds”) to finance costs of constructing, renovating, furnishing, and equipping the Projects in an aggregate principal amount not to exceed $34,500,000.

2) Authorize the President of the Board and the Executive Director to execute an instrument of transfer to effect the transfer of jurisdiction over the affected real property for the Project.

3) Authorize the President of the Board and the Executive Director to execute a supplement to the existing lease between the Board and the Building Authority. This lease establishes the basis for the continued occupancy and use of the premises by the Board and outlines the conditions of payment to the Building Authority for such occupancy and use.

4) Authorize the officers of the Board and the Executive Director to take such other actions and to execute such other documents as may be required to carry out the actions approved pursuant to such special resolutions.
Design Plan and that is being presented to the Board at the December 2018 meeting. The funding plan passed by the Legislature to fund the new building follows:

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>One-time General Funds</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Private Funding</td>
<td>$16,600,000</td>
</tr>
<tr>
<td>SDSU Funding</td>
<td>$7,500,000</td>
</tr>
<tr>
<td>Bonding</td>
<td>$20,000,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$46,100,000</strong></td>
</tr>
</tbody>
</table>

The fund sources to debt service the estimated bond payment of $1,375,000 for 25 years are: $650,000 per year – Expiring Ethanol Fund; $475,000 per year – Fertilizer Inspection Fee Increase of $0.25 per ton; $250,000 – Ongoing General Fund cut from Coop Extension.

The Board approved the Dakota Dome renovation project Preliminary Facility Statement at the October 2017 and the Facility Program Plan at the December 2017 meeting. The project was submitted to the legislative session in 2018 and approved (HB 1060). The Building Committee approved the phases of the Facility Design Plan in May and September. The Facility Design Plan for Phase I – Outdoor Football Practice Field was approved by the Board in June 2018, and the Facility Design Plan for Phase II – Interior Renovation was approved in October 2018. Funding for the project will come from the following sources:

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>USD HEFF M&amp;R</td>
<td>$5,400,398</td>
</tr>
<tr>
<td>USD Local Funds</td>
<td>$6,419,602</td>
</tr>
<tr>
<td>Bonding</td>
<td>$14,500,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$26,320,000</strong></td>
</tr>
</tbody>
</table>

The fund source that will be used to debt service the estimated bond payment of $1,000,000 for 25 years is private funds guaranteed by the USD Foundation.

**South Dakota Building Authority Bonding**

The Building Authority, at the request of the Board of Regents, has agreed to finance the Projects through the issuance of revenue bonds (the “Revenue Bonds”) of the Building Authority. The Building Authority advised the Board staff that the Revenue Bonds are expected to be priced and sold within the following parameters:

The Series 2018A Bonds shall be issued in an aggregate principal amount such that not more than (i) $20,000,000 of the proceeds of the Series 2018A Bonds shall fund a portion of the costs of acquisition, developing, construction and equipping a new classroom and laboratory building to be known as the Raven Precision Agriculture Center to be located at South Dakota State University to be leased to the South Dakota Board of Regents (the “SDSU Project”) and (ii) $14,500,000 of the proceeds of the Series 2018A Bonds shall fund a portion of the costs of renovating the Dakota Dome and constructing a new practice football field at the University of South Dakota for lease to the South Dakota Board of Regents (the “USD Project”).
The last stated maturity date of the Series 2018A Bonds shall not be later than June 1, 2043; (iii) the yield for arbitrage purposes on any Series of the Series 2018A Bonds shall not exceed 5.0%, (iv) the purchase price to be paid by the Underwriter for any Series of Series 2018A Bonds shall not be less than the 99.0% of the principal amount of such Series of Bonds, plus an amount sufficient to pay costs of issuance of the Bonds, (v) the Underwriter’s discount on the Series 2018A Bonds (as measured as a percentage of total proceeds of the Series 2018A Bonds) shall not exceed 0.50% and (vi) that the aggregate stated principal amount of the Series 2018A Bonds does not exceed $34,500,000.

IMPACT AND RECOMMENDATIONS

The Board is being asked to adopt a single resolution on a roll call vote, that will (1) request the Building Authority to go forward with the bonding for the Projects, (2) authorize the formal transfer of jurisdiction over the necessary property or structures to the Building Authority, (3) amend the lease agreement between the Board and the Building Authority to reflect the new transactions, and (4) authorize the officers of the Board of Regents and the Executive Director to execute other documents as may be required.

Property transferred to the Building Authority as collateral for the Revenue Bonds will be reconveyed to the Board once the construction bonds, or refinancing instruments, have been discharged.

Attached are copies of the Special Resolution and of the Twenty-Fifth Supplement to the Lease between the Board and the Building Authority.

The resolution and lease supplements are necessary to complete the bond transaction and should be approved by the Board.

ATTACHMENTS

Attachment I – Special Resolution
Attachment II – Twenty-Fifth Lease Supplement
Special Resolution No. 18-2018

Special Resolution requesting the South Dakota Building Authority (the “Building Authority”) to proceed with the sale of its tax-exempt Revenue Bonds (the “Revenue Bonds”) in order to finance an aggregate amount of costs of not to exceed $34,500,000 (i) to pay costs of issuance associated with the Series 2018A Bonds, (ii) to fund a portion of the costs of acquisition, developing, construction and equipping a new classroom and laboratory building to be known as the Raven Precision Agriculture Center to be located at South Dakota State University to be leased to the South Dakota Board of Regents (the “SDSU Project”), and (iii) to fund a portion of the costs of renovating the Dakota Dome and constructing a new practice football field at the University of South Dakota for lease to the South Dakota Board of Regents (the “USD Project” and together with the SDSU Project, the “Projects”), to transfer jurisdiction over the site of the Projects, and to authorize the execution of a Lease Supplement to the Lease dated February 1, 1984 with the Building Authority to finance the Projects described herein.

Recitals

Whereas, the Board of Regents has previously considered and approved preliminary plans for the construction, furnishing, and equipping of the Projects and now wishes to authorize and request financing for the Projects with the proceeds of Revenue Bonds to be issued by the Building Authority to provide up to $34,500,000 of the costs of constructing, renovating, furnishing, and equipping such Project; and

Whereas, pursuant to the provisions of section 12 of chapter 123 of the 2018 Session Laws of the South Dakota Legislature, the South Dakota Legislature has determined that it is in the public interest for the Authority and the Board of Regents to contract for the SDSU Project at a total estimated cost of up to $55,000,000, and to finance the cost thereof up to twenty million dollars ($20,000,000) revenue bonds issued by the Authority under SDCL chapter 5-12; and

Whereas, pursuant to the provisions of section 1 of chapter 114 of the 2018 Session Laws of the South Dakota Legislature, the South Dakota Legislature has determined that it is in the public interest for the Authority and the South Dakota Board of Regents (the “Board of Regents”) to contract for the USD Project at a total estimated cost of up to $46,100,000, and to finance the cost thereof up to fourteen million five hundred thousand dollars ($14,500,000) revenue bonds issued by the Authority under SDCL chapter 5-12; and

Whereas, the Building Authority will require the Board of Regents to execute a Twenty-Fifth Lease Supplement to the Lease dated February 1, 1984, relating to the site of the Projects (herein referred to as the “Projects Site”); and

Whereas, the requirement by the Building Authority is based upon the expectation of issuing Revenue Bonds which will relate to the Twenty-Fifth Lease Supplement for such Projects; and

Whereas, the Building Authority has also submitted to the Board of Regents, a form of a proposed Twenty-Fifth Lease Supplement relating to the projects hereinabove referred to; and
WHEREAS, the form of the proposed Twenty-Fifth Lease Supplement provides for the determination of rentals under the formula established by the Building Authority and accepted by the Board of Regents, taking into account appropriations to be made by the South Dakota Legislature from any legally available funds including, without limitation, funds derived from operating revenues or donations with respect to the facilities which constitute the Projects; and

WHEREAS, the Building Authority anticipates delivery of the Revenue Bonds as and when its advisers indicate the municipal bond market appears favorable and therefore requests the execution of the Twenty-Fifth Lease Supplement.

THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the South Dakota Board of Regents, as follows:

A. That the State Board of Regents does hereby request that the South Dakota Building Authority proceed with the sale of Revenue Bonds in order to finance an aggregate amount of construction costs of not to exceed $34,500,000 for the SDSU Project and the USD Project for lease from the Building Authority to the Board of Regents.

B. That the Revenue Bonds shall have a final stated maturity of not later than June 1, 2043, and shall result in bond proceeds being made available to finance (a) the costs of the Projects being financed as described herein and (b) the costs of issuing the Revenue Bonds.

C. That the President and Executive Director of the South Dakota Board of Regents be and they are hereby authorized to execute, acknowledge and deliver in the name and on behalf of the South Dakota Board of Regents an Instrument of Transfer, in a form consistent with the form of the instruments of transfer used in connection with previous bond issues of the South Dakota Building Authority that financed projects of the Board of Regents, transferring jurisdiction of the sites, buildings and the portions of the campus real property comprising the building site described in Exhibit A hereto attached and made a part hereof.

It is the intent of the Board of Regents that the legal description in Exhibit A represents the correct legal description for the property thereon described. If it is determined that any legal description in Exhibit A is incomplete or incorrect, the Executive Director is directed to obtain the correct legal description and replace Exhibit A therewith.

D. That the President and Executive Director of the South Dakota Board of Regents be and they are hereby authorized to execute, acknowledge and deliver in the name and on behalf of the South Dakota Board of Regents, such documents as the South Dakota Building Authority may require in connection with the issuance of the Revenue Bonds to be issued to finance the improvements described herein.

E. That the President and Executive Director of the South Dakota Board of Regents be and they are hereby authorized to execute and acknowledge and deliver in the name of and on behalf of the Board of Regents the Twenty-Fifth Lease Supplement between the South Dakota Board of Regents and the South Dakota Building Authority relating to the facilities described in the preambles hereto by executing the final form of the Twenty-Fifth Lease Supplement presented to and on file in the office of the South Dakota Board of Regents.
F. All prior Resolutions and other acts or proceedings of this Board which are in any way inconsistent with the terms of this Resolution are hereby amended to the extent necessary to give full force and effect to this Resolution.
Adopted and approved this _____ day of _______, 2018

SOUTH DAKOTA BOARD OF REGENTS

_________________________________
Its: ______________________________

ATTEST:

_________________________________

Executive Director

South Dakota Board of Regents
Exhibit A

The preliminary legal description for the Projects site is presented below. Once plans for new facilities and their appurtenances have been finalized, new descriptions calling out the metes and bounds of the property subject to the lease will supersede these preliminary descriptions, all as contemplated in Paragraph C of SPECIAL RESOLUTION NO. 18-2018.

[TO COME]
THIS TWENTY-FIFTH LEASE SUPPLEMENT (the “Twenty-Fifth Lease Supplement”), dated as of December __, 2018, between the South Dakota Building Authority (the “Lessor”) and the South Dakota Board of Regents (the “Lessee”).

WITNESSETH:

WHEREAS, Lessor and Lessee have heretofore executed and delivered that certain Lease, dated as of February 1, 1984, (the “Original Lease”) under which Lessor leased to Lessee certain parcels of real estate; and

WHEREAS, Lessor and Lessee have heretofore executed and delivered a certain First Lease Supplement (the “First Lease Supplement”), a Second Lease Supplement (the “Second Lease Supplement”), a Third Lease Supplement (the “Third Lease Supplemental”), a Fourth Lease Supplement (the “Fourth Lease Supplement”), a Fifth Lease Supplement (the “Fifth Lease Supplement”), a Sixth Lease Supplement (the “Sixth Lease Supplement”), a Seventh Lease Supplement (the “Seventh Lease Supplement”), an Eighth Lease Supplement (the “Eighth Lease Supplement”), a Ninth Lease Supplement (the “Ninth Lease Supplement”), a Tenth Lease Supplement (the “Tenth Lease Supplement”), an Eleventh Lease Supplement (the “Eleventh Lease Supplement”), a Twelfth Lease Supplement (the “Twelfth Lease Supplement”), a Thirteenth Lease Supplement (the “Thirteenth Lease Supplement”), a Fourteenth Lease Supplement (the “Fourteenth Lease Supplement”), a Fifteenth Lease Supplement (the “Fifteenth Lease Supplement”), a Sixteenth Lease Supplement (the “Sixteenth Lease Supplement”), a Seventeenth Lease Supplement (the “Seventeenth Lease Supplement”), an Eighteenth Lease Supplement (the “Eighteenth Lease Supplement”), a Nineteenth Lease Supplement (the “Nineteenth Lease Supplement,” a Twentieth Lease Supplement, (the “Twentieth Lease Supplement”), a Twenty-First Lease Supplement (the “Twenty-First Lease Supplement”), a Twenty-Second Lease Supplement (the “Twenty-Second Lease Supplement”), a Twenty-Third Lease Supplement (the “Twenty-Third Lease Supplement”) and a Twenty-Fourth Lease Supplement (the “Twenty-Fourth Lease Supplement”), and all such Lease Supplements being collectively the “Existing Lease Supplements”) to the Original Lease, under which Lessor leased to Lessee certain additional parcels of real estate; and

WHEREAS, Lessor and Lessee now desire to amend the Original Lease to include the parcels of real estate described in Exhibit A attached hereto and made a part hereof as part of the real estate leased under the Original Lease and to undertake the projects described on Exhibit A-1 hereto as authorized by the provisions of chapter 114 and chapter 123 of the 2018 Session Laws of the South Dakota Legislature, and as further described and defined in Exhibit A and Exhibit A-2, (collectively, the “Series 2018A Project”); and to provide for and confirm the term for which such parcels of real estate will be leased and the rental payable by Lessee for and in respect of such parcels of real estate; and

NOW, THEREFORE, in consideration of the terms and covenants herein made and for other good and valuable consideration it is hereby covenanted and agreed by said parties as follows:
Section 1. Lessor, in consideration of the rentals reserved and of the covenants and promises contained in the Original Lease, as supplemented by the Existing Lease Supplements and this Twenty-Fifth Lease Supplement (as now or hereinafter amended, restated or supplemented, the “Lease”), to be kept and performed by the Lessee, does hereby lease to Lessee the parcels of real estate described in Exhibit A attached hereto together with all improvements, equipment and other facilities located or constructed on such property by Lessor and constituting the Series 2018A Project. The parcels described in Exhibit A and the Series 2018A Project are hereinafter referred to as the “Additional Property.” Exhibit A may be amended as provided in Section 9 hereof.

Section 2. The term for the Additional Property shall commence on the date hereof, and shall end on June 1, 2043 unless sooner terminated as set forth in the Original Lease and with the privilege of renewal provided for in the Original Lease.

Section 3. Subject to Section 22 of the Original Lease, the Lessee hereby covenants and agrees to pay Lessor rent for and in respect of such Additional Property in the amounts and on the dates for each of the years set forth in Schedule A attached hereto (as to the facilities described in Exhibit A). All such amounts shall be payable from appropriations provided by the legislature of the State of South Dakota from any legally available funds including, without limitation, higher education facility fees assessed by the Board of Regents, the precision agriculture fund created by Section 8 of chapter 123 of the 2018 Session Laws of the South Dakota Legislature, funds derived from operating revenues or donations of Lessee with respect to the facilities which constitute the Additional Property at the site identified on Exhibit A-1, and Lessee hereby covenants and agrees to request such appropriations from the legislature from time to time to make such payments. In all cases, the Lessee's obligation to pay rent to Lessor hereunder also includes an obligation, in each case, to pay the costs of insurance and administrative fees pursuant to the Act as specified on Schedule A.

Section 4. This Twenty-Fifth Lease Supplement to the Original Lease shall be construed in connection with and as a part of the Original Lease and the Existing Lease Supplements and all terms, conditions and covenants contained in the Original Lease and the Existing Lease Supplements shall apply to the Additional Property and the rights and obligations of Lessor and Lessee with respect thereto. Wherever in the Original Lease the term “Facilities” is used or referred to said term shall be taken and held to refer to and include “Additional Property” unless the context otherwise requires. All terms used in this Twenty-Fifth Lease Supplement which are defined in the Original Lease shall, unless the context otherwise requires, have the meanings set forth in the Original Lease.

Section 5. Whenever in any notice, certificate or other instrument reference is made or intended to be made to the Lease as amended by this Twenty-Fifth Lease Supplement, it shall be sufficient to refer to the “Lease dated February 1, 1984,” and such reference shall include without more a reference to said Lease as supplemented hereby.

Section 6. The Lessor and Lessee expressly agree that the Lessee shall transfer jurisdiction rather than title to the Additional Property as authorized by SDCL Section 5-12-10.
Section 7. The Lessee hereby covenants and agrees to comply with all applicable
terms and conditions of the Internal Revenue Code of 1986, as amended, with respect to
obligations the interest on which is excluded from gross income under Section 103 thereof with
respect to the Board of Regents Project.

Section 8. The Lessee acknowledges that Lessor has provided Lessee with a copy of
Lessor's current version of its Post Issuance Compliance Manual (as now or hereafter amended
or revised, the “Manual”). Lessee hereby agrees to cooperate with Lessor and to comply with all
obligations and responsibilities set forth in the Manual with respect to a user of facilities
financed with bonds.

Section 9. The Lessee may cause the legal description of the Additional Property to
be amended on Exhibit A in order to include the footprint of the building(s) described herein or
otherwise intended to be included hereby together with any related parking and access rights
thereto, such amendment to be completed within 6 months of completion of construction and in
no event later than June 1, 2021. Lessor shall consent to such amendment so long as Lessee
represents, covenants and agrees that the improvements are located on the property described
thereon and shall be used for the purposes described in the Thirty-Ninth Supplemental Bond
Resolution adopted by Lessor on November 30, 2018.
IN WITNESS WHEREOF, the South Dakota Board of Regents has caused this Twenty-Fifth Lease Supplement to be executed on its behalf by its President pursuant to due authorization and the authorized seal to be hereunto affixed and attested by its Executive Director and the South Dakota Building Authority has caused this Twenty-Fifth Lease Supplement to be executed on its behalf by its Chairman and its corporate seal to be hereunto affixed and attested by its Executive Secretary, pursuant to due authorization of said Authority, all as of the day and date above written. This Twenty-Fifth Lease Supplement has been executed in several counterparts, each of which may be considered as an original.

SOUTH DAKOTA BOARD OF REGENTS

By ___________________________

Its: President

ATTEST:

______________________________

Its Executive Director

SOUTH DAKOTA BUILDING AUTHORITY

By ___________________________

Its: Chairman

ATTEST:

______________________________

Its Executive Secretary

[SEAL]
STATE OF SOUTH DAKOTA  

)  

) SS  

COUNTY OF ____________  

)  

On this the ____ day of December, 2018, before me, the undersigned, a Notary Public within and for said County and State, personally appeared ____________________, the President of the South Dakota Board of Regents, known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

________________________________________  

Notary Public  

My commission expires:
STATE OF SOUTH DAKOTA  )

) SS

COUNTY OF _____________  )

On this the _____ day of December, 2018, before me, the undersigned, a Notary Public within and for said County and State, personally appeared ________________, the Executive Director of the South Dakota Board of Regents, known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

________________________________________
Notary Public

My commission expires:
STATE OF SOUTH DAKOTA  

)  

) SS  

COUNTY OF _______________  )  

On this the ____ day of December, 2018, before me, the undersigned, a Notary Public within and for said County and State, personally appeared ________________ and ________________, the President and the Executive Director, respectively, of the South Dakota Board of Regents, known to me to be the persons who are described in and who executed the foregoing instrument and acknowledged to me that such persons executed the same.

_______________________________
Notary Public

My commission expires:
STATE OF SOUTH DAKOTA )
 ) SS
COUNTY OF MINNEHAHA )

On this the _____ day of December, 2018 before me, the undersigned, a Notary Public within and for said County and State, personally appeared Thomas W. Graham, Chairman of South Dakota Building Authority, and Donald A. Templeton, the Executive Secretary of South Dakota Building Authority, known to me to be the persons who are described in and who executed the foregoing instrument and acknowledged to me that such persons executed the same.

________________________________________
Notary Public

My commission expires:

[SEAL]
EXHIBIT A

Projects and Metes and Bounds Description

South Dakota State University Raven Precision Agriculture Center

The demolition of existing facilities, removal of rubbish, site preparation, construction, furnishing, and equipping of the Raven Precision Agriculture Center, together with furnishings and equipment, including heating, air conditioning, plumbing, water, sewer, electric facilities, sidewalks, parking, landscaping, architectural and engineering services, asbestos abatement, and such other services or actions as may be required to accomplish the project, all as contemplated and authorized by Chapter 123 of the 2018 Session Laws of the South Dakota Legislature (the “SDSU Project”). See Exhibit A-1 for metes and bounds description.

University of South Dakota DakotaDome

The design and renovation of the DakotaDome at the University of South Dakota, together with furnishings and equipment, including heating, air conditioning, plumbing, water, sewer, electric facilities, sidewalks, parking, landscaping, architectural and engineering services, asbestos abatement, and such other services or actions as may be required to accomplish the project including a new outdoor practice field with synthetic turf north of the existing DakotaDome, all as contemplated and authorized by Chapter 114 of the 2018 Session Laws of the South Dakota Legislature (the “USD Project”). See Exhibit A-2 for metes and bounds description.
EXHIBIT A-1

SERIES 2018A BOARD OF REGENTS PROJECT

The SDSU Project is to be located on the respective parcels of real property described on Exhibit A and is being financed in part with the South Dakota Building Authority Revenue Bonds, Series 2018A:

[Insert Metes and Bounds Description for SDSU Project]
EXHIBIT A-2

SERIES 2018A BOARD OF REGENTS PROJECT

The USD Project is to be located on the respective parcels of real property described on Exhibit A-2 and is being financed in part with the South Dakota Building Authority Revenue Bonds, Series 2018A:

[Insert Metes and Bounds Description for USD Project]
SCHEDULE A

SCHEDULE OF ADDITIONAL LEASE PAYMENTS TO BE MADE BY
THE SOUTH DAKOTA BOARD OF REGENTS

INCLUDING

A 3.0% ADMINISTRATION/INSURANCE FEE FOR SDSU PROJECT AND
A 1.5% ADMINISTRATION/INSURANCE FEE FOR USD PROJECT

WITH RESPECT TO FACILITIES DESCRIBED ON EXHIBIT A-1 AND FINANCED
BY

SOUTH DAKOTA BUILDING AUTHORITY
REVENUE BONDS, SERIES 2018A

(Series 2018A Board of Regents Projects - See Schedules A-1 and A-2 for individual Projects)
See Attached
SCHEDULE A-1

SCHEDULE OF ADDITIONAL LEASE PAYMENTS
TO BE MADE BY
THE SOUTH DAKOTA BOARD OF REGENTS

INCLUDING A 3.0% ADMINISTRATION/INSURANCE FEE
WITH RESPECT TO FACILITIES DESCRIBED ON EXHIBIT A-1 AND FINANCED
BY

SOUTH DAKOTA BUILDING AUTHORITY
REVENUE BONDS, SERIES 2018A

(Series 2018A Board of Regents Project - Raven Precision Agriculture Center)

See Attached
SCHEDULE A-2

SCHEDULE OF ADDITIONAL LEASE PAYMENTS
TO BE MADE BY
THE SOUTH DAKOTA BOARD OF REGENTS

INCLUDING A 1.5% ADMINISTRATION/INSURANCE FEE
WITH RESPECT TO FACILITIES DESCRIBED ON EXHIBIT A-1 AND FINANCED
BY

SOUTH DAKOTA BUILDING AUTHORITY
REVENUE BONDS, SERIES 2018A

(Series 2018A Board of Regents Project - DakotaDome)

See Attached
DRAFT MOTION 20181204_5-B:
I move to approve the SDSBVI Comprehensive Plan for Special Education as presented.
Where the responsibility of South Dakota School for the Blind and Visually Impaired differs from that of local education agencies, the exceptions are noted in the document. Much of the information in the Comprehensive Plan (see Attachment I) is documented in the SDSBVI school policy handbooks.

IMPACT AND RECOMMENDATION
Each year the Board of Regents are asked to approve the Comprehensive Plan developed by SDSBVI staff. Local school boards across the state are required to approve similar plans, and since the SDBOR serves this capacity for SDSBVI formal approval is required prior to submission.

Board staff recommend approval.

ATTACHMENTS
Attachment I – SDSBVI Comprehensive Plan & Signature Page
South Dakota Comprehensive Plan/Program Narrative

Sec. 300.201 Consistency with State policies.

The LEA, in providing for the education of children with disabilities within its jurisdiction, must have in effect policies, procedures, and programs that are consistent with the State policies and procedures, established under Secs. 300.101 through 300.163, and 300.165 through 300.174. (Authority: 20 U.S.C. 1413(a)(1))

South Dakota Administrative Rule 24:05:21:01. Local education agency comprehensive plans- Contents.

Each local education agency must have a current comprehensive plan approved by the school board on file with the district superintendent or designee. Documentation supporting the implementation of the local school district’s comprehensive plan shall be maintained by the district for review by Special Education Programs staff during onsite monitoring visits. Districts shall update comprehensive plans consistent with 24:05:21:01.02 and recertify their content annually.

The South Dakota School for the Blind and Visually Impaired has formally adopted the following policies and procedures as the district’s comprehensive plan for special education. These policies and procedures were approved by the school board on December 5, 2018. As indicated by the signature below, the authorizing official acknowledges SDSBVI will meet all requirements of the Individuals with Disabilities Education Act and Article 24:05 through the implementation of these policies and procedures and furthermore, provides assurances that it meets each of the conditions in 34 CFR 300.201 through 300.213.

CERTIFICATION- I certify that I have read and reviewed the above assurance and will comply with all provisions of applicable federal and state laws.

12/5/2018

Signature of Authorized Official

Date

Kevin V. Schieffer, President, South Dakota Board of Regents

Typed Name and Title

2500 W. Brentridge Circle  Sioux Falls, SD  57108  605-321-6410

Address/State/Zip  Telephone Number

*This page must be signed by the school district official listed above and returned to:

Department of Education
Special Education Programs
800 Governor’s Drive
Pierre, SD  57501

If your coop is turning in one comprehensive plan narrative for all member districts, every district must still submit this page.
South Dakota LEA Comprehensive Plan: Program Narrative

SECTION I: Free and Appropriate Public Education (FAPE) 34 C.F.R. §§ 300.101-300.108, 300.110; ARSD 24:05:13:02

The district/cooperative and all member schools/districts will make available to all children with disabilities residing in the district(s) between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school, as provided for in 300.530(d); 24:05:26 and 24:05:26.01, ARSD. Specific reference in the narrative to include:

- FAPE beginning at age 3; 300.101(b); ARSD 24:05:13:02
- Children advancing from grade to grade; 300.101(c); ARSD 24:05:13:02
- Limitations- age exceptions to FAPE; 300.102; ARSD 24:05:22:04.01
- FAPE- methods and payments; 300.103; ARSD 24:05:19:08
- Residential placement; 300.104; ARSD 24:05:19:08
- Extended school year services; 300.106; ARSD 24:05:25:26
- Nonacademic services; 300.107; ARSD 24:05:28:06
- Physical education; 300.108; ARSD 24:05:28:08
- Program options; 300.110; ARSD 24:05:28:04

District Narrative:

The South Dakota Board of Regents (BOR), the South Dakota School for the Blind and Visually Impaired (SDSBVI), and the South Dakota Department of Education Special Education Programs (DOE) are committed to the assurance of appropriate educational services for children with disabilities as identified by the Individuals with Disabilities Education Improvement Act (IDEA) and Section 504 of the Rehabilitation Act of 1973, South Dakota Codified Law (SDCL) chapter 13-37 (Special Assistance and Related Services), and the Administrative Rules of South Dakota (ARSD) Article 24:05 (Special Education). The SDSBVI will provide alternative placement educational programming to assist school districts to make free appropriate public education available to children whose visual impairments preclude satisfactory educational achievement in regular classes with the use of supplementary aids and services; outreach services directly and through consultation with school districts across South Dakota; lending library and related materials access for students and their families and school districts across the state; in-service training; coordinated services for students served in dual enrollment in the special school and LEA; evaluation; related technical assistance; extended school year, and transition. The DOE will ensure through compliance monitoring and the provision of ongoing technical assistance that SDSBVI is provided with the assistance to accomplish their mission of education to students with visual impairments.

- FAPE beginning at age 3; 300.101(b); ARSD 24:05:13:02

The South Dakota School for the Blind and Visually Impaired will make a FAPE available to all students who are admitted to the SDSBVI. This includes any student with a disability who has been suspended or expelled.

- Children advancing from grade to grade; 300.101(c); ARSD 24:05:13:02

All eligible students with disabilities, regardless of whether they are advancing from grade to grade, will have FAPE available to them on an individualized basis as determined by the student’s IEP team on an annual basis. Exceptions to FAPE for students aged 3-21 includes those students who have graduated from high school with the regular high school diploma.

- Limitations- age exceptions to FAPE; 300.102; ARSD 24:05:22:04.01

NA
Pursuant to SDCL § 13-37-1.3, the school district has a non-delegable duty to provide a free appropriate public education for each resident child. Although the preferred placement for all children is in the school that they would ordinarily attend if they were not disabled, for some children, the least restrictive environment may involve an alternative placement in a special school. Placement in a special school does not transfer the school district’s responsibility for FAPE to the special school providing an alternative placement. Rather, it necessitates a close cooperation between the school district and the special school to assure that the school district can provide necessary educational or related services that are ordinarily unavailable through the special school.

The parties agree that the Individualized Educational Plan team provides the proper setting to assign responsibility for providing educational and related services that the IEP team has determined to be necessary to provide FAPE to a child. To facilitate necessary discussions, the SDSBVI will assume responsibility for scheduling IEP team meetings, for providing parental notices, for assigning necessary special school staff or contractors to participate in the IEP process, for distributing information to parents and IEP team members, for creating records of IEP team proceedings and for otherwise providing support to the school district insofar as concerns operations of the IEP team meetings convened at the SDSBVI.

The school district will retain responsibility for providing a free appropriate public education to each child it has placed at the special school. The school district will co-chair IEP teams convened at the SDSBVI, and the school district will provide related services identified by the IEP team as necessary for a child’s free appropriate public education but not otherwise available at the SDSBVI. This could include such locally contracted services such as mental health counseling, occupational or physical therapy, etc. for which the LEA will assume fiscal responsibility.

The SDSBVI superintendent/designee will be responsible to ensure that the proper procedures are followed in the development, review, and revision of each IEP.

(1) All educational programs, evaluations, room and board and other services provided by SDSBVI are provided at no cost to parents or local school districts. Districts remain responsible for travel as determined during the IEP process and for any additional services (i.e. OT, PT, psychological counseling or outside therapy) that are not conducted by SDSBVI personnel, but are included on the IEP.

(2) SDSBVI meets the standards established by the state board in this article and the implementing regulations for Part B of the Individuals with Disabilities Education Act.

(3) SDSBVI provides services for students from birth to age 22 and works together with Birth-Three and local school districts.

(4) All educational programs and services are in conformity with the IEP.

- Residential placement; 300.104; ARSD 24:05:19:08

Consistent with the IEP requirements in this article regarding the provision of services in a timely manner, the SDSBVI will ensure that there is no inappropriate delay in implementing a child’s IEP, including any case in which the payment source for providing or paying for special education and related services to the child is being determined.

All educational programs, evaluations, room and board and other services provided by SDSBVI are provided at no cost to parents or local school districts. Districts remain responsible for travel as determined during the IEP process and for any additional services (i.e. OT, PT, psychological counseling or outside therapy) that are not conducted by SDSBVI personnel, but are included on the IEP.

- Assistive technology; 300.105; ARSD 24:05:27:18 ARSD 24:05:27:19

Each individual child’s need for assistive technology is assessed and discussed by the IEP team. The assistive technology determined by the team to be appropriate for the student will be provided by the SDSBVI and if purchased will remain the property of SDSBVI. Training in the use of the devices will be provided to the student and SDSBVI staff and to parents upon request.
• Extended school year services; 300.106; ARSD 24:05:25:26

The SDSBVI provides an extended school year that focuses on the expanded core curriculum for students who are blind or visually impaired. Recommendation for the extended school year program comes through the IEP process. An IEP is developed and implemented that addresses the need for extended school year services. The IEP team shall determine the length of the school day and duration of extended school year services based on the individual child’s needs. However, students who are not on an IEP may still be eligible for services during the summer if they meet the requirement of having a visual impairment.

• Nonacademic services; 300.107; ARSD 24:05:28:06

For any student enrolled at the SDSBVI, the IEP team determines the extent and type of nonacademic and extracurricular services that will be provided in settings off campus. The SDSBVI will ensure that each child with a disability has the supplementary aids and services determined by the child’s IEP team to be appropriate and necessary for the child to participate in nonacademic settings.

• Physical education; 300.108; ARSD 24:05:28:08

Physical education services are made available to every child enrolled at the SDSBVI. Regular physical education is mandated through high school.

Students who are served at the SDSBVI require some adaptation of the physical education program because of their reduced vision. Some eye conditions preclude certain physical activities which would cause jarring. Some competitive games, such as goalball and other events such as cross-country and downhill skiing for blind skiers are available for SDSBVI students. The goal of physical education for blind, visually impaired, and deaf blind children is the same as it is for other children to develop healthy bodies and promote lifelong activity.

Adapted physical education program at the SDSBVI provides students with opportunities to achieve their maximum potential for physical development. Unless restricted because of individual needs, all students receive instruction in adapted physical education through high school. Students are involved in physical exercise, games, dance, and select competitive activities. When individually appropriate, students can take part in competitive or intramural sports through the public or parochial school systems.

• Program options; 300.110; ARSD 24:05:28:04

The SDSBVI will ensure that students available to them a variety of educational programs and services which are available to non-handicapped children including art, music, industrial arts, consumer and homemaking education, and vocational education. Responsibility for any costs associated with participation in the various programs will be determined through the IEP process. The local school district has fiscal responsibility for tuition, fees and/or transportation required for participation in programming within the Aberdeen community. The LEA must give prior consent to any such arrangement; SDSBVI cannot obligate the district without their approval. The student or family may pay participation in some activities; other activities may be sponsored by the SDSBVI.
SECTION II: Full educational opportunity goal (FEOG) 34 C.F.R. § 300.109; ARSD 24:05:22:04, ARSD 24:05:22:04.01

The district/cooperative and all member schools/districts will have in effect policies and procedures, demonstrating that the district/cooperative has established a goal of providing full educational opportunity to all children with disabilities, aged birth through 21, and include a timetable for accomplishing that goal.

District Narrative:

The South Dakota School for the Blind and Visually Impaired, consistent with the timetable established by the State of South Dakota and Part B of the Individuals with Disabilities Education Act (IDEA), has a goal of providing full educational opportunity to all children with visual impairments, aged birth through twenty-one. The district will review data annually to guide decisions with regard to adjustments in its programs to ensure appropriate services to all students with disabilities.

It is the goal of the South Dakota School for the Blind and Visually Impaired to provide a full educational opportunity to all children with vision loss (SDCL 13-61 specifies the students to be served), age birth through twenty-one, consistent with the timetable established in the South Dakota Eligibility Document or Part B of the Individuals with Disabilities Act.

The school’s procedures for determining the additional number and kind of facilities, personnel and services needed in order to meet its full program services goal are as follows:

1. The South Dakota School for the Blind and Visually Impaired will review current statistical information from the district’s special education program reflecting: a) number of referrals being submitted; and b) number resulting in the identification of additional students requiring special education services.

2. The South Dakota School for the Blind and Visually Impaired will review the current census information projecting the number of new special education students to be served based on previous population percentages experienced by the district.

3. The South Dakota School for the Blind and Visually Impaired will review the annual federal child count statistics reflecting the current number of special students being served, their primary disability condition, kinds of related services required, amount of time in special and regular education, and any other information to assist in program development.

4. The South Dakota School for the Blind and Visually Impaired will review students referred and receiving services from SDSBVI to determine sufficiency of resources to meet identified need.
SECTION III: Child Find 34 C.F.R. § 300.111; Child Identification ARSD 24:05:22

The district/cooperative and all member schools/districts must have in effect policies and procedures for ensuring that all children with disabilities who reside within the boundaries of the district/cooperative member districts, including those who are homeless children or are wards of the state, and children with disabilities who attend private schools, regardless of the severity of their disabilities, who are in need of special education and related services are identified, located, and evaluated and a practical method is developed and implemented to determine which children with disabilities are currently receiving needed special education and related services. Specific reference in the narrative to include:

- Use of the term developmental delay; ARSD 24:05:24.01:09
- Children who may be suspected of having a disability, and in need of special education, even though they are advancing from grade to grade, 300.111(c)(1); ARSD 24:05:22:01
- Children who are highly mobile, including migrant children, 300.111(c)(2); ARSD 24:05:22:01

District Narrative:

The South Dakota School for the Blind and Visually Impaired, has in effect policies and procedures to ensure that all children with visual impairments who reside within the boundaries of the state of South Dakota and who may be in need of special education and related services are located, identified, and evaluated according to all relevant regulations. This includes those students who may be homeless or wards of the state, as well as children with visual impairments who may attend private schools or be homeschooled. Child find includes our ongoing efforts to identify pre-school and school age students with vision loss through our referral and evaluation procedures.

The primary responsibility for identification of students who are visually impaired rests with the local public schools. The SDSBVI bears an obligation to inform the local school districts and general public of the programs and services available. In addition, the SDSBVI has a responsibility to enhance public awareness of blindness and the abilities of persons who are blind.

The Superintendent is responsible for the coordination, implementation and documentation of public information activities. The Liaison for Services is the primary contact person for local school districts and parents and is the one who maintains the register of students requesting and receiving services.

The public information campaign is an ongoing process and is broad in an attempt to reach all potential consumer groups statewide. The following have been used as a part of the SDSBVI public awareness campaign.

a) Development of brochures which have been distributed to local school districts, cooperatives, optometrists, ophthalmologists, and public health entities.

b) Preparation of a booth to display at educational conferences, health fairs and other related group events.

c) Development of an on campus tour for educational and civic groups including Northern State University and Presentation College students and public school children. A Braille card with information about the school was printed for distribution during tours.

d) Presentations on topics related to vision loss and the education of visually impaired children to educational and health professionals, public school students, civic organizations and teacher preparation programs.

e) Utilization of radio, television, and newspaper press releases and inclusion of articles in publications which reach parents and professionals.

f) Distribution of the school newspaper, The Pioneer, to parents, local schools, libraries, legislators and others.

g) Participation by SDSBVI administration, faculty and staff in local and statewide educational conferences, meetings and taskforce groups, i.e. school administrators, special education, early childhood, speech/language pathologists, school counselors, librarians and interagency groups.

h) Participation in conferences of blind consumer groups in the state.
i) Collaboration with the South Dakota Birth to Three Programs, South Dakota State Library, Vocational Rehabilitation, and Local Public Schools.

j) Creation and maintenance of website, Facebook account, and Pinterest account.

k) Collaboration with local and state civic and organizations such as the Chamber of Commerce and Lions.

The Liaison for Services maintains a record of public information activities. The Liaison works with the Administrative Assistant to maintain a masterlist of students receiving services from the SDSBVI; this list is updated quarterly. The Superintendent is responsible for the maintenance of daily attendance records and reporting the child count to the Special Education Programs.

The Superintendent is responsible for maintaining the American Printing House for the Blind registration of eligible students receiving services through the SDSBVI, and serves as Ex Officio Trustee.

Child Identification is included as an area of mutual effort in the BOR/BOE Cooperative Plan.

The SDSBVI maintains a Master Database of all students B-21 who have been referred to the school because of vision loss.

1. Collecting: The information on all students who have been referred to the outreach program is collected and maintained by the Outreach Vision Consultants and remains a part of the student file. For new on campus students, the information is collected by the Liaison for Services; the information for enrolled students is updated annually by the Principal following the IEP meeting.

2. Maintaining: Outreach files and Masterlist are maintained by the Outreach Vision Consultants. The files for on campus students are maintained by the Principal/designee.

3. Reporting: All students receiving services on campus have been determined to meet eligibility requirements. Only the students served on campus are included in the federal child count report.

All students served by the SDSBVI have been referred by the Local School District. Student files, including information on placement, are maintained for each student served on campus and are available for review by the DOE. All master files for students served through outreach are maintained in the LEA.

- Use of the term developmental delay; ARSD 24:05:24.01:09

NA

- Children who may be suspected of having a disability, and in need of special education, even though they are advancing from grade to grade, 300.111(c)(1); ARSD 24:05:22:01

NA

- Children who are highly mobile, including migrant children, 300.111(c)(2).

NA
SECTION IV: Individualized Education Program (IEP) 34 C.F.R. 300.112; ARSD 24:05:27

The district/cooperative and all member schools/districts will ensure that an individualized education plan (IEP), or an individual family service plan (IFSP) that meets the requirements of section 636(d) of the Act, is developed, reviewed, and revised for each child with a disability in accordance with 34 C.F.R. §§ 300.320 – 300.324, except as provided in 300.300(b)(3)(ii). Specific reference must include:

- Content of the IEP; 300.320(a)(1-7); ARSD 24:05:27:01.03
- Transition services; 300.320(b); ARSD 24:05:27:13.02
- Transfer of rights at the age of majority; 300.320(c); ARSD 24:05:27:01.03
- The IEP team; 300.321; ARSD 24:05:27:01.01
- Parent participation in the IEP; 300.322; ARSD 24:05:25:16
- When the IEP must be in effect; 300.323; ARSD 24:05:25:22
- Development of the IEP; 300.324; ARSD 24:05:27:01.02
- Routine checking of hearing aids and external components of surgically implanted medical devices, 300.113; ARSD 24:05:27:05

District Narrative:

The South Dakota School for the Blind and Visually Impaired ensures that each identified student with a vision loss has a current IEP in place that meets the requirements of Section 636(d) of the IDEA, and that has been developed in accordance with the requirements at 34 CFR sections 300.320 through 324. All identified students served at SDSBVI will have a current IEP in place at the beginning of the school year, and for eligible preschool students, by their third birthday. Each eligible student’s IEP will be reviewed periodically, but not less than annually, to review progress and determine whether annual goals are being met.

- Content of the IEP; 300.320(a)(1-7); ARSD 24:05:27:01.03

The SDSBVI superintendent/designee will be responsible to ensure that the proper procedures are followed in the development, review, and revision of each IEP.

The joint IEP team will ensure that all appropriate special education issues are addressed and documented on the IEP. The district’s Comprehensive Plan along with the IEP Technical Assistance Guide, available from Special Education Programs, will be used as references in the development, review, and revision of each IEP.

The SDSBVI has adopted a format for the IEP which is very similar to the state IEP form. All sections of the IEP must be completed during the meeting. Upon adjournment, the parents, LEA and SDSBVI all receive copies of the new IEP. The following information must be included:

1. A statement of the student’s present levels of academic achievement and functional performance, including how the student’s disability affects the student’s involvement and progress in the general curriculum (i.e., the same curriculum as for nondisabled students).

   For preschool student, as appropriate, how the disability affects the student’s participation in appropriate activities.

   Eye condition and implications of vision loss on the child’s education and recommended educational modifications.

2. A statement of measurable annual goals, including academic and functional goals, designed to:

   (a) Meet the student’s needs that result from the student's disability to enable the student to be involved in and progress in the general education curriculum; and

   (b) Meet each of the student’s other educational needs that result from the student's disability.

For students with disabilities who take alternate assessments aligned to alternate achievement standards, each student’s IEP shall provide a description of benchmarks or short-term objectives.
3. A statement of the special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student, or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student:

(a) To advance appropriately toward attaining the annual goals;

(b) To be involved and make progress in the general education curriculum in accordance with this section and to participate in extracurricular and other nonacademic activities; and

(c) To be educated and participate with other students with disabilities and nondisabled students in the activities described in this section.

4. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in activities described in this section.

5. A statement of any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the student on state and district-wide assessments consistent with § 24:05:14:14. If the IEP team determines that the student shall take an alternate assessment instead of a particular regular state or district-wide assessment of student achievement, a statement of why:

(a) The student cannot participate in the regular assessment; and

(b) The particular alternate assessment selected is appropriate for the student.

6. The projected date for the beginning of the services and modification described in this section and the anticipated frequency, location, and duration of those services and modifications.

7. A description of how the student’s progress toward the annual goals described in this section will be measured and when periodic reports on the progress the student is making toward meeting the annual goals (such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards) will be provided.

8. Beginning not later than the first IEP to be in effect when the student turns 16, or younger if determined appropriate by the IEP team, and updated annually thereafter, the IEP shall include:

(a) Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and, if appropriate, independent living skills; and

(b) The transition services (including courses of study) needed to assist the student in reaching those goals.

9. Beginning not later than one year before a student reaches the age of majority under state law, the student’s individualized education program must include a statement that the student has been informed of his or her rights under Part B of the Individuals with Disabilities Education Act, if any, that will transfer to the student on reaching the age of majority consistent with § 24:05:30:16.01.

10. Lists of individuals participating in the development of the IEP and identification of persons responsible for its implementation.

11. Determination of need for Extended School Year (ESY) and specific services to be provided.

12. Determination of person responsible for checking hearing aids and external components of surgically implanted medical devices and condition of prescribed eyewear.

- Transition services; 300.320(b); ARSD 24:05:27:13.02

Beginning not later than one year before a student reaches the age of majority under state law, the student’s individualized education program must include a statement that the student has been informed of his or her rights under Part B of the Individuals with Disabilities Education Act, if any, that will transfer to the student on reaching the age of majority consistent with § 24:05:30:16.01.
• Transfer of rights at the age of majority; 300.320(c); ARSD 24:05:27:01.03

Beginning not later than one year before a student reaches the age of majority under state law, the student’s individualized education program must include a statement that the student has been informed of his or her rights under Part B of the Individuals with Disabilities Education Act, if any, that will transfer to the student on reaching the age of majority consistent with § 24:05:30:16.01.

• The IEP team; 300.321; ARSD 24:05:27:01.01

The following individuals serve as members of the IEP team:

1. Student (required age 16 and older/as appropriate under age 16)  
   Student participation in the development of the IEP is strongly encouraged whenever appropriate. For students age 16 and older, participation in the IEP/ITP (Individual Transition Plan) is expected. It is important that students be fully prepared prior to the meeting. It is the responsibility of the Case Teacher to assist with this preparation. The Student Services Director may serve as a resource in working with the student.

2. Parents/Guardians

3. LEA Representative (co-chair)

4. Principal/Superintendent (co-chair)

5. Case Teacher/Special Education Teacher

6. Case Manager (if student is in residential program)

7. Evaluator(s)

8. Others who may be involved:
   A. Student Services Director
   B. Transition Specialist (age 16 and up)
   C. Faculty and Staff with instructional responsibilities
   D. Speech Pathologist
   E. Occupational Therapist
   F. Physical Therapist
   G. Registered Nurse
   H. Outreach Vision Consultant
   I. Outside Consultants
   J. Others as requested by parents or LEA

A member of the IEP team is not required to attend an IEP team meeting, in whole or in part, if the parent of a student with a disability and the school district agree in writing that the attendance of the member is not necessary because the member’s area of the curriculum or related services is not being modified or discussed in the meeting. A member of the IEP team may be excused from attending, in whole or in part, an IEP team meeting that involves a modification to or discussion of the member’s area of the curriculum or related services, if:

(1) The parent and school district consent in writing to the excusal; and

(2) The member submits, in writing to the parent and the IEP team, input into the development of the IEP before the meeting.
All decisions of the IEP team will be made jointly by the parents, school district and SDSBVI personnel through the IEP process and specified on the child’s IEP. The IEP will be in effect before special education and related services are provided to a child and will be implemented as soon as possible following an IEP meeting.

Parents will have an opportunity to evaluate the continuum of educational options for their child.

The SDSBVI will ensure that the parent receives a copy of the completed IEP and that the IEP is made available to all service providers.

IEPs will be written annually (within 365 days of the previous plan) by the IEP team. For students enrolled on campus, Case Teachers and Case Managers play an important role in the development and implementation of the IEP for each student assigned to them.

The exact dates for the IEPs will fluctuate each year. A current IEP must be on file at the beginning of the school year. IEPs must not extend beyond 365 days in duration. Each student must have a comprehensive evaluation completed every three years or more frequently when requested by a parent or teachers. Comprehensive evaluations must be completed within twenty-five (25) school days (upon receipt of consent for evaluation) and an IEP developed within thirty (30) calendar days from the end of the 25 school days evaluation timeline.

**PROCESS:**

1. Scheduling of IEPs will be done by the Educational Secretary who will contact parents and LEA to set up a mutually agreeable date and time, determine who will be present, and decide whether the meeting will be held person-to-person or by teleconference. A Contact Report will be maintained as an official record of legal notification. All arrangements made by telephone will be followed with a Parental Prior Notice Form to parents, LEA, SDSBVI staff, and others as identified. As the meeting arrangements are finalized, SDSBVI staff will be notified and also receive a copy of the Parental Prior Notice Form.

2. In preparation for the IEP meeting, Case Teachers will schedule and conduct a prestaffing to do the following:
   a. Review the child’s progress since the last IEP meeting and current strengths and needs.
   b. Review all evaluation data.
   c. Discuss placement options and generate ideas for a program which would address the child’s individual needs.
   d. Discuss potential for related service needs and options for implementation.
   e. Identify components which should be considered for the Individual Education Plan (IEP) and Individual Transition Plan (ITP) [for students 16 and older], including the specific goals of participation in other programs.
   f. Determine which SDSBVI staff should attend the IEP meeting. Prestaffings should be held at least 5 days prior to the IEP so that parents can be notified as to who will be in attendance.
   g. It is the responsibility of each teacher, case manager, and therapist to share relevant information with the Case Teacher.

3. Information brought to the IEP meeting should be in rough draft form for discussion by the team.

4. IEP meetings will be co-chaired by the SDSBVI Principal or designee and the school district representative who are jointly responsible for completion of the IEP document and are authorized to commit to expenditures.
5. There is a single format for all IEPs. The IEP must reflect the skill areas impacted by the disability (as opposed to assigned classes). Therefore, the goals which are identified by the team will be implemented across domains. It is significant that the IEP reflect those special adaptations which address the student’s vision loss and compensatory skills.

6. The IEP meeting may take place in person or by teleconference, but all provision of prior notice, participation, and content must be met.

7. All areas on the IEP form must be completed or marked as not applicable/not required.

8. Copies of the completed IEP will be provided to the parent and LEA with one copy retained for the student’s cumulative file at the SDSBVI. Additional copies of the IEP will be made upon the request of parent or LEA for other individuals or agencies who will be working with the child. Copies will be provided to the service providers who work with the student.

Changes in the IEP

Any changes in the IEP, including changes in short-term objectives or related services, must be made by the IEP team. The Principal must notify the parents and LEA of the proposed changes and initiate an IEP meeting. An Addendum must be written and attached to the original IEP. This process may take place in person or by teleconference, but all provision of prior notice must be met.

Transfer

If an eligible student transfers to a new public agency in the same State, and enrolls in a new school within the same school year, the new public agency (in consultation with the parents) must provide a free appropriate public education (FAPE) to the child (including services comparable to those described in the child’s IEP from the previous public agency), until the new public agency either:

- Adopts the child’s IEP from the previous public agency; or
- Develops, adopts, and implements a new IEP that meets the applicable requirements.

Routine checking of hearing aids and external components of surgically implanted medical devices, 300.113; ARSD 24:05:27:05

Determination of person responsible for checking hearing aids and external components of surgically implanted medical devices and condition of prescribed eyewear is included in each SDSBVI IEP.
SECTION V: Least Restrictive Environment (LRE), 34 C.F.R. §§ 300.114 – 300.120; ARSD 24:05:28

The district/cooperative and all member schools/districts will ensure that, to the maximum extent appropriate, children with disabilities, including those in public or private institutions or other care facilities, are educated with children who are not disabled, and special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only when the nature and severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. Specific reference must include:

- A continuum of alternative placements; 300-115; ARSD 24:05:28:02
- Placements; 300.116; ARSD 24:05:28:03
- Non-academic settings, 300.117; ARSD 24:05:28:06
- Children in public or private institutions; 300.118; ARSD 24:05:28:07
- Teachers and administrators are provided with technical assistance and training; 300.119; ARSD 24:05:28:11
- Monitors placements, 300.120; ARSD 24:05:28:12

District Narrative:

The South Dakota School for the Blind and Visually Impaired ensures the availability of a continuum of alternative placements to provide each student with a disability the opportunity for education in the Least Restrictive Environment. Any removal of a student with a disability from the regular education environment may occur only when the nature and severity of the child’s needs dictate that education in regular classes, with the use of supplementary aids and services cannot be achieved satisfactorily.

- A continuum of alternative placements; 300-115; ARSD 24:05:28:02

Students who have a visual impairment which impacts their education are eligible for services from the SDSBVI. These educational programs and services may be offered in a variety of ways to ensure that the child receives an appropriate education in the least restrictive environment. In all cases the programming and services to be provided are specified in the IEP.

Special education programs and services necessary to meet individual needs will be coordinated with the regular education program whenever appropriate. Removal from a regular classroom will occur only when the nature and severity of the child’s needs is such that education in regular classes with the use of supplementary aids cannot be satisfactorily achieved. Provisions will be made for appropriate classroom settings or alternative settings necessary to implement the IEP. Out of district placement will be utilized only when necessary to implement the IEP and will be as close to home as possible.

Placement in the least restrictive environment will not produce a harmful effect on the child or reduce the quality of services the child needs.

Parents will have an opportunity to evaluate the continuum of educational options for their child.

The following factors in determining placements will be used by the SDSBVI.

a) Each child’s educational placement must be individually determined at least annually and must be based on the child’s individual education program;

b) Provisions are made for appropriate classroom or alternative settings necessary to implement a child’s individual education program;

c) Discussion of the ways the child’s visual impairment impacts their educational achievement;

d) Except where a child’s individual education plan requires some other arrangement, the child shall be educated in the school which that child would normally attend if not disabled. Other placement shall be as close as possible to the child’s home;

e) Placement in the least restrictive environment will not produce a harmful effect on the child or reduce the quality of services which that child needs; and

f) A child with a disability is not removed from education in age appropriate regular classrooms solely because of needed modifications in the general curriculum.
• Placements; 300.116; ARSD 24:05:28:03

The SDSBVI provides an array of educational programs and services on the campus in Aberdeen and in local school districts across the state of South Dakota. Thus the SDSBVI endorses and assists local school districts to provide a continuum of placements for students who are blind, visually impaired, or deaf blind. Alternative placements could include regular education programs with modification, resource rooms, self-contained programs, day school programs, residential school programs, and home and hospital programs. The SDSBVI can implement these alternatives in the following ways:

a) EVALUATION SERVICES: The SDSBVI provides comprehensive educational evaluations and interpretation of results for parents and public school teachers and recommendations for appropriate educational programming and placement. Vocational testing is also available.

b) CONSULTATION SERVICES: The SDSBVI provides consultative services for local school districts, cooperatives and parents to assist them in developing child identification procedures and appropriate educational programs. Consultation services range from early intervention to transition.

c) DAY SCHOOL PROGRAMS: The SDSBVI provides direct educational programs and services to visually impaired students, including those who are multihandicapped and deaf blind. For some students this may be a full day program at the SDSBVI or a combined program with public or private preschools, public or parochial schools at the elementary or high school level, Aspire, etc.

d) RESIDENTIAL SCHOOL PROGRAM: The SDSBVI provides residential services for those students who are better served in such an environment and who need the continuity of an extended and intensive program. Residential services are available to students who live too far away to make daily travel feasible.

e) HOME AND HOSPITAL PROGRAMS: The SDSBVI will provide limited direct service and/or consultation in home or hospital environments when it best meets the needs of the student. Home or hospital programs through the SDSBVI are temporary in nature and of limited duration.

f) OTHER SETTINGS: The SDSBVI will provide consultation and/or training for students with visual impairments in vocational programs, work settings, and other locations upon request.

• Non-academic settings, 300.117; ARSD 24:05:28:06

Nonacademic and extracurricular activities will be provided for students at the SDSBVI to afford them equal opportunities for participation. Students may take part in extracurricular and/or nonacademic courses offered in the Aberdeen public or parochial schools, preschools, A-TEC, NSU, or other community programs. These activities may include counseling, athletics, transportation, health services, recreational activities, special interest groups or clubs, referrals to agencies (such as Service to the Blind and Visually Impaired and Opportunities in Independent Living) who provide services to persons with handicaps and opportunities for obtaining on the job training and outside employment.

In providing for or arranging for provision of academic, nonacademic and extracurricular services, each child will have opportunities to participate to the maximum extent possible and appropriate with non-handicapped peers. It will be the responsibility of SDSBVI personnel to work with others in the integrated setting (teachers, students, and others) to provide consultation and support as may be necessary.
Children in public or private institutions; 300.118; ARSD 24:05:28:07

Teaching our students to live and work successfully in the community is a part of our role and mission. Although students benefit from classroom instruction and role playing within the school environment, they also need opportunities to practice skills they have acquired in every day settings.

Blind and visually impaired children need to work harder to become familiar with “how things work,” having limited opportunities to observe and imitate others or raise questions about the events taking place around them. In addition, some students experience difficulty in transferring experiences and skills from one situation to another.

Making the community a part of the learning experience has been a part of the SDSBVI curriculum for a long time through public school classes, mobility lessons, recreational opportunities as well as classroom activities.

To ensure that students are getting the necessary opportunities to interact within the community, options including academic, nonacademic, recreational, and vocational will be discussed during the IEP meetings and included on the student’s IEP.

Each student who receives educational services has an annual review of his/her program by his/her placement committee. During that review consideration is given to reintegration into the local school district or provision of some program components within the Aberdeen public or private schools. “Guidelines for Decision Making” have been developed to assist SDSBVI personnel in this process. While the SDSBVI educational team will make recommendations, such decisions rest with the IEP team.

When it is determined that a student will benefit from another program, SDSBVI faculty and staff will work with the local school district to develop an appropriate plan for reintegration or transfer. The SDSBVI personnel will be available to meet with teachers and other service providers, travel to the local school district, provide in services for students or staff, assist with getting needed books and materials, and otherwise assist with the process.

A student remains eligible for SDSBVI programs and services until they receive a signed high school diploma or becomes 21 years of age during the fiscal year shall have free school privileges during the school year.

A student who returns to his/her local school district or other setting may receive educational diagnostic or consultative services as needed. In the event a student needs an on campus program at a later date, the normal placement process will apply.

Teachers and administrators are provided with technical assistance and training; 300.119; ARSD 24:05:28:11

Ongoing technical assistance and training are available to SDSBVI administrators and teachers through the DOE.

Monitors placements, 300.120; ARSD 24:05:28:12

The DOE monitors SDSBVI placement decisions at the local district and at SDSBVI through Special Education compliance monitoring and reporting.
SECTION VI: Procedural Safeguards, 34 C.F.R. § 300.121; ARSD 24:05:30

The district/cooperative and all member schools/districts will ensure that all children with disabilities and their parents are afforded procedural safeguards required by 34 C.F.R. §§300.500 through 300.536, and consistent with South Dakota Administrative Rule. Specific reference must include:

- Opportunity to examine records; parent participation in meetings; 300.501(a)(b)(c); ARSD 24:05:30:02
- Independent educational evaluations; 300.502; ARSD 24:05:30:03
- Prior written notice; content of notice; 300.503; ARSD 24:05:30:04
- Procedural safeguards notice; 300.504; ARSD 24:05:30:06.01, ARSD 24:05:30:06.02
- Use of electronic mail; 300.505; ARSD 24:05:30:06.03
- Availability of mediation; 300.506; ARSD 24:05:30:09
- Filing of due process complaints; 300.507; 300.508; 300.509; ARSD 24:05:30:07.01
- Resolution process; 300.510; ARSD 24:05:30:08.09-.12
- Impartial due process hearing; 300.511; ARSD 24:05:30:09.04
- Hearing rights; 300.512; ARSD 24:05:30:12
- Hearing decisions; 300.513; 300.514; 300.515; 300.516; 300.517; ARSD 24:05:30:11
- Status of child during due process proceedings; 300.518; 24:05:30:14 ARSD.
- Surrogate parents; children who are wards of the state; homeless youth; 300.519; ARSD 24:05:30:15
- Transfer of rights at age of majority; 300.520; ARSD 24:05:30:16.01
- Discipline procedures and manifestation determination; 300.530; ARSD 24:05:26:09.03
- Determination of setting; 300.531; ARSD 24:05:26:09.2
- Right of appeal of the determination of setting; 300.532; ARSD 24:05:26:09.05
- Placement during appeals; 300.533; ARSD 24:05:26:09.06
- Protections for children not determined eligible for special education and related services; 300.534; ARSD 24:05:26:14
- Referral to action by law enforcement and judicial authorities; 300.535; ARSD 24:05:26:15
- Change of placement due to disciplinary removals; 300.536; ARSD 24:05:26:02.01

District Narrative:

The South Dakota School for the Blind and Visually Impaired ensures that all children with disabilities and their parents are afforded the required procedural safeguards of 34 CFR 300.500 through 300.356 as outlined in the South Dakota Parental Rights and Procedural Safeguards document.

The district will provide a copy of the procedural safeguards document to the parents of an eligible child with a disability at least one time each year, in addition to the following:

- Upon initial referral or parent request for an evaluation;
- Upon request by the parent;
- In accordance with discipline procedures outline in the procedural safeguards document;
- Upon receipt of the first state complaint or first due process complaint in a given school year.

The LEA is responsible to post a copy of the procedural safeguards document on its website in both English and Spanish to afford access to the public.
Opportunity to examine records; parent participation in meetings; 300.501(a)(b)(c); ARSD 24:05:30:02

Parents, legal guardians, or eligible students have the right to inspect and review any educational records collected and maintained by the SDSBVI. Access by parents is not recorded on the Records Access Monitor. The school shall comply with a written request without unnecessary delay and within forty-five (45) calendar days after a request is received. Parents, legal guardians or eligible students requesting records for use at an Individualized Educational Planning Committee meeting, a hearing, or a hearing appeal shall be given immediate access to the requested records.

All decisions of the IEP team will be made jointly by the parents, school district and SDSBVI personnel through the IEP process and specified on the child’s IEP. The IEP will be in effect before special education and related services are provided to a child and will be implemented as soon as possible following an IEP meeting.

Parents will have an opportunity to evaluate the continuum of educational options for their child.

The SDSBVI will ensure that the parent receives a copy of the completed IEP and that the IEP is made available to all service providers.

Independent educational evaluations; 300.502; ARSD 24:05:30:03

For students enrolled at the SDSBVI, requests for an independent educational evaluation (conducted by persons other than SDSBVI staff) will be referred back to the LEA.

Upon request of a LEA or parent, the SDSBVI will conduct an independent educational evaluation for a visually impaired child who is a South Dakota resident. Such evaluation, conducted by the SDSBVI personnel, will be provided at no charge to either the LEA or parent. Both parents and LEA representatives will be invited to take part in the post evaluation staffing. Copies of the evaluation report will be sent to both the parent and LEA.

Pursuant to SDCL § 13-37-1.3, the local school district has a non-delegable duty to provide a free appropriate public education for each resident child. Although the preferred placement for all children is in the school that they would ordinarily attend if they were not disabled, for some children, the least restrictive environment may involve an alternative placement in a special school. Placement in a special school does not transfer the school district’s responsibility for FAPE to the special school providing an alternative placement. Rather, it necessitates a close cooperation between the school district and the special school to assure that the school district can provide necessary educational or related services that are ordinarily unavailable through the special school. This relationship is spelled out in the cooperative agreement between the Board of Regents and Board of Education.

The parties agree that the Individualized Educational Plan team provides the proper setting to assign responsibility for providing educational and related services that the IEP team has determined to be necessary to provide FAPE to a child. To that end, the parties agree that the local school district will have primary responsibility for the IEP. The special school will provide administrative support throughout the IEP process and will assign personnel who have the knowledge of special education and of the special school resources to assist the school district counterpart in guiding IEP team meetings convened at the special school. The parties agree further that where the IEP team identifies as necessary an educational or related service that the special school does not provide, the school district will be responsible for financing provision of such services.

Prior written notice; content of notice; 300.503; ARSD 24:05:30:04

The SDSBVI will not make a change in a student’s program without notifying the parents and local school district in writing at least five (5) days prior to initiating or refusing to initiate or changing the identification, evaluation or educational placement of a child or the provision of a free appropriate public education to the child.

Parental consent must be obtained in writing prior to a first time evaluation and before the initial placement of a child in a program providing special education or special education and related services. For subsequent evaluations which take place at the SDSBVI, parents will receive a prior consent form from the SDSBVI.
The notice to parents must include the following:

1. Describe the action that your school district proposes or refuses to take;
2. Explain why your school district is proposing or refusing to take the action;
3. Describe each evaluation procedure, assessment, record, or report your school district used in deciding to propose or refuse the action;
4. Include a statement that you have protections under the procedural safeguards provisions in Part B of the IDEA;
5. Tell you how you can obtain a description of the procedural safeguards if the action that your school district is proposing or refusing is not an initial referral for evaluation;
6. Include sources for you to contact for help in understanding Part B of the IDEA;
7. Describe any other options that your child’s individualized education program (IEP) Team considered and the reasons why those options were rejected; and
8. Provide a description of other factors relevant to why your school district proposed or refused the action.

- Procedural safeguards notice; 300.504; ARSD 24:05:30:06.01; ARSD 24:05:30:06.02

The notice must be:

1. Written in language understandable to the general public; and
2. Provided in your native language or other mode of communication you use, unless it is clearly not feasible to do so.

If your native language or other mode of communication is not a written language, your school district must take steps to ensure that:

1. The notice is translated for you orally or by other means in your native language or other mode of communication;
2. You understand the content of the notice; and
3. There is written evidence that 1 and 2 have been met.

You may elect to receive notices required in this document regarding prior written notice, procedural safeguards notice, and notices related to a due process complaint by an electronic mail communication if the district makes that option available. The district will document your request to receive these notices by electronic mail.

RELEASE FORMS

In order to protect students, parents, and the SDSBVI, several release forms must be completed and signed by parents each school year. When students return to school, parents are required to fill out and sign all release forms before they depart. Included in these papers is a form to obtain parental consent to release information about their child through the media. In addition to giving approval for the release of identifying information, parents also may note any limitations they wish to be followed.

Consent means that the parent has been fully informed of all information relative to the activity for which consent is sought, in his or her native language or other mode of communication; the parents understand and agree in writing to the carrying out of the activity for which consent is sought, and the consent describes that activity and lists any records which will be released and to whom; and the granting of consent by parents is voluntary and may be revoked in writing at any time.

- Use of electronic mail; 300.505; ARSD 24:05:30:06.03

SDSBVI will provide notices to parents by electronic mail if they elect to do so.
GRIEVANCE PROCEDURE

The school recognizes the need for students and/or parents to have appropriate ways to resolve conflict and disagreement with rules and/or procedures of the school, actions by any individual staff member of the school, or any discriminating policies, procedures or actions by the school or any of its employees. The following course of action should be used by the students and/or parents to try to change any policy of or action taken by the school or one of its employees or any discrimination encountered by any student and/or his/her parent(s).

1. The student and/or parents should make all attempts to resolve any conflict or disagreement in an informal manner. The student and/or parents can talk to his/her teacher or case manager to try to change a policy or action.

2. If the student and/or parents are not satisfied, the grievance can be taken, informally to the Principal, Dorm Supervisor, or Student Services Director.

3. Dissatisfaction with the Step 2 decision can result in a formal written complaint to the Principal. The student and/or his/her parents shall receive a written response within ten (10) working days of the receipt of the appeal.

4. If a resolution is not achieved, the student and/or his/her parents shall formally file a grievance with the Superintendent. The Superintendent shall respond in writing within ten (10) working days.

5. If the student and/or his/her parents are not satisfied with the Step 4 decision, a formal written complaint can be made to the Executive Director of the South Dakota Board of Regents. The Executive Director of the Board will respond in writing as quickly as possible. Action of the Board will be final for administrative procedure.

Filing of due process complaints; 300.507; 300.508; 300.509; ARSD 24:05:30:07.01

The BOR, the SDSD, the SDSBVI, and the DOE agree that the DOE has the responsibility under IDEA to monitor the special schools in order to ensure compliance with IDEA. As such, the DOE has the responsibility to oversee corrective actions as a result of compliance monitoring.

The BOR, the SDSD, the SDSBVI and the DOE agree that state and federal special education laws require that parents have access to due process procedures to resolve concerns about IEP plans or with the implementation of those plans. The parties agree that cooperation between the special schools and school districts will be essential to assure parents’ recourse to effective decision-makers who have the financial resources to provide services found to be necessary.

To this end, the parties agree that each placement agreement should specify that the special school and the school district will encourage parents to address concerns about IEP plans or with the implementation of those plans to the special school superintendent for informal resolution. Such procedures shall not preclude the parents from filing due process complaints about such matters, as permitted under regulation, but such due process complaints should be directed to the school districts since they have primary responsibility to provide a free appropriate public education.

Each placement agreement should specify that the special school and the school district will encourage parents to address concerns about IEP plans or with the implementation of those plans to the special school superintendent for informal resolution. Such procedures shall not preclude the parents from requesting mediation or initiating due process complaints as permitted under rule.

In the event that a parent initiates a due process complaint, the special school shall cooperate fully with the school district in meetings with parents convened to attempt to resolve the concern, in mediation sessions, if any, and in preparing for and participating in any formal hearings.
GRIEVANCE PROCEDURE

The school recognizes the need for students and/or parents to have appropriate ways to resolve conflict and disagreement with rules and/or procedures of the school, actions by any individual staff member of the school, or any discriminating policies, procedures or actions by the school or any of its employees. The following course of action should be used by the students and/or parents to try to change any policy of or action taken by the school or one of its employees or any discrimination encountered by any student and/or his/her parent(s).

1. The student and/or parents should make all attempts to resolve any conflict or disagreement in an informal manner. The student and/or parents can talk to his/her teacher or case manager to try to change a policy or action.

2. If the student and/or parents are not satisfied, the grievance can be taken, informally to the Principal, Dorm Supervisor, or Student Services Director.

3. Dissatisfaction with the Step 2 decision can result in a formal written complaint to the Principal. The student and/or his/her parents shall receive a written response within ten (10) working days of the receipt of the appeal.

4. If a resolution is not achieved, the student and/or his/her parents shall formally file a grievance with the Superintendent. The Superintendent shall respond in writing within ten (10) working days.

5. If the student and/or his/her parents are not satisfied with the Step 4 decision, a formal written complaint can be made to the Executive Director of the South Dakota Board of Regents. The Executive Director of the Board will respond in writing as quickly as possible. Action of the Board will be final for administrative procedure.

Impartial due process hearing; 300.511; ARSD 24:05:30:09.04

SDSBVI will ensure that procedures are established and implemented to allow parties to disputes involving any matter under this article, including matters arising before the filing of a due process complaint, to resolve disputes through a mediation process. Procedures for mediation are as follows:

(1) SDSBVI shall ensure that mediation is viewed as voluntary and freely agreed to by both parties and is in no way used to deny or delay an aggrieved party’s right to a hearing on a parent’s due process complaint, or to deny any other rights afforded under this article; and

(2) The mediation conference is an intervening, informal process conducted in a nonadversarial atmosphere that is scheduled in a timely manner and held in a location that is convenient to the parties in the dispute.

The state shall bear the cost of the mediation process, including the costs of meetings described in § 24:05:30:09.02.

Hearing rights; 300.512; ARSD 24:05:30:12

Any party to a hearing, under this chapter or chapters 24:05:26 and 24:05:26.01, has the right to:

(1) Be accompanied and advised by counsel and by individuals with special knowledge or training concerning the problems of children with disabilities, except that neither party has the right to be represented by a nonattorney at a hearing;

(2) Present evidence and confront, cross-examine, and compel the attendance of witnesses;

(3) Prohibit the introduction of any evidence at the hearing that has not been disclosed to that party at least five business days before the hearing;

(4) Obtain a written or, at the option of the parents, electronic verbatim record of the hearing; and

(5) Obtain written or, at the option of the parents, electronic findings of fact and decisions. The public agency shall transmit those findings and decisions, after deleting any personally identifiable information, to the state advisory counsel and shall make those findings and decisions available to the public.
Any party aggrieved by the decision of the hearing officer under this chapter or chapters 24:05:26 and 24:05:26.01 may bring a civil action with respect to a due process complaint notice requesting a due process hearing under the Individuals with Disabilities Education Act, 20 U.S.C. § 1415(i)(2). A civil action may be filed in either state or federal court without regard to the amount in controversy. The party bringing the action has 90 days from the date of a hearing officer’s decision to file a civil action. In any action brought under this section, the court:

(1) Shall review the records of the administrative proceedings;

(2) Shall hear additional evidence at the request of a party; and

(3) Basing its decision on the preponderance of the evidence, shall grant the relief that the court determines to be appropriate.

Nothing in Part B of the Individuals with Disabilities Education Act restricts or limits the rights, procedures, and remedies available under the Constitution, the Americans with Disabilities Act of 1990 as amended to July 1, 2013, Title V of the Rehabilitation Act of 1973 as amended to July 1, 2013, or other federal laws protecting the rights of children with disabilities. However, before the filing of a civil action under these laws, seeking relief that is also available under section 615 of IDEA, the procedures under this chapter for filing a due process complaint must be exhausted to the same extent as would be required had the action been brought under section 615 of IDEA.

As with interagency disputes, during the pendency of this dispute resolution process, the parties will ensure that services required to provide FAPE will continue. Disputed service(s) currently being provided will continue until the outcome of the dispute resolution process. The implementation of disputed service(s) not previously provided will be pursuant to a decision reached through the following resolution process.

The SDSBVI has established and implemented procedural safeguards, including the right to an independent educational evaluation, prior notice, and parental consent. Because students receive services from the SDSBVI through an IFSP or IEP process, responsibility for the appointment of a surrogate parent remains with the LEA.

All rights, including those related to student records, automatically are extended to the student at age 18, unless legal guardianship has been established. If the parents or legal guardians of an adult student deem this student mentally or emotionally incompetent to be responsible for the proper handling and disposition of his/her school record, these parents or guardians and not the school, must assume sole responsibility for having this incompetence legally established by the courts.

Discipline procedures and manifestation determination; 300.530; ARSD 24:05:26:09.03

NA

Determination of setting; 300.531; ARSD 24:05:26:09.2

NA

Right of appeal of the determination of setting; 300.532; ARSD 24:05:26:09.05

NA

Placement during appeals; 300.533; ARSD 24:05:26:09.06

NA
• Protections for children not determined eligible for special education and related services; 300.534; ARSD 24:05:26:14

NA

• Referral to action by law enforcement and judicial authorities; 300.535; ARSD 24:05:26:15

Nothing in Part B of the Individuals with Disabilities Education Act prohibits a school district or other public agency from reporting a crime committed by a student with a disability to appropriate authorities or to prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with a disability.

A school district or other public agency reporting a crime committed by a student with a disability shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by the appropriate authorities to whom it reports the crime. A school district reporting a crime under this chapter may transmit copies of the student’s special education and disciplinary records only to the extent that the transmission is permitted by the Family Educational Rights and Privacy Act, as amended to January 8, 2009.

• Change of placement due to disciplinary removals; 300.536; ARSD 24:05:26:02.01

If a short-term suspension from a class, classes, or school is anticipated because of a pupil’s violation of a policy, the procedure in § 24:07:02:01 applies.

Policy Statement – The suspension of students from the SDSBVI includes the general due process procedures used for all students. No student will be suspended from school for more than ten (10) days for a violation of a rule, regulation, or policy without a proper hearing as defined in Article 24:07. In all cases when suspension is contemplated, the parents and LEA will be notified.

It is the policy of the SDSBVI that no student will be expelled. If it appears necessary to discontinue services on the SDSBVI campus, the local school district will be notified so that a placement committee can be convened to evaluate the student’s needs and determine the best way to provide for a free appropriate public education.

SDSBVI Procedures – If a short-term suspension from a class, classes, or school is anticipated because of a student’s violation of a rule, regulation, or policy, the Principal or Superintendent shall give oral or written notice to the student as soon as possible following the alleged violation, stating the basis for the suspension. The student will be given an opportunity to answer the charges. In all cases of short-term suspension, the parents will be contacted by telephone, in person, or through written notice. In no cases will a student be suspended from school without prior notification of parents and provisions made for travel home or to an alternate site. The student may not be suspended for more than ten (10) days.

In cases where the safety or wellbeing of the student or others is jeopardized, the SDSBVI may elect to contact civil authorities, medical or mental health professionals for immediate intervention.
SECTION VII: Evaluation 34 C.F.R. §300.122; ARSD 24:05:25

The district/cooperative and all member schools/districts will ensure that all children with disabilities are evaluated in accordance with 34 C.F.R. §§300.300 through 300.311. Specific references must include:

- Parental consent (for initial evaluation, services, and re-evaluations; 300.300; ARSD 24:05:25:02.01, ARSD 24:05:25:06.01
- Initial evaluations; 300.301; ARSD 24:05:25:03
- Screening for instructional purposes; 300.302; ARSD 24:05:25:03.03
- Re-evaluations; 300.303; ARSD 24:05:25:06
- Evaluation procedures; 300.304; 300.305; ARSD 24:05:25:04
- Determining eligibility; 300.306; ARSD 24:05:25:04.03

District Narrative:

The SDSBVI serves children who have been determined eligible by their LEA prior to being accepted for placement. The LEA is responsible that all children with disabilities are evaluated in accordance with the following regulatory provisions:

- Parental consent (for initial evaluation, services, and re-evaluations; 300.300; ARSD 24:05:25:02.01, ARSD 24:05:25:06.01.

SDSBVI requires parental consent for re-evaluations. We will review areas of concern and determine areas to be assessed. Parents of enrolled students are contacted by phone by the Student Services Director in advance of the evaluation to secure their input into the evaluation process.

- Initial evaluations; (Preplacement evaluations, ARSD 24:05:25:03)

NA

- Screening for instructional purposes; 300.302; ARSD 24:05:25:03.03

NA

- Re-evaluations; 300.303; ARSD 24:05:25:06

The Liaison for Services, Student Services Director, and Outreach Vision Consultants will monitor the schedule for comprehensive evaluations that must be completed every three years or more frequently if requested by parent/guardian or teacher. This team will establish schedules and ensure proper notification to parents. They review areas of concern and determine areas to be assessed. Parents of enrolled students are contacted by phone by the Student Services Director in advance of the evaluation to secure their input into the evaluation process. Comprehensive evaluations must be completed within twenty-five (25) school days from receipt of consent for evaluation and an IEP developed within thirty (30) calendar days from the end of the 25 school days evaluation timeline. The Student Services Director ensures that parents receive written prior notice.

- Evaluation procedures; 300.304; 300.305; ARSD 24:05:25:04

NA

- Determining eligibility; 300.306; ARSD 24:05:25:04.03

NA


NA

ATTACHMENT I
SECTION VIII: Confidentiality 34 C.F.R. 300.123; ARSD 24:05:29, ARSD 24:05:21:05

The district/cooperative and all member schools/districts will ensure compliance with all regulations regarding the confidentiality of records and information, as noted in 34 C.F.R. §§300.610 through 300.626. Specific references must include:

- Notice requirements to parents; 300.612; ARSD 24:05:29:18
- Access rights; 300.613; ARSD 24:05:29:04
- Record of access; 300.614; ARSD 24:05:29:05
- Records on more than one child; 300.615; ARSD 24:05:29:06
- List of types and locations of information; 300.616; ARSD 24:05:29:07
- Fees for copies of records; 300.617; ARSD 24:05:29:08
- Amendments to records at parent’s request; 300.618; ARSD 24:05:29:09
- Opportunity for a hearing; 300.619; ARSD 24:05:29:10
- Result of hearing and hearing procedures; 300.620-621; ARSD 24:05:29:12
- Parental consent for the release of records; 300.622; ARSD 24:05:29:13
- Safeguarding of records; 300.623: ARSD 24:05:29:14
- Destruction of information; 300.624; ARSD 24:05:29:15
- Children’s rights; transfer at the age of majority; 300.625; ARSD 24:05:29:16
- Enforcement; policies and procedures; 300.626; ARSD 24:05:29:17
- Transfer of records for migratory children with disabilities; 300.213; ARSD 24:05:21:05

District Narrative:

The South Dakota School for the Blind and Visually Impaired ensures the compliance with all regulations regarding the confidentiality of personally identifiable information and all records according to 34 CFR 300.610 through 300.626.

- Notice requirements to parents; 300.612; ARSD 24:05:29:18

The parents of children enrolled at the SDSBVI and eligible students will be notified annually of their rights under this act. These rights are written in the Parent/Student Handbook distributed to all parents/students upon enrollment and again at the beginning of each school year. The SDSBVI will provide a copy of the procedural safeguards document ("South Dakota Parental Rights and Procedural Safeguards") at least one time each year in addition to the following:

- Upon request by the parent
- In accordance with discipline procedures in the procedural safeguards document
- Upon receipt of the first state complaint or first due process complaint in a given school year

The notice will include a statement that the parent/guardian has a right to inspect and review the child’s records, request amendment, consent to disclosure, file a complaint, and obtain a copy of the SDSBVI policy. The notice will indicate the location where copies of the SDSBVI policy are located. The SDSBVI will provide this notice by any means that are likely to inform the parents and eligible students of their rights and that will effectively notify parents of students who have a primary or home language other than English.
CONFIDENTIALITY POLICY

The Confidentiality Policy of the South Dakota School for the Blind and Visually Impaired guarantees:

1. The complete privacy of school records of every enrolled student or former enrolled student from unwarranted inspection by or communication to any unauthorized individual or agency.

2. Upon request, the right of the parents or legal guardians of every student and the similar right of every eligible student to read or to have read, explained and interpreted to them each and every portion of the record in the primary language of the home.

3. All parents, even those not having custody of their children, have access to each record kept on a child, unless barred by the court.

4. Parents have rights under the Family Education Rights and Privacy Act (FERPA) and also under the Individuals with Disabilities Education Act (IDEA) and will receive annual notification of those rights in the Student/Parent Handbook.

5. Copies of SDSBVI policies on confidentiality and retention and destruction of records are available in the main office during regular business hours.

EMPLOYEE ACCESS  Current confidentiality regulations limit access to student files to specific personnel, who have a legitimate educational interest in the individual child. Records may be reviewed by authorized individuals between 8:00 am and 4:30 pm, Monday through Friday and at other times and days as circumstances permit. Access by authorized SDSBVI employees is not recorded on the Records Access Monitor. If a student file is to be removed from the office area, a record consisting of the name of student, date, and name of person using file must be entered on the form provided.

PARENT/STUDENT ACCESS  Parents, legal guardians, or eligible students have the right to inspect and review any educational records collected and maintained by the SDSBVI. Access by parents is not recorded on the Records Access Monitor. The school shall comply with a written request without unnecessary delay and within forty-five (45) calendar days after a request is received. Parents, legal guardians or eligible students requesting records for use at an Individualized Educational Planning Committee meeting, a hearing, or a hearing appeal shall be given immediate access to the requested records.

The SDSBVI presumes that both parents have authority to inspect and review records relating to his/her child unless notified in writing that a parent does not have the authority under applicable state law governing such matters as guardianship, separation, divorce or custody.

Record of access; 300.614; ARSD 24:05:29:05

Parents have a right to know who has seen their child’s educational records, the Records Access Monitor kept with each file must be signed by all individuals who have requested or obtained access to records. The record will show who accessed the file, when, and the purpose. Those who may view the educational file without prior parental consent include representatives of Federal or State Educational Agencies, Testing Organizations (if anonymous), accrediting organizations, parents of a dependent student (even if the student has reached the age of majority), or others to protect the health and safety of the student or others in an emergency.

Professional workers undertaking educational research may be provided access to educational records without written consent when personally identifiable information has been deleted.

Records on more than one child; 300.615; ARSD 24:05:29:06

ACCESS RESTRICTIONS: Parents, legal guardians, and eligible students may at no time inspect the records of other students. If an educational record contains information on more than one child, the parents of those children may inspect only the information relating to their child or be informed of that specific information.
Student educational records are maintained and filed in the Staff Work Area. Confidentiality is the shared responsibility of every staff member who works with the students at the SDSBVI. Every student’s rights to privacy must be protected at all times. Those individuals who have access to the file in the central office are listed on the file cabinet. They are: Administrative Assistant, Business Manager, Case Managers, Dorm Supervisor, Educational Secretary, Instructional Assistants, Instructors, Liaison for Services, Low Vision Specialist, Nurses, Principal, Student Services Director, Superintendent, Technology Specialist, and Transition Specialist.

Files kept in the dormitories are available to the Residential Supervisor, Dormitory Staff, Student Services Director, Risk Manager, Superintendent, and Principal. Files kept in the Student Services Director’s Office and in the Infirmary are not available to any other staff other than the Superintendent and Principal. Requests for information should be made to the Student Services Director.

When parents, legal guardians, or eligible students, because of a visual impairment, cannot personally read the materials in the student record, a responsible adult may assist the requesting party to review the record in the presence of the administrator or administrator’s representative.

The student’s records may include:

1. Name, date of birth, sex and racial or ethnic group
2. Name, address and telephone number of parents
3. District of residence
4. Date of referral
5. Type of disability(s)
6. Services being provided
7. Curricular records and reports both academic and social
8. Academic assessment data
9. Health information and reports
10. Social history
11. Individual Educational Planning Committee Reports and Individual Educational Plans
12. Conduct and behavior evaluations
13. Communications

The working notes, professional observations, speculations and anecdotal experiences of teachers, administrators, case managers and student services director are private and the protected domain of the maker’s work files and may not be shared with others. Once these working files are shared, they are no longer considered private files.

STUDENT DIRECTORY INFORMATION -- The SDSBVI will maintain a record of student’s name, address, telephone number, grades and/or IEP, attendance record, classes attended, grade level completed and year completed.

Fees for copies of records; 300.617; ARSD 24:05:29:08

The SDSBVI does not charge a copying fee for records provided to parents, legal guardians, or eligible students. A copying fee may be charged for copies provided to a third party. The School will not charge a fee to search for or retrieve information.
Parents, legal guardians, or adult students retain the right to request that the educational records or portions thereof, be amended. Such requests may be made if the information is felt to be inaccurate, misleading or otherwise violates the privacy or the rights of the students. School officials shall decide within forty five (45) calendar days to amend the records as requested. If the request to amend the records is denied, the requesting party shall be advised of their right to a hearing.

Parents, legal guardians or adult students retain the right to challenge included record materials by a hearing process. The hearing process is as follows:

1. The school shall provide a hearing at the written request of parents, legal guardians, or eligible students to challenge records on grounds of their being inaccurate, misleading or otherwise in violation of the privacy or other right of the students.

2. The hearing shall be held within thirty (30) days after the request has been made.

3. Parents, legal guardians, or eligible students shall be given five (5) days advance notice of the date, place, and time of the hearing.

4. The hearing shall be conducted by a person chosen by the school (it can be a school official) who does not have direct interest in the hearing's outcome.

5. The parents, legal guardians, or eligible students shall be afforded a full and fair opportunity to present evidence related to the issues being challenged.

6. The parents, legal guardians, or eligible students may be assisted or represented by individuals of their own choice, including an attorney, at their own expense.

7. The hearing official shall make a decision based solely upon evidence presented at the hearing and include a summary of the evidence and the reasons for that decision.

8. The institutional decision must be issued within thirty (30) days following the conclusion of the hearing.

1. If the hearing's decision is to amend the record as requested, the school shall amend the information accordingly and inform the parents, legal guardians, or eligible students of the change.

2. If the decision of the hearing is to deny the requested amendment, the parents, legal guardians, or eligible students shall be informed of their right to place a statement in the record commenting on the decision or indicating any reason for disagreement with the decision of the school.

3. The statement or explanation of the parent, legal guardians, or eligible student shall be maintained by the school for as long as the record is maintained.

4. If the contested portion of the record is ever disclosed by the school to any party, the statement must also be disclosed.
Parental consent for the release of records; 300.622; ARSD 24:05:29:13

1. The SDSBVI will not release records to any other party or agency without the prior written consent of the parent, guardian, or eligible student. Consent from either parent is sufficient, unless a court order specifies both parents must sign. Parents and adult students have the right to revoke consent in writing at any time.

2. The SDSBVI may disclose information to officials of the local school district collecting or using the information. Information will not be released to participating agencies without parental consent except as follows:
   a. The SDSBVI may disclose personally identifiable information from the educational records of a student without the written consent of the parent or eligible student if the disclosure is to other school officials, including teachers, within the educational institution or local educational agency who have been determined by the agency or institution to have legitimate educational interests or to the officials of another school or school system in which the student seeks or intends to enroll; subject to the requirements set forth in “b.” of this section.
   b. The SDSBVI shall make reasonable attempt to notify the parent or eligible student except when disclosure is initiated by the parent or eligible student. It is SDSBVI policy to forward educational records upon request to a school in which a student seeks enrollment.

      The SDSBVI upon receiving personally identifiable information from another educational agency or institution may make further disclosure of the information on behalf of the agency without prior written consent if the conditions in “a.” and “b.” of this section are met and if the SDSBVI informs the party to whom disclosure is made of these requirements.

      If a parent refuses consent for the release of information to a third party, the party may proceed with the due process hearing procedures.
   c. The SDSBVI may legally submit any designated portion of a student’s record when authorized by judicial subpoena issued by the probate or other duly constituted court without consent, but with prior notification given to parents, legal guardians, and eligible students of the data transmitted.

3. When disclosure of records is made to a third party, it is on the condition that the records not be further disclosed without written parental consent.

Safeguarding of records; 300.623; ARSD 24:05:29:14

It is the responsibility of the Superintendent to ensure the confidentiality of records at the SDSBVI and to provide appropriate training or instruction to persons collecting or maintaining personally identifiable data.

The Student Services Director is responsible for copying any documents, securing the appropriate releases, and maintaining a log of any such actions.

Destruction of information; 300.624; ARSD 24:05:29:15

IEPs must be retained by the SDSBVI for five years. Student records which contain personally identifiable information at the parent’s request when that information is no longer needed to provide educational services. This can be accomplished by removing personal identifiers from retained records. When records are no longer needed for educational purposes, a school may separate them from active files and retain them in a special file with limited access. IDEA requires that parents be informed when a school proposes to destroy student records. Parents must be informed of their right to request destruction of information whenever their child graduates or leaves school, and with certain exceptions, this information must be destroyed at the parent’s request. The district may establish specific times, such as IEP meetings, school registration, or program completion to inform parents that personally identifiable information is no longer required and will be destroyed. A school district, however, may retain a permanent record of a student’s name, address, phone number, grades, attendance record, classes attended, grade level completed, and year completed even over parental objections. Parents can request that their child’s record be amended if they feel the contents are misleading or inaccurate. If the school disagrees, the parent can request a hearing. If the parent does not prevail at the hearing, they can ask that a written statement be included in the record that explains their position. Destruction of records will be in accordance with approved Records Retention and Destruction Schedule.
Children’s rights; transfer at the age of majority; 300.625; ARSD 24:05:29:16

All rights, including those related to student records, automatically are extended to the student at age 18, unless legal guardianship has been established. If the parents or legal guardians of an adult student deem this student mentally or emotionally incompetent to be responsible for the proper handling and disposition of his/her school record, these parents or guardians and not the school, must assume sole responsibility for having this incompetence legally established by the courts.

Enforcement; policies and procedures; 300.626; ARSD 24:05:29:17

The SDSBVI has developed and implemented policies and procedures on the confidentiality of information consistent with Part B of the Individuals with Disabilities Education Act (IDEA) and the Family Education Rights and Privacy Act (FERPA).

The Superintendent of the SDSBVI assumes responsibility for ensuring the confidentiality of personally identifiable materials. It is the responsibility of the Superintendent to ensure that all persons collecting or using personally identifiable information receive training or instruction regarding the provisions of this section concerning personally identifiable information.

Transfer of records for migratory children with disabilities; 300.213; ARSD 24:05:21:05

The SDSBVI will assist the LEA in transferring student records.
SECTION IX: Transition from Part C to Part 34 C.F.R. § 300.124; ARSD 24:05:27:21

The district/cooperative and all member schools/districts will ensure that children participating in early intervention programs assisted under Part C, and who will participate in preschool programs assisted under Part B, experience a smooth and effective transition to those preschool programs. By the third birthday of such a child, an individualized education program (IEP) or, if consistent with 34 C.F.R. § 300.323(b), in individualized family service plan (IFSP), has been developed and is being implemented for the child. The local education agency (LEA) will participate in transition planning conferences arranged by the designated lead agency.

District Narrative:

This section does not apply to SDSBVI.
The district/cooperative and all member schools/districts will ensure that all responsibilities to children placed in private schools within the jurisdiction of the LEA are met. Consistent with the number and location of children with disabilities within the jurisdiction of the district/cooperative, such students enrolled in private elementary and secondary schools will have provisions made for the participation in programs assisted or carried out under Part B for the purpose of providing special education and related services. Specific references must include:

- Definition of parentally-placed private school children; 300.130; ARSD 24:05:32:01
- Child find for parentally-placed private school children with disabilities; 300.131; ARSD 24:05:32:01.01
- Provision of services for parentally-placed private school children with disabilities; 300.132; ARSD 24:05:32:03.01, ARSD.
- Expenditures for parentally-placed private school children with disabilities; 300.133; ARSD 24:05:32:01:02
- Consultation process with private schools attended by children with disabilities; 300.134; ARSD 24:05:32:01.05
- Written affirmation by private school officials of meaningful consultation; 300.135; ARSD 24:05:32:01.06
- Compliance; rights of private school officials to submit a state complaint; 300.136; ARSD 24:05:32:01.07
- Determination of equitable services for parentally-placed private school students with disabilities; 300.137; ARSD 24:05:32:03.02.
- Provision of equitable services for parentally-placed private school students with disabilities; 300.138; ARSD 24:05:32:03.02
- Location of services and transportation; 300.139; ARSD 24:05:32:03.03
- Due process complaints and state level complaints; 300.140; ARSD 24:05:32:03.04
- Requirements that funds not benefit a private school; 300.141; ARSD 24:05:32:12
- Use of personnel for the provision of services to parentally-placed private school students with disabilities; 300.142; ARSD 24:05:32:13
- Prohibition on separate classes; 300.143; ARSD 24:05:32:11
- Property, equipment, and supplies used to provide special education and related services to parentally-placed private school students with disabilities; 300.144; ARSD 24:05:32:15, ARSD 24:05:32:16
- Children with disabilities in private schools placed or referred by public agencies; 300.145 – 300.147; ARSD 24:05:34:02
- Placement of children with disabilities by their parents in private schools when FAPE is an issue; 300.148; ARSD 24:05:31:01-07

District Narrative:

This section does not apply to SDSBVI.
• Written affirmation by private school officials of meaningful consultation; 300.135; ARSD 24:05:32:01.06

NA

• Compliance; rights of private school officials to submit a state complaint; 300.136; ARSD 24:05:32:01.07

NA

• Determination of equitable services for parentally-placed private school students with disabilities; 300.137; ARSD 24:05:32:03.02

NA

• Provision of equitable services for parentally-placed private school students with disabilities; 300.138; ARSD 24:05:32:03.02

NA

• Location of services and transportation; 300.139; ARSD 24:05:32:03.03

NA

• Due process complaints and state level complaints; 300.140; ARSD 24:05:32:03.04

NA

• Requirements that funds not benefit a private school; 300.141; ARSD 24:05:32:12

NA

• Use of personnel for the provision of services to parentally-placed private school students with disabilities; 300.142; ARSD 24:05:32:13

NA

• Prohibition on separate classes; 300.143; ARSD 24:05:32:11

NA

• Property, equipment, and supplies used to provide special education and related services to parentally-placed private school students with disabilities; 300.144; ARSD 24:05:32:15, ARSD 24:05:32:16

NA

• Children with disabilities in private schools placed or referred by public agencies; 300.145 – 300.147; ARSD 24:05:34:02

NA

• Placement of children with disabilities by their parents in private schools when FAPE is an issue; 300.148; ARSD 24:05:31:01-07

NA
SECTION XI: Compliance with SEA General Supervision Requirements and Implementation of Procedural Safeguards; 34 C.F.R. §§ 300.149 – 300.150; ARSD 24:05:30:01, ARSD 24:05:20:18; State Complaint Procedures; 34 C.F.R. §§ 300.151 – 300.153; ARSD 24:05:15

The district/cooperative and all member schools/districts will ensure compliance with all SEA procedures under general supervision and that programs meet the standards of the SEA. Specific references must include:

- Responsibility for general supervision and procedural safeguards; 300.149-150; ARSD 24:05:20:18; ARSD 24:05:30:01
- State complaint procedures; 300.151-153; ARSD 24:05:15

District Narrative:

The South Dakota School for the Blind and Visually Impaired will comply with any and all requests for information from the South Dakota Department of Education, Special Programs Office related to its obligation to provide general supervision over LEAs in the state. This includes any and all requests for information or data related to monitoring and compliance with regulations as established by the SEA.

Interagency Agreement 2015 among The Department of Education, Special Education Programs and The South Dakota Board of Regents (on Behalf of Itself and the South Dakota School for the Deaf and South Dakota School for the Blind and Visually Impaired)

- Responsibility for general supervision and procedural safeguards; 300.149-150; ARSD 24:05:30:01

PROCEDURAL SAFEGUARDS AND DUE PROCESS COMPLAINTS:

The parties agree that DOE has the responsibility under IDEA to monitor the special schools in order to ensure compliance with IDEA. As such, the DOE has the responsibility to oversee corrective actions as a result of compliance monitoring.

The parties agree that state and federal special education laws require that parents have access to due process procedures to resolve concerns about IEP plans or with the implementation of those plans. The parties agree that cooperation between the special schools and school districts will be essential to assure parents’ recourse to effective decision-makers who have the financial resources to provide services found to be necessary.

Each placement agreement should specify that the applicable special school and the school district will encourage parents to address concerns about IEP plans or the implementation of those plans to the special school superintendent for informal resolution. Such procedures shall not preclude the parents from requesting or initiating due process complaints as permitted under administrative rule (cite). Due process complaints should be directed to the school district as they have the primary responsibility to provide a free appropriate public education.

- State complaint procedures; 300.151-153; ARSD 24:05:15

In the event that a parent initiates a due process complaint, the applicable special school shall cooperate fully with the school district in resolution sessions, or any meetings with parents to attempt to resolve the concern, in mediation sessions, if any, and in preparing for and participating in any formal hearings.
RESOLUTION OF DISPUTES BETWEEN SPECIAL SCHOOLS AND SCHOOL DISTRICTS

From time to time disputes may arise between a special school and a school district concerning the identification, evaluation or educational placement of a child with a disability, or the provision of FAPE to the child. When such disputes cannot be resolved through other procedures, such as those established pursuant to ARSD chapter 24:05:15 (Appeals) or 24:05:30 (Procedural Safeguards), the process described herein will be available to the special schools and to school districts where IEP meetings, additional evaluations, and other procedures have failed to resolve the disputes between them. As with interagency disputes, during the pendency of this dispute resolution process, the parties will ensure that services required to provide FAPE will continue. Disputed service(s) currently being provided will continue until the outcome of the dispute resolution process. The implementation of disputed service(s) not previously provided will be pursuant to a decision reached through the following resolution process.

1. All attempts must be made to resolve disputes at the lowest possible level. Resolution attempts could include but are not limited to: conferencing with the appropriate individuals involved or performing other fact finding activities.

2. Mediation between the special school and the school district will be conducted at a mutually agreed-upon time and location. The cost of the mediator will be covered by the D.O.E. Cost of attending the mediation and representation by legal assistance is the responsibility of the affected institution or school district.

3. When disputes cannot be resolved by mediation, a written explanation of the dispute will be sent to the Director of DOE, the superintendent of the special school, and the superintendent of the school district. These individuals, in consultation with each other, shall review the issues and make a determination as to how the dispute should be resolved. The decision will be shared in writing with each level involved within twenty (20) calendar days of receipt of request for the determination and will include reasons for the decision.

4. If a resolution is not obtained, the matter will be referred to the Secretary of South Dakota Department of Education and the Executive Director of the BOR. These individuals will jointly make a final determination within thirty (30) calendar days.

INTERAGENCY DISPUTE RESOLUTIONS

When disputes arise between the parties that cannot be resolved through other means, the resolution process described herein will be available. During pendency of the dispute resolution process, the parties will ensure that services, including disputed services, required to provide FAPE will continue.

1. All attempts will be made to resolve disputes at the lowest possible level.

2. When disputes cannot be resolved by the designated department representatives, a written explanation of the dispute will be sent to the Director of DOE and the superintendent of the respective special school. These individuals, in consultation with each other, shall review the issues and make a determination as to how the dispute should be resolved. The decision will be shared in writing with each level involved within twenty (20) calendar days of receipt of request for the determination and will include reasons for the decision.

3. If a resolution is not obtained through this process, then the matter will be referred to the Secretary of South Dakota Department of Education and the Executive Director of the BOR. These individuals will jointly make a final determination within thirty (30) calendar days.
SECTION XII: FAPE Methods of Ensuring Services 34 C.F.R. § 300.154; ARSD 24:05:14:01.03, ARSD 24:05:14:01.06

The district/cooperative and all member schools/districts will ensure that public and/or private benefits available to a student with a disability are used appropriately, and that parents incur no cost in the provision of those services necessary for FAPE. Specific references must include:

- Restrictions and requirements on accessing public benefits (Medicaid); 300.154(d); ARSD 24:05:14:01.03
- Restrictions and requirements on accessing private benefits; 300.154(e); ARSD 24:05:14:01.03
- Use of Part B funds for services when parent consent is unable to be obtained; 300.154(f); ARSD 24:05:14:01.06

District Narrative

The South Dakota School for the Blind and Visually Impaired ensures that public and private benefits available to a student with a disability will be used appropriately to support the provision of FAPE at no cost or harm to the parents.

The SDSBVI is funded by the state of South Dakota to carry out its statutory mission.

- Restrictions and requirements on accessing public benefits (Medicaid); 300.154(d); ARSD 24:05:14:01.03
  NA

- Restrictions and requirements on accessing private benefits; 300.154(e); ARSD 24:05:14:01.03
  NA

- Use of Part B funds for services when parent consent is unable to be obtained; 300.154(f); ARSD 24:05:14:01.06
  NA

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SECTION XIII: Hearings Related to LEA Eligibility 34C.F.R. § 300.155; ARSD 24:05:2023:01

The district/cooperative and all member schools/districts understand their right to a hearing regarding any final determination of the SEA on eligibility for funding under Part B.

District Narrative:

The South Dakota School for the Blind and Visually Impaired does not receive Part B funds.
SECTION XIV: Personnel Qualifications 34 C.F.R. § 300.156; ARSD 24:05:16:16 & ARSD 24:05:16:01

The district/cooperative and all member schools/districts will ensure that personnel necessary to carry out the provision of special education and related services are appropriately and adequately prepared and trained, including that those personnel have the content knowledge and skills to serve children with disabilities, including related service personnel and paraprofessionals. Each district/cooperative will take measurable steps to recruit, hire, train, and retain highly qualified personnel to provide special education and related services to children with disabilities (24:05:16:05, ARSD).

District Narrative:

The South Dakota School for the Blind and Visually Impaired ensures that only appropriately certified and/or licensed professionals will be employed to provide services to students with disabilities. In addition, the SDSBVI will provide ongoing training to all staff and paraprofessionals to assist all in the provision of services to students with disabilities. Further, the SDSBVI ensures that each special education teacher at the elementary, middle, and high school level is highly-qualified per the standards of the ESEA. The SDSBVI will take steps to recruit, hire, train and retain highly qualified personnel as specified under SD administrative rule.

- Personnel qualifications; ARSD 24:05:16:16

The South Dakota School for the Blind and Visually Impaired only hires appropriately certified and/or licensed professionals to provide services to students both on campus and through our outreach program. This applies to administration, faculty members, nursing personnel, counselor and test administrator, orientation and mobility (COMS®), low vision (CLVT®), and paraprofessionals.

- Paraprofessionals and assistants; ARSD 24:05:16:01

The South Dakota School for the Blind and Visually Impaired only hires appropriately certified paraprofessionals to provide services to students both on campus and through our outreach program.
The district/cooperative and all member schools/districts will ensure the implementation of state established performance goals and indicators for students with disabilities within their jurisdiction. Specific reference must include:

- Student information management system (SIMS)

**District Narrative:**

The South Dakota School for the Blind and Visually Impaired submits information to the Student Information Management System. All testing results are submitted to the LEA that authorized placement.
SECTION XVI: Participation in Assessments 34 C.F.R. § 300.160; ARSD 24:05:14:14, ARSD 24:05:14:14.01

The district/cooperative and all member schools/districts will ensure that all children with disabilities are included in all general State and districtwide assessment programs, including those assessments described under section 1111 of the Elementary and Secondary Education Act (ESEA), with appropriate accommodations and alternate assessments where necessary, and as indicated in their respective individual education programs (IEP).

District Narrative:

The South Dakota School for the Blind and Visually Impaired ensures that all students with disabilities will be included in state and district assessments, with appropriate accommodations and alternate assessments when necessary. Parents will be informed of their child’s participation during the course of the IEP meeting, including any necessary accommodations or any assessment that will be based on alternate or modified achievement standards.

All student test results are submitted to the LEA that authorized placement.
SECTION XVII: Supplementation of State, local, and other Federal Funds 34 C.F.R. §§ 300.162-163; ARSD 24:05:19:0

The district/cooperative and all member schools/districts will ensure the appropriate use of funds under Part B, consistent with 34 C.F.R. § 300.202(a)(1)(2)(3), to pay for the excess costs of providing special education and related services to children with disabilities within their jurisdiction and that such funds will be used to supplement state, local, and Federal funds, not supplant those funds.

- Maintenance of effort; 300.163; ARSD 24:05:19:08.03

District Narrative:

The South Dakota School for the Blind and Visually Impaired is funded through general appropriations within the South Dakota Board of Regents’ Budget. The SDSBVI does not assess any local school districts for educational services provided by SDSBVI personnel nor does it charge for room and board. Parents are not assessed for any SDSBVI services. Out-of-state students are assessed for tuition and room and board at a rate set annually by the South Dakota Board of Regents.
SECTION XVIII: Public Information 34 C.F.R. § 300.165; ARSD 24:05:20:02

The district/cooperative and all member schools/districts will ensure that prior to the adoption of any policies necessary to comply with the requirements under Part B, including any amendments to policies and procedures, there will be public hearings, adequate notice of the hearings, and an opportunity for comment available to the general public, including individuals with disabilities and parents of individuals with disabilities. The district/cooperative will make available to parents of children with disabilities and the general public all documents relating to the district/cooperative eligibility under Part B of the IDEA.

District Narrative:

The South Dakota School for the Blind and Visually Impaired ensures that prior to the adoption of any policies or procedures that are needed to comply with Part B regulations, that there will be an opportunity for public input at a hearing with adequate notice of the hearing and the opportunity to provide input.

SDSBVI does not qualify for Part B funding.
SECTION XIX: State Advisory Panel 34 C.F.R. § 300.167-169; ARSD 24:05:14:18-19

The district/cooperative and all member schools/districts support the work of the State Advisory Panel to provide policy guidance to the SEA with respect to special education and related services for children with disabilities.

District Narrative:

The South Dakota School for the Blind and Visually Impaired supports the work of the State Special Education Advisory Panel and will refer interested parents to the appropriate state contact if they are interested in serving on the panel.
SECTION XX: Other Required Provisions 34 C.F.R. § 300.170 through 300.174.

The district/cooperative and all member schools/districts will ensure the following specific provisions have consistent policies for implementation at the local level. Specific references must include:

- Suspension and expulsion rates; 300.170; ARSD 24:05:14:16
- Annual description of Part B funds; 300.171; ARSD 24:05:21:03
- Access to instructional materials (NIMAC); 300.172; ARSD 24:05:14:17
- Over-identification and disproportionality; 300.173; ARSD 24:05:17:10
- Prohibition on mandatory medication; 300.174; ARSD 24:05:14:21

District Narrative:

The South Dakota School for the Blind and Visually Impaired ensures that the specific provisions of 300.170 through 300.173 and 24:05:21:04, ARSD have been implemented at the district level, consistent with state policy.

SUSPENSION FROM SCHOOL

1. Policy Statement

The suspension of students from the SDSBVI includes the general due process procedures used for all students. No student will be suspended from school for more than ten (10) days for a violation of a rule, regulation, or policy without a proper hearing as defined in Article 24:07. In all cases when suspension is contemplated, the parents and LEA will be notified.

It is the policy of the SDSBVI that no student will be expelled. If the student is determined to be a danger to him/herself or to others, the SDSBVI Superintendent will notify the local school district so that a placement committee can be convened to evaluate the student’s needs and determine the best way to provide for a free appropriate public education.

2. SDSBVI Procedures

If a short-term suspension from a class, classes, or school is anticipated because of a student’s violation of a rule, regulation, or policy, the Principal or Superintendent shall give oral or written notice to the student as soon as possible following the alleged violation, stating the basis for the suspension. The student will be given an opportunity to answer the charges. In all cases of short-term suspension, the parents will be contacted by telephone, in person, or through written notice. In no cases will a student be suspended from school without prior notification of parents and provisions made for travel home or to an alternate site. The student may not be suspended for more than ten (10) days.

In cases where the safety or well-being of the student or others is jeopardized, the SDSBVI may elect to contact civil authorities, medical or mental health professionals for immediate intervention.

- Suspension and expulsion rates; 300.170; ARSD 24:05:14:16

NA

- Annual description of Part B funds; 300.171; ARSD 24:05:21:03

NA

- Access to instructional materials (NIMAC); 300.172; ARSD 24:05:14:17

The SDSBVI provides accessible materials to each student as documented in the student’s IEP.
• Over-identification and disproportionality; 300.173; ARSD 24:05:17:10

NA

• Prohibition on mandatory medication; 300.174; ARSD 24:05:14:21

SDSBVI personnel may not require parents to obtain a prescription for substances identified under Schedules I, II, III, IV or IV in Section 202(c) of the Controlled Substances Act for a child as a condition of attending school, receiving an evaluation, or receiving services.
SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 5 – C
DATE: December 4-6, 2018

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SUBJECT
   SDSU Rural Veterinary Medical Education Report

CONTROLLING STATUTE, RULE, OR POLICY
   None

BACKGROUND / DISCUSSION
   The University of Minnesota, through its College of Veterinary Medicine, and South Dakota State University in July 2017 entered into a Memorandum of Understanding to "define the financial feasibility and structure" of a collaborative program in veterinary medical education, one that would enable students from SDSU to complete the first two years of a professional program in Brookings and the final two years of doctor of veterinary medicine (DVM) degree at the University of Minnesota.

IMPACT AND RECOMMENDATION
   The collaborative program in rural veterinary medicine education would build a clear pathway from Brookings to careers in animal health for our students in a way that is economically feasible for them. It should help to address a regional shortage of veterinarians and thus contribute to a growing animal agriculture industry in South Dakota. This report provides a financial model that creates a new degree program that requires no new ongoing state general funds, on the redirection of state funds currently applied to veterinary medical education.

ATTACHMENTS
   Attachment I – SDSU Rural Veterinary Medical Education Report

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INFORMATIONAL ITEM
November 7, 2018

To: Dennis Hedge
   Provost and Vice President for Academic Affairs

From: Barry H. Dunn
       President

RE: Rural Veterinary Medical Education report

Thank you for providing me with this comprehensive report compiled by faculty and administrators from South Dakota State University and the University Minnesota. I enthusiastically support and approve this report.

Please move forward with submitting this to the South Dakota Board of Regents for placement on their December 6-8, 2018 agenda.
TO: Barry Dunn, Ph.D.
President

FROM: Dennis Hedge, Pharm.D.
Provost and Vice President for Academic Affairs

RE: Rural Veterinary Medical Education report

DATE: Nov. 7, 2018

The University of Minnesota, through its College of Veterinary Medicine, and South Dakota State University in July 2017 entered into a Memorandum of Understanding to “define the financial feasibility and structure” of a collaborative program in veterinary medical education, one that would enable students from SDSU to complete the first two years of a professional program in Brookings and the final two years of doctor of veterinary medicine (DVM) degree at the University of Minnesota.

I have reviewed the attached report, and I forward it to you with a request for placement on the agenda for the South Dakota Board of Regents at its Dec. 6-8 meeting. This comprehensive report satisfies the objectives articulated in the memorandum. Further, it makes the case for launching this collaborative program in Fiscal Year 2020 with the first cohort of students admitted for fall 2021 classes.

The collaborative program in rural veterinary medical education will build a clear pathway from Brookings to careers in animal health for our students in a way that is economically feasible for them. It should help address a regional shortage of veterinarians and thus contribute to a growing animal agriculture industry in South Dakota.

The working group, which includes faculty and administrators from both universities, in this report has identified policies and procedures that need to be developed along with the framework that will lead to a more formal agreement in the next year. Members of the working group have studied three comparable programs, have compiled a draft curriculum, have outlined student services and integration opportunities, have noted facilities needs, have drafted faculty staffing related to the curriculum and have highlighted topics that require additional refinement.

Further, this report provides a financial model that creates a new degree program that requires no new ongoing state general funds, only the redirection of state funds currently applied to veterinary medical education.

Finally, I applaud the counsel and level of engagement from Dean Trevor Ames and his leadership team in this process. I am confident this partnership will serve both universities well; more importantly, it will serve students with aspirations toward veterinary careers.
A STUDY ON A COLLABORATIVE APPROACH
TO VETERINARY MEDICAL EDUCATION IN SOUTH DAKOTA

Prepared in fulfillment
of the Memorandum of Understanding
between the University of Minnesota
and South Dakota State University

November 2018
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A STUDY ON A COLLABORATIVE APPROACH TO VETERINARY MEDICAL EDUCATION IN SOUTH DAKOTA
November 2018

South Dakota State University (SDSU) and the University of Minnesota (UMN) College of Veterinary Medicine (CVM) agreed in July 2017, through a memorandum of understanding (MOU), to dedicate one year of planning toward a collaborative program in veterinary medical education with an emphasis on rural and mixed-animal practices.

Typically, a doctor of veterinary medicine (DVM) degree is completed in four years at an accredited college of veterinary medicine. Students admitted to veterinary colleges usually have completed undergraduate studies in related fields such as animal science or biology. The MOU describes a program in which students would complete the first two years of veterinary medical education through SDSU, with classes in Brookings and clinical options at university laboratories and at nearby facilities. The final two years would be completed at the Minnesota CVM in St. Paul, and the University of Minnesota would grant the DVM degree. This model sometimes has been labeled as a “2+2” design.

Currently, the state of South Dakota offsets the additional costs of out-of-state tuition for six students each year in the Iowa State University College of Veterinary Medicine. Those funds, approximately $600,000 annually in recent years, are collected from a tax on endo-/ecto-parasiticides sold primarily to livestock producers.

A collaborative program in veterinary medical education would help address a shortage of veterinarians in South Dakota and the Upper Midwest, would create additional opportunities for South Dakota students to pursue careers in veterinary medicine, would support a growing agriculture industry in the region and would address concerns related to the costs of education for veterinary education students.

South Dakota State University faculty and administrators, through study with partners at the Minnesota College of Veterinary Medicine, have determined that a collaborative program could be launched with an entering cohort of 20 students for fall semester 2021.

The following report summarizes the cooperative work during the past year, based on the memorandum of understanding, and outlines the components necessary for a successful partnership between SDSU and the Minnesota CVM to offer veterinary medical education through a program that includes approximately 20 first-year DVM students and 20 second-year DVM students on the Brookings campus.
CONTROLLING STATUTE and POLICY

The South Dakota Board of Regents must approve all agreements for credit-based joint academic programming, as noted in Policy 5:3, section 1F. This report supports a future request for approval of a collaborative program in veterinary medical education with an emphasis on rural and mixed-animal practices.

Several South Dakota Codified Laws (SDCL) reference veterinary medical education, including subsections of 13-49-20 applying to student grant assistance and 10-45-16.1 and 10-46-17.5 explaining the revenues to fund the student grants. SDSU staff, working with the South Dakota Board of Regents staff, will provide suggested amendments for the laws that may require clarifications or adjusted language.

PARTICIPANTS

Faculty and leaders were appointed from the Minnesota CVM, the SDSU College of Agriculture, Food and Environmental Sciences (CAFES, formerly the College of Agriculture and Biological Sciences) and specifically the Department of Veterinary and Biomedical Sciences to a steering committee for this study. Those professionals are listed here:

Minnesota CVM
• Trevor Ames, Dean, College of Veterinary Medicine;
• Margaret (Peggy) Root Kustritz, Assistant Dean, Academic and Student Affairs;
• Laura Molgaard, Associate Dean, Academic and Student Affairs; and
• Mark Rutherford, Associate Dean, Graduate Programs.

SDSU
• Jane Christopher-Hennings, Head, Department of Veterinary and Biomedical Sciences, and Director, South Dakota Animal Disease Research and Diagnostic Laboratory (ADRDL);
• Christopher Chase, Professor, Veterinary and Biomedical Sciences;
• Don Marshall, Associate Dean for Academic Programs, CAFES;
• Bob Otterson, Assistant to the Dean for Special Projects and Initiatives, CAFES; and
• Alan Young, Professor, Veterinary and Biomedical Sciences.

Key collaborators and contributors in the process include:
• John Killefer, Dean, College of Agriculture, Food and Environmental Sciences;
• Eric Nelson, Assistant Head, Veterinary and Biomedical Sciences and ADRDL;
• Mary Kay Helling, Vice Provost, SDSU;
• Paula Buchner, Chief Operating Officer, Minnesota College of Veterinary Medicine; and
• Dennis Hedge, Provost and Vice President for Academic Affairs, SDSU.
PURPOSE and NEED

A collaborative program in rural veterinary medical education meets a regional need for additional veterinarians, contributes to the continued growth of the animal agriculture industry, creates a direct pathway to veterinary careers for South Dakota students, and strongly addresses veterinary student debt load, a significant consideration for future practitioners.

Regional need

The region needs more veterinarians, especially those who work with large animals. The American Veterinary Medical Association, as of September 2018, listed 51 vacancies requiring veterinarians in South Dakota, North Dakota and Minnesota. The South Dakota Veterinary Medical Association listed 16 jobs for veterinarians in the state and six more in adjoining states. Nationally, the AVMA in September listed 176 open jobs for veterinarians in equine, bovine, swine or poultry areas. Yet, only 1.8 percent (1,255 veterinarians) of the nation’s 117,735 veterinarians in 2017 described their practices as exclusively large animal, according to the AVMA. Similarly, only 4.5 percent (or 3,223 veterinarians) held positions in practices that care predominantly for large animals. Veterinarians who understand rural areas and production animal health are needed in administration, diagnostics, regulatory, public health and food safety careers. Specifically in South Dakota, the food animal industry is growing across all sectors with construction or expansion of processing plants in Aberdeen, Huron, Sioux Falls, Lake Norden and Brookings. Additionally, South Dakota Animal Disease Research and Diagnostic Laboratory scientists have diagnosed four new, highly contagious diseases in the past two years.

Regional outreach and support

SDSU and Minnesota representatives have interacted with a cross-section of constituents to gather support for the program. The South Dakota Veterinary Medical Association (SDVMA) in August 2018 unanimously passed a resolution supporting veterinary medical education at SDSU. The professional group earlier convened a task force to study the issue, at the request of SDSU President Barry Dunn, and the task force’s feedback influenced subsequent work. Conversations have included SDVMA leadership and members, Minnesota Veterinary Medical Association (MVMA) leadership, the North Dakota Veterinary Medical Association (NDVMA) executive committee, South Dakota State Veterinarian Dustin Oedekoven, representatives from animal agriculture industry groups, regional producers, the South Dakota Board of Regents and elected officials in South Dakota and North Dakota.

Unique rural focus

This proposed collaborative venture provides South Dakota with a program relatively unique in veterinary medicine. Three other 2+2 partnerships exist: University of Nebraska students to Iowa State University, Utah State University students to Washington State University, and University of Alaska-Fairbanks students to Colorado State University. None offers the focus that Minnesota and SDSU faculty are discussing for the Brookings option — an emphasis on rural veterinary medicine in a mixed-animal setting. This concept shares some similarities with allopathic medical programs, specifically the Frontier and Rural Medicine (FARM) program at the University of South Dakota’s Sanford School of Medicine and the University of Minnesota’s
specialization in rural and small-town physicians for students at its Duluth medical school. SDSU personnel have visited both institutions and see possibilities to add value through future collaboration with the FARM faculty and students.

Pathway to veterinary careers

A collaborative SDSU-Minnesota program opens a clear path to veterinary careers for students from South Dakota and perhaps some from other areas. South Dakota is one of 23 states without a veterinary school. Future veterinarians from South Dakota must enroll at one of the 30 accredited veterinary programs in the U.S. or an accredited program in another county. (Canada has five accredited veterinary medicine programs, and the Caribbean countries have two.) The state of South Dakota retains six slots each year at the Iowa State University College of Veterinary Medicine, and students are granted those slots based on applications, undergraduate academic performances and interviews. Other South Dakota students must compete for slots at Iowa State or other accredited veterinary schools, and, in most cases, those South Dakota students pay out-of-state tuition.

Reducing costs of education for regional veterinarians

A primary concern in veterinary education is debt load, particularly when compared to early-career income. A 2016 AVMA report noted the average debt incurred in pursuit of a DVM degree approaches $250,000. South Dakota is one of 23 states without an accredited veterinary school; therefore, many South Dakota residents who aspire to become veterinarians must pay out-of-state tuition and fees at one of the 30 accredited schools in the U.S. or the seven in Canada or the Caribbean. The $250,000 figure can be validated by a simple survey of non-resident tuition and fee rates at the eight veterinary schools closest to Brookings. Those rates, as posted on university websites in summer 2018, range from $48,066 at Iowa State University to $60,980 at the University of Missouri. These figures do not include living expenses, transportation, books or supplies. By comparison, South Dakota students in the collaborative Minnesota-SDSU program will enroll at in-state rates in Minnesota, $31,700 for tuition and fees in 2017-2018. Rates are described later in this report. The working group acknowledges that the financial model relies on a specific year for comparative purposes and that tuition and fees in subsequent years likely will be different.
ACADEMIC PROGRAM

Students enrolled in two years of courses at SDSU would be required to demonstrate the same learning outcomes as students enrolled in the first two years at UMN. In most cases, the students will take courses with similar, if not identical, names.

Students seeking degrees

Faculty and administrators at SDSU will propose creation of a specialization in veterinary and biomedical sciences as part of an existing master of science degree in biological sciences for students enrolled in Brookings. This specialization request likely will be developed with Option B, a research or design paper, as the formative component. This future specialization forms a framework where first- and second-year veterinary students will be classified as degree-seeking students at SDSU, thus qualifying for financial aid, even though the students intend to complete the professional doctorate granted by the University of Minnesota.

Cohort size — The optimal number of students moving from the second year at Brookings to the third year in St. Paul is 20, based on current structure at Minnesota and available classroom space for third-year instruction. The Minnesota program currently enrolls 105 students and has capacity for SDSU transfer students in the third and fourth years. It appears that Minnesota has a sufficient number of clinical training opportunities for fourth-year students, and the inclusion of possible clinical sites near SDSU would augment the options available to all fourth-year students. It is feasible for an SDSU cohort to extend to 21 or 22 students in some years, with acknowledgement of the CVM dean.

Veterinary program accreditation requirements — The American Veterinary Medical Association Council on Education accredits the University of Minnesota veterinary program, subject to review every seven years. The SDSU option will be subject to review by the accrediting agency, as part of the Minnesota accreditation, once classes are offered in Brookings. Accreditors likely will evaluate several components of the Brookings option for compliance with the following standards.

• Standard 1, Organization — Identification of the primary director of the program and assurance that the director has effort available to fulfill the duties are necessary. Expectations for this role will include harmonizing admissions and curriculum.

• Standard 2, Finances — Both institutions will need to show the clear expectations for expenses and revenue as Minnesota adds this cohort of students; SDSU will need to show sustainability.

• Standard 3, Facilities — UMN will need to demonstrate enough space in current facilities to meet the increased student numbers; SDSU will need to show it has suitable facilities for teaching the veterinary medicine curriculum.

• Standard 4, Clinical Resources — This will not be a major concern for SDSU since most of the classes in the first two years are non-clinical; however, Minnesota CVM may need to show some between-school comparison to make it clear that the UMN caseload will accommodate students from SDSU.
• Standard 5, Library Accommodations — Teaching and information resources are critical components of both the DVM program at Minnesota and accreditation standards. SDSU intends to develop library resources that comply with accreditation standards, meet the expectations of Minnesota CVM partners, and are accessible in a cost-effective manner to students. A partial librarian position at Briggs Library will be designated as the primary professional to serve veterinary medical education faculty and students. Additionally, SDSU will provide access to key reference resources for the veterinary medical education program through startup funding and provide access to key required textbooks, either in print or online formats, to match those provided by Minnesota to students there. Initial investigation of resource needs has identified that current online access to scientific journal materials through Briggs Library is sufficient to meet the needs of accreditation; therefore, the primary focus will be establishing access to reference texts.

• Standard 6, Students — A subsequent paragraph of this report notes the importance of integrating students from SDSU cohort with the Minnesota group, starting in the first year. This integration is an essential component of accreditation.

• Standard 7, Admissions — Both universities will need to demonstrate compatible admissions processes.

• Standard 8, Faculty – Shared faculty will be a concern only if Minnesota faculty teach any courses for the SDSU students in the first two years. SDSU will be required to demonstrate its staffing plan for teaching all required courses in order to meet American Veterinary Medical Association Council on Education accreditation requirements.

• Standard 9, Curriculum — Leaders from both universities must show coordination on curricula.

• Standard 10, Research — SDSU faculty will investigate opportunities to engage students in research projects early in the cooperative program.

• Standard 11, Outcomes Assessment — Since SDSU students become UMN students in the third year of the DVM program, SDSU assessments will be part of the Minnesota CVM’s regular long-term outcomes. It may be necessary to refine evaluation of SDSU cohort students as they complete the entire curriculum to show equivalence in competencies and pass rates between the cohort of students who start in Brookings and the students who start in St. Paul.

Regional accreditation requirements — Both SDSU and the UMN hold regional accreditation through the Higher Learning Commission (HLC). The initiation of this consortial agreement requires that the UMN submit a substantive change request for review and approval by the HLC. The type of request will depend on the portion of the program provided by SDSU. The HLC requires notification if 25 to 50 percent of an institution’s educational program is provided by the other accredited institution; an agreement that includes more than 50 percent of the educational program at the other institution requires prior HLC approval. Thus, these requests will need to be submitted prior to the admission of the first cohort of students.
Administration — The collaborative program in rural veterinary medical education will be housed in the Department of Veterinary and Biomedical Sciences within the College of Agriculture, Food and Environmental Sciences (CAFES). A director, proposed for hire early in Fiscal Year 2020, will lead the academic program in much the same manner as program coordinators work within academic departments that have multiple majors. The director also will teach at least one course in the veterinary curriculum. An administrative staff person will support recruitment, admission and program operations.

Curriculum

The initial curriculum will mirror in content that delivered by the Minnesota CVM faculty with some modifications for class sizes and the program’s rural emphasis in Brookings. Experiential learning with the smaller cohort of students allows greater hands-on training and reduces expenses associated with the teaching of clinical skills. New veterinarians in South Dakota have identified hands-on practical training as an area that could be enhanced within the course deliveries in Brookings. At the time of this writing, faculty working on curriculum matters are not planning any joint classes that utilize online learning management systems. An attached draft outlines the initial curriculum for the first two years of courses at South Dakota State. Further, SDSU will develop a Curriculum Review Committee that operates synchronously with the Minnesota Curriculum Review Committee. A representative from each university will participate in the other partner university’s curriculum review committee meetings and in intermittent curriculum reviews; a comprehensive curriculum review for the University of Minnesota program will take place in calendar year 2019. Alan Young from SDSU will attend the Minnesota curriculum review meetings that start in January 2019. Lastly, the Minnesota Curriculum Review Committee includes one student from each veterinary class, and SDSU will include a student from each cohort as part of its curriculum review, as well. The American Veterinary Medical Association Council on Education requires an evaluation of the curriculum every seven years. The working group recognizes the need to review curriculum annually — particularly for the emergence of new diseases, new medications and modern techniques in practice — and to incorporate feedback from students and stakeholders in that process.

Monitoring the curriculum — The Minnesota procedures to monitor curriculum will be adapted to include the SDSU program, specifically: (1) student-driven evaluations of individual classes and instructors; (2) performance in core skills tests administered throughout the program; and (3) potential use of standardized tests and other assessments, including hands-on demonstrations of skills and knowledge, at the completion of Years 1 and 2, administered to both UMN and SDSU students.

Updating the curriculum — A Minnesota CVM Curriculum Review Committee monitors and updates the courses comprising the DVM track. Based on planning work and as noted earlier, an SDSU representative will be added to this committee. Changes in the SDSU curriculum will be evaluated by this Curriculum Review Committee. Any changes to the SDSU curriculum also will be reviewed and approved by the SDSU Academic Affairs Council and Faculty Senate, depending on the nature of the changes. For substantive changes, the curriculum requests also may need review and approval in accordance with South Dakota Board of Regents policy and practice. The working group notes that American Veterinary Medical Association Council on Education accreditation criteria must inform and must guide curriculum decisions.
Recruitment

Today’s students are interested in a veterinary medical option that starts with two years in Brookings. More than three-quarters of students in the fall 2017 SDSU pre-veterinary course completed a survey on their initial interests in a veterinary program that would start on the SDSU campus and finish at Minnesota. Among those still considering veterinary school, 82.6 percent (or 38 of 46) answered “yes” when asked if they have interest in this 2+2 option. Most were freshmen and sophomores, the students who would comprise the first cohort of a 2+2 program. Students from South Dakota and adjacent states will make up the primary audience for student recruitment in veterinary medicine, starting with high school students active in 4-H, FFA and similar groups with emphases on agriculture and rural communities. The College of Agriculture, Food and Environmental Sciences utilizes student ambassadors who regularly visit high schools and reinforce long-standing relationships between the university and secondary education. A strong mentoring program and pre-veterinary advising currently serve SDSU students interested in veterinary medicine careers. SDSU faculty have consulted with colleagues at Nebraska and Utah State on recruitment methods and how faculty and staff at those universities approach recruitment, admission and retention. Additionally, SDSU has identified resources for crucial student support services — such as undergraduate advising, personal counseling, pre-veterinary student recruitment, disability accommodations, career counseling, financial aid assistance and wellness — from other units across the university. Some of these are described in later section on university contributions to the program. The working group acknowledges the obligation to provide levels of services comparable to the support available to students and prospective students at Minnesota.

Admission

The admission process for students starting in Brookings will be developed within the first year after approval of the collaborative program by the South Dakota Board of Regents. It will mirror the University of Minnesota criteria and likely will draw from determinants used at the University of Minnesota-Duluth medical school and its rural medicine program. That program excels due to the admission of appropriate candidates and a program of study focusing on meeting the needs of rural communities.

Admission committee — Each university will appoint its own admission committee to evaluate applicants, and the universities will utilize cross-membership on the respective admissions committees, once the collaborative program begins accepting students for the first Brookings cohort. The committees will work together to fill available slots with the most promising students and those who are perceived to fit best, particularly in Brookings with the rural veterinary emphasis.

Admission process — The universities will adopt parallel admissions processes. Minnesota CVM screens prospective students to assure that applicants meet the minimum grade-point average (GPA) and Graduate Record Examination (GRE) score. Similarly, an SDSU committee will screen initial candidates who intend to start the program in Brookings. Those students meeting minimum admission requirements will be further screened by an SDSU committee, consisting of SDSU faculty and staff with representation from Minnesota.
Admission interviews — Minnesota CVM faculty conduct behavioral interviews as part of the evaluation process, recognizing that successful veterinarians must develop relationships with people that extend beyond the expected animal care. Interviews typically are conducted in late January and early February. Minnesota and SDSU faculty have discussed joint participation in these interviews. SDSU faculty will participate in the Minnesota screenings and prospective student interviews in 2019. SDSU leadership intends to utilize in-depth interviews as part of the admission discernment, and Minnesota faculty will participate in those interviews.

Admission to SDSU specifically — As a component of the South Dakota State application, students will be asked to detail their interests and experiences in animal care, particularly in a rural setting. Applicants will be selected for interviews based upon a subjective review of each application that includes the described written component. The final class will be admitted based upon face-to-face interviews.

Admission options

A majority of students admitted to the SDSU cohort likely will be South Dakota residents and seniors completing baccalaureate degrees at SDSU. Based on this report, current practice at Minnesota and an attached pro forma, the cohort may accommodate students who will be new to SDSU or even new to South Dakota.

Another option would be a complementary program to the Veterinary Food Animal Scholars Track (VetFAST) at the University of Minnesota. VetFAST was developed to help exceptional students with substantial food-animal experiences enroll in veterinary medical education courses as first-year undergraduates, enabling them to complete a baccalaureate degree and the DVM in seven years combined. The program eliminates one year of undergraduate education, thus reducing the costs of education by one year of undergraduate tuition. SDSU faculty have developed a working draft of a VetFAST model for the Brookings-based cohort that would require Board of Regents approval at a subsequent time.

Students will be admitted to the SDSU cohort in one of these three categories:

1. SDSU students nearing completion of pre-veterinary requirements — Students will apply once they have completed most of the required undergraduate courses and will be selected after faculty review and interviews, according to guidelines set forth by UMN and confirmed by SDSU.

2. Students from outside SDSU — Students who are nearing completion of bachelor’s degrees in related fields at other colleges and universities — or nearing completion of prescribed undergraduate courses in preparation for veterinary medical education — also will apply near the end of their undergraduate studies. Those meeting the admissions criteria will be selected after faculty review and interviews, according to guidelines set forth by UMN and confirmed by SDSU.
3. VetFAST (working title) — This option would be developed from the Minnesota VetFAST model. The SDSU working draft has been designed in a way that provides Animal Science majors a pathway much like the Minnesota VetFAST program. The Minnesota requirements for admission to VetFAST are:
   a. ACT score of 25 or higher, or SAT score of 1140 or higher;
   b. Competitive high school rank, if applicable;
   c. Cumulative GPA of approximately 3.4 or higher at SDSU;
   d. Full-time college enrollment of at least 12 credits per semester with no lapse in enrollment (excluding summer sessions);
   e. Coursework consistent with DVM admissions requirements, specifically introductory chemistry, introductory biology, English, algebra, pre-calculus or calculus, and survey science courses in agriculture, biology and veterinary medicine;
   f. Demonstrated background in food-animal care, including farm experience, 4-H or FFA participation, work or shadow time with a veterinarian, or relevant activities as an undergraduate at SDSU; and
   g. Three strong letters of recommendation from those who know the applicant in a professional or educational setting, including one from a veterinarian who can address the applicant's potential for success within the food-animal profession.
   h. Faculty members from SDSU will provide mentoring of potential and accepted candidates from undergraduate enrollment and recruitment through their entry into the veterinary program. Continuing mentoring in the final years of the curriculum may be provided jointly by SDSU and UMN faculty members.

Student support

The veterinary medical profession is considered a high-stress occupation with associated mental-health concerns. The AVMA Council on Education, the accrediting body, requires veterinary schools to provide student support resources, including counselors. All students enrolled at SDSU will have access to the Student Wellness Center and its medical, mental-health and wellness professionals. Additionally, as with other professional programs on the SDSU campus, the collaborative veterinary medical education program presents an opportunity to work in tandem with graduate students in the College of Education and Human Sciences’ counseling program, specifically those who may be pursuing student development and educational counseling degrees. As noted earlier, SDSU has identified resources for crucial student support services — such as undergraduate advising, personal counseling, pre-veterinary student recruitment, disability accommodations, career counseling, financial aid assistance and wellness — from other units across the university. Some of these are described in later section on university contributions to the program. Again, the working group acknowledges the obligation to provide levels of services comparable to the support available to students and prospective students at Minnesota.

Student integration — A key component of the program, based on experiences related from other 2+2 programs, will be regular interaction between students on the Minnesota campus and those on the SDSU campus prior to their integration as third-year students in St. Paul. The most effective means to accomplish this task appear to be shared orientation sessions in the first year and special joint learning/social activities for first- and second-year students.
These may include:

a. **Orientation** — The University of Minnesota routinely schedules a fall-semester experience for first-year veterinary students. SDSU will offer a parallel orientation that will include two days on the St. Paul campus, followed by specific orientation activities at SDSU that complement the UMN program. SDSU faculty and staff will join Minnesota CVM colleagues as facilitators at the all-student orientation sessions held at the St. Paul campus or nearby sites.

b. **Clubs** — The Minnesota College of Veterinary Medicine recognizes 24 active clubs focusing on unique areas of veterinary medicine. Clubs frequently organize trips to learn more about their respective focus areas; these activities promote student-led learning and provide networking opportunities with industry leaders and other students. SDSU faculty perceive the need to develop similar clubs in Brookings and will explore the feasibility of a Brookings-based Student Chapter of the AVMA (SCAVMA). The national organization provides grants to support activities of its student chapters.

c. **Active learning opportunities** — The SDSU program will utilize the university’s relationships with industry and Agricultural Experiment Station sites to provide experiential learning as part of the curriculum. Students at the University of Minnesota, for instance, deliver veterinary care among underserved populations, notably on Native American reservations and in low-income urban settings. Current SDSU faculty provide volunteer expertise at the Brookings Regional Humane Society and on South Dakota’s reservations. These experiences may be extended to students in the DVM, based on resources and need.

### Additional degree opportunities

As noted earlier, students enrolled in the SDSU cohort will be candidates for a proposed new specialization in veterinary and biomedical sciences within the master’s degree in biological sciences, a framework that makes them eligible for financial aid as degree-seeking students. The master’s degree likely will be created as an Option B (research or design paper) with a specialization in veterinary and biomedical sciences. The master’s degree at SDSU also will be structured in such a manner that enables students to enter through an accelerated program, such as the Minnesota VETFast option, to earn a bachelor’s degree and to complete the first two years of DVM coursework without jeopardizing any credit accrual for those degrees. Faculty working on this study identified three other degree options that may be feasible for DVM students.

- **Public health** — Both Minnesota and SDSU offer a master in public health (MPH) degree. Minnesota has an established plan of study for DVM students to add the MPH credential. Students from Brookings cohorts may be eligible for that option if veterinary credits from SDSU are accepted at Minnesota. The SDSU public health option is offered jointly with the University of South Dakota. A plan of study that works for DVM students in Brookings will need additional clarification.

- **Research-based master’s degree** — Veterinary students will be encouraged to participate in research projects leading to a research- or design paper-based master’s degree (Option B) that reports out the findings of specific research in areas related to infectious diseases, animal and/or public health, food safety and other areas of veterinary and biomedical sciences. The research may include faculty at either university and could lead to a graduate degree from either SDSU or Minnesota.
**Ph.D. dual-degree tracks** — Minnesota offers a Ph.D. in veterinary medicine and in comparative and molecular biosciences through the College of Veterinary Medicine. It is likely that students from the SDSU cohorts could be candidates for these dual-degree tracks. A student in the concurrent dual-degree option usually completes the first two years of DVM studies, then transfers to the Ph.D. curriculum. Following defense of the Ph.D. dissertation, the student returns to the DVM track to complete clinical training and degree requirements. Students also can pursue a Ph.D. at Minnesota after completion of all DVM requirements.

**RESOURCES TO SUPPORT ACADEMIC PROGRAM**

This section covers additional resources to support the collaborative program in veterinary medical education, included people, places, information and infrastructure.

**Staffing**

An academic program in veterinary medical education will require 6.3 FTE — 2 in administration and 4.3 in teaching faculty. Data show that SDSU has unfunded FTE currently available. The following paragraphs describe the need for the positions.

**Administration** — SDSU participants have identified two necessary positions, a program director and an administrative support professional, starting in July 2019. The director, as noted elsewhere in this report, should hold credentials that support teaching at least one course in the veterinary medical education curriculum. SDSU has requested funds to cover salary and benefits for a program director and an administrative support position, starting in July 2019. The funding request, made through the South Dakota Board of Regents, would cover three fiscal years until the new program is fully populated with two cohorts of students. From that point, tuition and fees will cover the salaries and benefits of the administrative professionals.

**Teaching faculty** — The 4.3 faculty FTE estimate has been derived from the first draft of curriculum, a comparison of teaching loads for faculty covering the corresponding courses at Minnesota, and initial review of expertise among current SDSU faculty. The 4.3 FTE would be spread across multiple people. The specificity of the curriculum calls for faculty with knowledge in many related areas. New hires may have appointments that include service to the Agricultural Experiment Station (AES), SDSU Extension or the South Dakota Animal Disease Research and Diagnostic Laboratory. Similarly, current faculty may be uniquely qualified to teach certain courses in the veterinary curriculum. This may require some movement of funds between units. It is possible that some practicing veterinarians may serve as adjunct faculty, part-time instructors and clinical experience supervisors. Some professionals provide expertise and supervision at no cost for academic programs in the College of Pharmacy and Allied Health Programs and the College of Nursing. Should this collaborative program move forward, SDSU leaders place an immediate priority on the development of a faculty staffing proposal to articulate the areas of expertise available among current faculty, the knowledge base for teaching within the regional veterinary community and the specific areas necessary to cover through new faculty hires.
Graduate assistants — The SDSU financial model includes three graduate assistants who will serve the DVM program in areas such as laboratory supervision, assisting faculty or providing certain student services.

Student support — As noted earlier, SDSU students will receive support from several other university units for such crucial functions as undergraduate advising, personal counseling, pre-veterinary student recruitment, disability accommodations, career counseling, financial aid assistance and wellness. Some of these are described in later section on university contributions to the program.

Facilities

SDSU boasts several facilities that directly support or complement a veterinary medical education curriculum, including teaching and research laboratories across multiple disciplines and farm units for cattle, dairy cattle, swine, horses and sheep.

Existing facilities — The Department of Veterinary and Biomedical Sciences controls about 32,000 net square feet. Expansion of the state’s Animal Disease Research and Diagnostic Laboratory (ADRDL) adds 40,000 net square feet by winter 2020. The expansion project includes funds to convert some original laboratory area into additional needed teaching spaces and research laboratories for Veterinary and Biomedical Sciences. Furthermore, construction of an adjoining large-animal research building adds teaching and research space that may support veterinary education. All current experiential, research and classroom work of pre-veterinary students, graduate students and post-doctoral staff has been incorporated into the department space and laboratory needs for training the next generation of diagnosticians, veterinarians, researchers and industry workforce. Facilities such as the expanded ADRDL and the animal research addition may provide some complementary capacity for students in veterinary medicine.

New facility needs — Despite renovations noted in the previous section, some additional specialized spaces will be needed to accommodate veterinary medical education. These capacities will require funds from available state, federal and/or private sources. Faculty have identified a veterinary anatomy laboratory as the pending space priority and have gathered initial estimates on the costs to convert the former ADRDL necropsy floor into an anatomy lab and research necropsy space once the ADRDL functions move into the new building section. This space is well-suited for an anatomy lab; however, it will require stainless-steel downdraft tables and upgrades to the HVAC system to meet safety requirements of an accredited veterinary medical education program.

Information resources (library) — Teaching and information resources are critical components within accreditation standards and university expectations. Students at SDSU will need access to the same information as their peers at Minnesota have. SDSU will address library needs in three ways:
1. A librarian who dedicates a portion of his or her time to veterinary medicine resources;
2. A collection of reference materials obtained at program start-up; and
3. Access to key textbooks — in print or electronic formats — to match access available at Minnesota.
Current online access to scientific journal materials through the Briggs Library at SDSU is sufficient to meet the needs of accreditation. Additionally, Minnesota faculty have indicated a willingness to share all internal teaching resources to SDSU colleagues. In turn, SDSU faculty will share any new teaching materials developed for the SDSU cohort.

**Infrastructure** — SDSU faculty, working with Minnesota CVM colleagues, have identified two more needs, namely wireless Internet capacity and clinical training sites. The current Veterinary and Biomedical Sciences building will need additional capacity to support another 40 students, new veterinary medicine faculty, teleconferences and video-based education delivered from the St. Paul campus. Some Brookings-area sites have been identified as options for hands-on veterinary clinical course, starting with the Brookings Regional Humane Society. Faculty have discussed a mobile veterinary clinic truck as another delivery tool, one that reflects current practices among rural veterinarians. A mobile clinic would require additional funds from grants, private sources or one-time state appropriation.

**REVENUE**

Tuition and fees will provide most of the revenue to operate the SDSU cohort in a collaborative veterinary medical education program. As noted earlier, the costs of education are sources of concern for veterinary medical professionals. A collaborative program that includes two years at SDSU can be instituted in a way that makes financial sense, holds the costs below the means of comparable and regional programs, and provides a high-quality education suitable to successful veterinary careers in the Upper Midwest.

**Tuition and fee position**

The revenue side of the financial model has been created on three strong assumptions:

1. Qualifying South Dakota students in the SDSU cohort will be charged base tuition and fees that match the resident rates at the University of Minnesota. For the sake of example, that comes to $31,700 for the 2017-2018 academic year. Minnesota assesses tuition and fees in a “block” format; in other words, students pay one rate in order to enroll in the recommended number of credit hours for a specific semester. SDSU would utilize graduate tuition and a program fee on each credit in order to achieve balance with the Minnesota rates. Minnesota students will pay the resident rates at SDSU, as well. Out-of-state students will pay higher tuition and fees, as is the practice at both participating universities and for other veterinary schools.

2. Qualifying South Dakota students in the SDSU cohort will be eligible for scholarships that will reduce their tuition and fees to a level equal to or below the averages of in-state tuition and fees at universities that participate in similar 2+2 programs. That mean, based on 2017-2018 rates, is $28,648 per year. Therefore, qualifying South Dakota students in the SDSU cohort will be eligible for scholarships of approximately $3,100 or more each year.

3. For the sake of demonstration, the tuition and fee revenues are calculated for 40 students paying in-state tuition. Any out-of-state tuition will be an increase in expected revenue.
Existing state revenue

South Dakota currently sends approximately $600,000 each year to Iowa State University to offset the out-of-state tuition for six South Dakota students in each cohort, or 24 total. The payment has been increasing 3.2% annually in recent years, totaling $605,538 for the 2017 graduating cohort year and $615,450 for the 2018 cohort. Most of that estimated $600,000 annually — or $437,568 in the financial model — would be applied to scholarships for members of the SDSU cohort once the Iowa State arrangement has been phased out. The remainder, or $162,432 in the model, will be deployed for needs across the program.

Revenue at steady state

The financial model shows $1,240,038 available each year, using the current fiscal year rates.

Tuition and fees — At full enrollment, the program will have 20 students in each of two cohorts taking 56 credits each year, or a total of 2,240 credit hours. As the attached pro forma shows, resident graduate tuition, the General Activity Fee (GAF) and a DVM program fee total $566.07 per credit hour. The tuition and mandatory fees, then, for 56 credits will be $31,700, or the Minnesota rate. The GAF funds are transferred directly to Student Affairs, and $41.65 per credit from tuition will be transferred to the South Dakota Board of Regents for the Higher Education Facilities Fund, system information technology priorities and the maintenance and repair reserves. That leaves $284.40 in tuition and $196.27 in program fees per credit, or $1,077,607 in revenue for veterinary medical education.

Remaining state funds — The $162,432 remainder from state revenues after disbursement of South Dakota scholarships brings available revenue to $1,240,038 in the model. As the attached pro forma shows, that remainder would cover about 85% of the supplies estimated among expenses.

EXPENSES

The financial model shows $1,020,137 in annual expenses, of which 68.6% covers salary and benefits for 4.3 new faculty positions, the program director and the professional staff, as well as stipends for graduate assistants.

Faculty

A successful collaborative program in veterinary medicine will require an additional 4.3 full-time equivalent faculty positions, given the specificity of the curriculum. These 4.3 FTE may be spread across a higher number of positions when combined with possible appointments in the South Dakota Agriculture Experiment Station, SDSU Extension or the South Dakota Animal Disease Research and Diagnostic Laboratory. Other courses, particularly clinical experiences, may be led by practicing veterinarians in the Brookings area. Some courses will be taught by current SDSU faculty who hold DVM degrees or terminal degrees in relevant disciplines.
Administration

As noted earlier in this report, a program director and an administrative professional will need to be in place during the 2019-2020 academic year in order to build the program and hire faculty in preparation for student enrollment in fall 2021. The salary and benefits for these positions total $191,170 based on current dollars.

Graduate assistants

The program, as outlined, may utilize graduate assistants for laboratory functions, among other purposes. The financial model shows $80,000 for stipends and funds payable to other departments to cover the tuition discounts for graduate students in those academic areas.

Operations

The financial model to support a collaborative program in veterinary medical education includes $320,300 in operational funds — $40,000 for clinical costs, $90,000 in library resources and an estimated $190,300 for supplies.

University contributions

University contributions to the program include clerical support (.25 FTE), library position (.25 FTE), IT support (.25 FTE), counseling and advising (.25 FTE), and time associated with the attending veterinarian. Additionally, students in the SDSU cohort will receive books and other educational materials as part of their tuition and fee package. This is a practice at some veterinary schools.

Startup expenses

New academic programs usually require financial resources to cover start-up expenses. Those expenses, which are not built into the attached pro forma, are described in the following section.

Administrative salaries — Working under the assumption that a collaborative program in veterinary medical education would be feasible and would be approved by the South Dakota Board of Regents, SDSU in June submitted a Fiscal Year 2020 funding request for $275,000 per year for three years. That request covers the salaries and benefits for a full-time director and a full-time administrative professional. The request for three years of one-time funds also includes some modest amounts for supplies and other necessary expenditures. A copy of the one-time funding request accompanies this report.
Facility renovation — As noted earlier, the most pressing facility need will be a veterinary anatomy laboratory. SDSU faculty have identified suitable space in the section of the current ADRDL that could be renovated for the necessary anatomy laboratory and research necropsy space, once the new ADRDL facility is operational. The current project estimate calls for approximately $1.9 million in renovations to convert the space for veterinary medical education. University officials acknowledge that a building committee, working through the existing Board of Regents process, may reach a different amount for renovations based on a more detailed study. Funds for facility renovation may come from state one-time funds, federal grant sources or private donors, the Higher Education Facilities Fund, or some combination.

Supplies — Ongoing supplies have been estimated at $190,300 in the pro forma. Supplies include anatomy specimens (or cadavers) for teaching, models for teaching anatomy and surgical procedures, books and other teaching materials, computers and IT hardware, and basic office and classroom supplies. Initial funds for supplies may be drawn from the Academic Affairs initiative fund or from one-time savings in the College of Agriculture, Food and Environmental Sciences.

New faculty funds — Most faculty with research expectations as part of their appointments are provided start-up dollars to launch projects that might lead to successful grant funding in subsequent cycles. New faculty likely will be hired during the 2020-2021 academic year in order to prepare fully for the first cohort of students in fall 2021. Revenues for these start-up packages will vary based on when new faculty are hired and funds available from existing university resources.

EVALUATION

Evaluation of program success ultimately will be based on placement and impacts of DVM graduates contributing to rural veterinary practice, food animal research, teaching and outreach in the region. However, multiple checkpoints will be established during the formal education. All students will be expected to meet standard metrics of performance on clinical skills within the first two years of the program, as evaluated initially by SDSU instructors in cooperation with UMN faculty. Within didactic courses, some shared tutorials and examinations have been proposed using online course delivery in order to ensure equivalent levels of knowledge within the SDSU cohort and the UMN cohort. Finally, discussion has been initiated regarding shared general evaluation of students following the second year of the program to directly compare student performance between the SDSU and UMN cohorts. Student success will be tracked following third year at Minnesota to the fourth year to identify potential areas of excellence and areas for improvement in the SDSU program. These metrics will be studied by faculty at both universities to assess the program, to determine future needs, and to discern areas where either SDSU or UMN may provide support to the other school to ensure equivalency.
SUMMARY

A working group comprised of faculty and administrators from South Dakota State University and the University of Minnesota College of Veterinary Medicine has studied the efficacy of a collaborative program in veterinary medical education in which students would complete the first two years of professional education in Brookings and the final two years of the doctor of veterinary medicine degree on Minnesota’s St. Paul campus.

The university professionals have determined that a 2+2 program, as described in the previous pages, would help address a shortage of veterinarians, would create additional opportunities for South Dakota students to pursue veterinary careers, would support a growing agriculture industry in the region and would address the concern of student debt in veterinary education. Additionally, the colleagues agreed that the first cohort of students in a collaborative program could start in fall 2021 at SDSU. Optimally, each cohort in Brookings would include 20 students, and an attached financial model demonstrates that the program could be self-sufficient when fully populated in its second year, even with entire cohorts paying in-state tuition rates that reflect the Minnesota CVM tuition and fee structure.

ATTACHMENTS

Memorandum of Understanding, July 2017
DVM Pro forma, August 2018
FY20 funding request to South Dakota Board of Regents, June 2018
SDSU veterinary medicine curriculum (draft), Spring 2018
Tuition rates at other cooperative programs (Peer Price Comparison), compiled June 2018
Tuition rates at selected veterinary colleges, compiled June 2018
Memorandum of Understanding
Between
South Dakota State University and
Regents of the University of Minnesota through its College of Veterinary Medicine
July 10, 2017

1. Parties:
South Dakota State University, a public institution of higher education under the control and management of the South Dakota Board of Regents of the state of South Dakota, hereinafter referred to as "SDSU" and the Regents of the University of Minnesota, an institution of higher education and an agency of the state of Minnesota, through its College of Veterinary Medicine, hereinafter referred to as "UMN", enter into this Memorandum of Understanding (MOU).

2. Purposes:
This MOU affirms the commitment of SDSU and UMN to work together to define the financial feasibility and structure of the creation of the South Dakota and Minnesota Cooperative Program in Veterinary Medical Education, hereinafter referred to as the "MSD" or MSD program". This MOU establishes milestones to gather required commitments, identify policies and procedures to be outlined, and define the framework of the resulting partnership that will form the basis of an operating agreement for the joint DVM program. The MOU will remain in effect through June 30, 2018 unless cancelled or modified, and will represent a binding agreement between the parties as to their intent for the cooperation towards development of the MSD program.

The program to be developed following completion of the described objectives (Article 3) will combine resources of UMN and SDSU to provide an accredited program in Professional Veterinary Education leading to the Doctor of Veterinary Medicine (DVM) degree. A cohort of students will enroll at SDSU in courses commensurate with the DVM program at UMN for the first two years of the veterinary education program, and then transition to the UMN program for the remaining two years of their veterinary program. This MOU will lay out the framework for ensuring a shared educational program that will enhance both the SD and MN programs. The program will provide increased opportunities for SD citizens to engage in veterinary education and minimize costs to assist in supplying a growing need for veterinary professionals in the region.

3. Objectives:
The primary objectives of this MOU are to identify the policies and procedures which need to be developed and the feasibility of the MSD Program for incorporation into subsequent agreements leading to implementation.

The following list outlines a series of progressive steps to be taken jointly by UMN and SDSU to establish the feasibility of the MSD program. For each individual objective, a report will be prepared by the responsible party that outlines the details of the objective. These reports will form the basis of the final operating agreement for the MSD program. An anticipated timeline is attached as an addendum to this agreement.
A. **Expected Regional Interest and Enrollment**: In order to evaluate the level of interest and need in the region for the MSD Program, including financial projections, a needs assessment and formal investigation of regional partnerships will be completed.
   a. **Anticipated SD Enrollment and Support by the SD Stakeholders** (SDSU Lead with UMN participation)
   b. **Anticipated MN Enrollment and Support by the MN Stakeholders** (UMN Lead with SDSU Participation)
   c. **Identification of potential Regional Partnerships** (SDSU Lead)
   d. **Final Report** (SDSU Lead with UMN Participation)

B. **Accreditation Requirements**: The MSD program which is developed will meet all accreditation requirements of the American Veterinary Medical Association (AVMA) including facility and financial obligations, information resources, curriculum and faculty needs for both UMN and SDSU. The parties will jointly develop an approved model for the MSD Program that meets accreditation requirements.
   a. **Organization of the Program** (Overview of Admissions Procedures, Curriculum Reconciliation, Outcomes Assessment) (SDSU/UMN Joint Committee)
   b. **Financial Outlook** (Projected Running Revenues/Expenditures at each institution for the MSD Program) (SDSU/UMN Joint Committee).
   c. **Information Resources** (SDSU/UMN Joint Committee)
   d. **Research Opportunities for Students** (SDSU/UMN Joint Committee)
   e. **Curriculum and Faculty Needs** (Instructional responsibility for courses in Years 1 and 2, Associated costs, Curriculum Harmonization) (SDSU Lead)
   f. **Facilities** (SDSU Lead)
   g. **Final Report including Budget Analysis** (SDSU/UMN Joint Committee)

C. **Structural Organization**: A framework will be developed jointly between UMN and SDSU to define both a short-term and long-term approach to cooperatively administer the SDSU Program. Policies and procedures will be developed and submitted in the final document for approval by both parties.
   a. **Admissions**: Define Admissions Procedures and Criteria for initial years, any transition in future years) (SDSU/UMN Joint Committee)
   b. **Clinical Resources**: (Define opportunities to enhance experiential learning at SDSU for SDSU and/or UMN students) (SDSU Lead)
   c. **Student Success and Integration** (Mechanisms to enhance SDSU Program and UMN Program student interaction and cohesion) (SDSU/UMN Joint Committee).
   d. **Outcomes Assessment** (Mechanism to assess student success in early years of the SDSU Program, Student promotion and conduct policies tracked assessment of student progression through UMN Years 3 and 4) (SDSU/UMN Joint Committee).
   e. **Faculty Evaluation** (Mechanism to normalize faculty evaluation in terms of DVM program requirements between SDSU/UMN Programs through Peer Evaluation). (SDSU/UMN Joint Committee).
   f. **Final Report Preparation**
D. **Additional Degree Opportunities unique to the MSD Program:** A key component of the MSD Program will be to define an approach to provide value to the students, the stakeholders, and both institutions. Procedures to implement these additional degree opportunities while maintaining the high standards necessary for accreditation will be outlined.
   a. **Access to UMN Accelerated Programs** (DVM/PhD, DVM/MS, DVM/MPH) (Joint SDSU/UMN Committee)
   b. **New Accelerated Programs Proposed at SDSU** (VetFast, DVM/MS, DVM/MPH) (SDSU Lead)
   c. **Satellite Standalone Programs at SDSU to leverage MSD Coursework** (BS/MS, Animal Biotechnology Major, etc). (SDSU Lead)
   d. **Final Report** (Joint SDSU/UMN Committee)

4. **Responsibilities:**
   Both parties agree to:
   
   A. Respect the individuality and the mission of each institution
   B. Respect the recruitment requirements and rights of each institution
   C. Publicly acknowledge and support this MOU
   D. Appoint liaisons at each institution to serve as a free conduit for information exchange and gathering to accomplish the goals of the MOU.
   E. Assist in the preparation of the necessary reports and documentation to promote the timely completion of the objectives outlined in the MOU.

5. **Use of Name, Logo or Marks.**
   SDSU and UMN agree not to use the name, logo or any other marks (including, but not limited to, colors and music) owned by, or associated with, the other party, or the name of any representative of the other party, in any sales promotion work or advertising, or any form of publicity, without the prior written permission of the other party in each instance.

6. **No Financial Obligation:**
   Neither party shall be responsible for costs and expenditures incurred by the other under this MOU.

7. **Subsequent Agreements Required:**
   As set forth in Paragraph 3., this MOU serves a broad, general-enabling document to establish the feasibility of the MSD Program and is the basis for the development and implementation of more specific definitive agreements ("Subsequent Agreements"). Subsequent Agreements shall be developed in collaboration with appropriate university authorities and signed by the authorized representatives of each party.

8. **Amendment and Termination:**
   This MOU takes effect upon approval by both UMN and SDSU and shall remain in effect through June 30, 2018. The MOU may be amended as a result of mutual agreement at any time prior to expiration. Either party may terminate this MOU with a 60-day written notice.
9. Authorities:

**University of Minnesota**

Trevor Ames, D.V.M., M.S.
Dean, College of Veterinary Medicine

7-31-17
Date

**South Dakota State University**

Don Marshall, Ph.D.
Interim Dean College of Agriculture and Biological Sciences

7-17-2017
Date

Brooks Jackson, M.D.
Dean of the Medical School
Vice President for Health Sciences

8/2/17
Date

Dennis D. Hedge, Pharm.D.
Provost and Vice President for Academic Affairs

7-17-2017
Date
Tentative Timeline
for
Memorandum of Understanding
between
South Dakota State University
and
University of Minnesota, College of Veterinary Medicine
(UMN Agreement No. 5969)
July 2017 – June 2018

July 2017  Approval of Intent to Plan MOU

August 2017  Draft outline/template identified to use for full agreement
Identify and finalize cross-institutional teams to prepare reports for
sections 3A, 3B, 3C and 3D
UMN/SDSU Conference Call

September 2017  Teams convene via conference call and design plans of work
Identify SDSU and UMN coordinators (long-term leaders for cooperative
program)
UMN/SDSU Conference Call

October 2017  Teams continue work on assigned sections
UMN/SDSU Conference Call

November 2017  Teams continue work on assigned sections
UMN/SDSU Conference Call

December 2017  Teams continue work on assigned sections
UMN/SDSU Conference Call

January 2018  Final reports from 4 cross-institutional teams completed
UMN/SDSU Conference Call

February 2018  First draft of full agreement ready for review at SDSU and UMN
Submission of proposal to modify DVM Academic Program Plan to
accommodate SDSU students to UMN Provost for review and approval
UMN/SDSU Conference Call

March 2018  UMN/SDSU Conference Call

April 2018  Agreement to SDBOR Chief Academic Officer for preliminary review
UMN/SDSU Conference Call

May 2018  Agreement to system Academic Affairs Council for review
and approval (May 23)
Agreement to UMN Provost Office for review and approval
UMN/SDSU Conference Call

June 2018  Agreement to SD BOR for approval (June 26-28, 2018)
UMN DVM Academic Program Plan modification to UMN 3OR for
approval
UMN/SDSU Conference Call
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<thead>
<tr>
<th></th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
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<td><strong>Table #1A: Annual Individual Student Analysis</strong></td>
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<td><strong>Resident Rate</strong></td>
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<tr>
<td>Amount/ credit</td>
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<td>Resident Tuition</td>
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<td>General Activity Fee</td>
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<td>$2,450</td>
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<td>DVM Program Fee</td>
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<td><strong>Total</strong></td>
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<td>Notes:</td>
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<tr>
<td>11.5% of Higher Education Facilities Fund Revenue is transferred to the BOR from every tuition dollar.</td>
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<tr>
<td>Typically $3.75 per credit goes to BOR for IT/M&amp;R and $16.44 goes to SDSU centrally for IT/M&amp;R</td>
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<tr>
<td><strong>Table #1B: Annual Individual Student Analysis</strong></td>
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<td><strong>Non-Resident Rate</strong></td>
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<tr>
<td>General Activity Fee</td>
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<td>DVM Program Fee</td>
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<td><strong>Total</strong></td>
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<tr>
<td>11.5% of Higher Education Facilities Fund Revenue is transferred to the BOR from every tuition dollar.</td>
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<td>Typically $3.75 per credit goes to BOR for IT/M&amp;R and $16.44 goes to SDSU centrally for IT/M&amp;R</td>
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<tr>
<td>Actual Graduate Non-Resident Tuition Rate is $626.85</td>
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### DVM 2+2 Pro Forma 7/5/18 - DRAFT External

#### Table #2: Full Cohort Steady State Analysis

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<tr>
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<th>Revenue</th>
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<tr>
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<td>Net Tuition to University (excludes HEFF &amp; BOR IT/M&amp;R)*</td>
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<td>Program Fee</td>
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<td>Residual Pesticide Funds (after scholarships)</td>
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<td>162,432</td>
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<td>7</td>
<td>Total Revenue</td>
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<td></td>
<td>1,240,038</td>
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<td>8</td>
<td>Direct Expenses</td>
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<td>Books* **</td>
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<td>17</td>
<td>Supplies</td>
<td>$190,300</td>
<td>1.0</td>
<td>190,300</td>
</tr>
<tr>
<td>18</td>
<td>Total Direct Expenses***</td>
<td></td>
<td></td>
<td>$1,020,137</td>
</tr>
<tr>
<td>20</td>
<td>Net Operating Margin</td>
<td></td>
<td></td>
<td>$219,902</td>
</tr>
</tbody>
</table>

*Net Tuition to University excludes 11.5% HEFF and BOR IT/M&R ($8,400). University IT/M&R ($36,826) would stay on campus.

**Books are included as scholarships on a 5 year rotation with no cost to students (approx $50k annually).

***Indirect Expenses in the RCM will need to be analyzed, but will be a redistribution of expenses currently existing within the university (not an increase of expenditures). Overall, it is expected that the College of Ag's indirect expenses would increase by $147,283 (this is the net of the $260,556 increase to Vet Science and the savings for the other departments in the College of Ag) correspondingly the rest of the core colleges would save $147,283, as this would just be a redistribution of current support unit expenses (not an actual increase to the university). This is based on 6.3FTE, $646,362 of tuition revenue, and off the top resources of ($846,362).

### Other DVM Pro Forma Assumptions 7/5/18

1. Max All-in Price (Books, GAF, Tuition, and Program Fee) = $31,700
2. All SD and MN students pay $31,700 (MN students pay SD Resident Tuition)
3. All redirected Pesticide Dollars ($600k) are not required to go to scholarships
4. 20 students (any extra are bonus and based on estimated attrition)
5. All students are SD or MN residents, any non-residents will help pro forma but are not included in estimates
6. 112 credits taken at SDSU (none at UMN)
7. BOR approval of charging SD Resident Rate to MN DVM students
8. 9 month faculty salary at $80,000 + benefits ($100k)
9. Assumes 12-month Director with $5,000 stipend + benefits ($126k)
10. University contributes: secretarial support (.25 FTE), computer support (.25 FTE), counselling (.25 FTE), library (.25 FTE), and attending vet support (as that was removed from the current pro forma)
11. We can teach all of the needed courses within the additional 4.3 faculty and Director
### Decision Points:

1. Who do we want to scholarship (SD residents, SDSU students, all students)?
2. How much do we want to scholarship, balanced against resources for the program? (scholarship amount between $0 and $600k)

### Simulation #1: 6 SD Residents remain at Iowa State Resident Rates and remaining SD Residents get $3k per year

#### Input Variables:

#### Pricing Assumptions:

<table>
<thead>
<tr>
<th>Pricing Assumption</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Iowa Resident All-in Rate</td>
<td>23,018</td>
</tr>
<tr>
<td>SDSU All-in Price for SD/MN residents</td>
<td>31,700</td>
</tr>
<tr>
<td>Non-Resident Rate</td>
<td>56,972</td>
</tr>
<tr>
<td>Top SD Resident Scholarship (down to Iowa Res rate)</td>
<td>8,682</td>
</tr>
<tr>
<td>Remaining SD Resident Scholarship</td>
<td>3,200</td>
</tr>
<tr>
<td>MN Residents Scholarship</td>
<td>1,000</td>
</tr>
<tr>
<td>Remaining SDSU students (not SD/MN residents) avg. Scholarship</td>
<td>1,000</td>
</tr>
<tr>
<td>Other students average scholarship</td>
<td>500</td>
</tr>
<tr>
<td>SD Residents Shocked to Iowa Resident Rates</td>
<td>6</td>
</tr>
</tbody>
</table>

#### Number of Students from:

<table>
<thead>
<tr>
<th>Category</th>
<th>Number of Students</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Students</td>
<td>20</td>
</tr>
<tr>
<td>South Dakota Resident</td>
<td>20</td>
</tr>
<tr>
<td>MN Resident</td>
<td></td>
</tr>
<tr>
<td>SDSU (not SD/MN Resident)</td>
<td></td>
</tr>
<tr>
<td>Other Students</td>
<td></td>
</tr>
</tbody>
</table>

#### Pesticide Fee Annual Revenue

- **Total**: $600,000

### Scholarship and Pricing Summary

<table>
<thead>
<tr>
<th>Scholarship Type</th>
<th>Number of Students</th>
<th>Scholarship Per Year</th>
<th>Total Scholarship over 4 years</th>
<th>Net Price Per Year</th>
<th>Book Rental Scholarship Offered to All Students</th>
<th>Total Annual Scholarship Amount at Steady State</th>
</tr>
</thead>
<tbody>
<tr>
<td>Top SD Resident Students</td>
<td>6</td>
<td>8,682</td>
<td>34,728</td>
<td>23,018</td>
<td></td>
<td>208,368</td>
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<tr>
<td>Remaining SD Residents</td>
<td>14</td>
<td>3,200</td>
<td>12,800</td>
<td>28,500</td>
<td></td>
<td>179,200</td>
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<tr>
<td>MN Residents Students</td>
<td>-</td>
<td>1,000</td>
<td>4,000</td>
<td>30,700</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Remaining SDSU students (not SD/MN residents) Scholarship</td>
<td>-</td>
<td>1,000</td>
<td>4,000</td>
<td>55,972</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Other students</td>
<td>-</td>
<td>500</td>
<td>2,000</td>
<td>56,472</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Book Scholarships (All Students)</td>
<td></td>
<td></td>
<td>50,000</td>
<td></td>
<td></td>
<td>50,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>20</strong></td>
<td></td>
<td><strong>437,568</strong></td>
<td></td>
<td></td>
<td><strong>162,432</strong></td>
</tr>
</tbody>
</table>

#### Remaining Pesticide Fee for Operations

- **Total**: $162,432

### Peer Price Comparison

<table>
<thead>
<tr>
<th>University</th>
<th>Peer Resident Rates</th>
<th>Peer Non-Resident Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nebraska</td>
<td>23,018</td>
<td>N/A</td>
</tr>
<tr>
<td>Iowa State</td>
<td>23,018</td>
<td>40,464</td>
</tr>
<tr>
<td>Colorado State</td>
<td>36,220</td>
<td>60,152</td>
</tr>
<tr>
<td>Fairbanks</td>
<td>36,220</td>
<td>60,152</td>
</tr>
<tr>
<td>Utah</td>
<td>24,428</td>
<td>57,658</td>
</tr>
<tr>
<td>Pullman</td>
<td>25,934</td>
<td>59,164</td>
</tr>
<tr>
<td>UMN</td>
<td>31,700</td>
<td>56,972</td>
</tr>
<tr>
<td><strong>Average</strong></td>
<td><strong>28,648</strong></td>
<td><strong>55,760</strong></td>
</tr>
</tbody>
</table>
FY20 BOR Informal Budget Request

Workforce Development

Rural Veterinary Medical Education: A Collaborative Program with the University of Minnesota

One-Time Funds $275,000 for each of three years

Funds are requested to develop the capacity of the South Dakota State University Department of Veterinary and Biomedical Sciences to deliver the first two years of coursework toward a doctor of veterinary medicine degree program. Students will complete their third and fourth years of coursework at the University of Minnesota College of Veterinary Medicine in St. Paul, with the degrees conferred by the University of Minnesota. SDSU was invited by the University of Minnesota to participate in this partnership opportunity.

Food animal veterinarians are a critical component to an adequate food supply and continued economic growth in animal agriculture in South Dakota and the United States. Over the past several years, most segments of the food animal industry have grown in South Dakota, including the beef, dairy, swine and poultry sectors. This trend is predicted to continue, and the South Dakota Department of Agriculture is proactively recruiting animal agriculture to the state. Adequate availability of veterinary services is pivotal to maintaining animal and public health. South Dakota has critical economic interest in ensuring a supply of highly skilled and locally knowledgeable veterinary expertise.

SDSU has the capacity to leverage its position as a leading educator of students in the agricultural sciences to help fulfill South Dakota’s food animal veterinary professional workforce needs. By partnering with Minnesota, SDSU can provide the first two years of veterinary education with the final two years of education delivered at Minnesota, also called a 2+2 veterinary program. The SDSU College of Agriculture and Biological Sciences has a large and sustainable number of students in several majors desiring to add value to their SDSU education with veterinary studies. Approximately 180 SDSU students are in a “pre-veterinary” course of study. More than three-quarters of students in the fall 2017 pre-veterinary section completed a survey on their initial interests in a veterinary program that would start on the SDSU campus and finish at Minnesota. Among those still considering veterinary school, 82.6 percent (or 38 of 46) answered “yes” when asked if they have interest in this collaborative option with Minnesota. All 38 were freshmen and sophomores, the students who would comprise the first Brookings-based cohort.

Historically, six to 16 South Dakota State University students each year start in one of 30 professional veterinary medicine colleges across the country. Today, 24 students enrolled at the Iowa State University College of Veterinary Medicine receive funding from the State of South Dakota that offsets the difference between in-state and out-of-state tuition. That expenditure — approximately $600,000 annually for six students in each of four cohorts — is funded by tax revenues from the sale of animal endoparasiticides and ectoparasiticides. This request is based on the subsequent investment of those funds, as described in SDCL 13-49-20, toward the new collaborative venture with the University of Minnesota.
The collaborative approach to veterinary medicine has been implemented successfully in three partnerships involving land-grant universities. University leaders from the University of Minnesota and South Dakota State University have now visited each of these institutions.

- University of Nebraska-Lincoln and Iowa State University College of Veterinary Medicine;
- Utah State University and Washington State University College of Veterinary Medicine; and
- University of Alaska-Fairbanks and Colorado State University College of Veterinary Medicine.

The veterinary medical curriculum for the first two years at SDSU will meet the same student-learning objectives as that offered at Minnesota and meet accreditation standards established by the American Veterinary Medical Association Council on Education. The core instruction would be taught at SDSU for two years; it is possible that some specialized clinical or orientation courses could be taught by Minnesota through distance delivery. It also is possible that some third- and fourth-year courses and experienced could be delivered in South Dakota.

A financial pro forma, based on information available, works from an assumption of 20 students per cohort. Annual expenses are estimated at approximately $1.1 million, including faculty, support personnel and operating expenses. Revenues from the state parasiticide tax will be used to support the final cohort of students attending Iowa State through FY24. As each cohort completes its studies at Iowa State, the parasiticide tax revenues will be phased-in to support scholarships for the collaborative program with Minnesota. However, the one-time state funds are needed to help start the program, particularly from FY20 through FY22. The first students will be enrolled in fall 2021 (or FY22). Once two cohorts of students are in place (fall 2022 or FY23), an estimated annual revenue of $1.1 million from tuition and fees will cover the costs of the program. A more descriptive financial model will be developed during FY19 and will be based on information gathered in compliance with the memorandum of understanding.

This request is for three years of one-time funding at $275,000 per year. This appropriation will fund a program director ($143,529), a support position ($84,671) and operating expenses ($46,800) from FY20 through FY22. Following this initial investment, these costs will be covered by the tuition and fees of the program.

The proposed collaborative program for rural veterinary medical education provides several benefits for students and South Dakota, specifically:

- An increased number of new veterinarians with strong ties to South Dakota to support rural veterinary practices;
- More opportunities for South Dakota students to pursue veterinary medical degrees without accumulating additional student debt through out-of-state tuition;
- Additional faculty expertise that strengthens teaching and research in the College of Agriculture, Food and Environmental Sciences at SDSU;
- Faculty expertise that complements the Animal Disease Research and Diagnostic Laboratory;
- A relatively unique program that positions South Dakota State University among the nation’s leaders in veterinary medical education, particularly in food animal practices; and
- Another accredited professional program in a health-related field.
### One-time Funding for each of three years

<table>
<thead>
<tr>
<th>Description</th>
<th>Salaries</th>
<th>Benefits</th>
<th>Travel</th>
<th>Contractual Services</th>
<th>Supplies</th>
<th>Capital Assets</th>
<th>Total</th>
<th>FTE</th>
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<tr>
<td>Rural Veterinary Medical Education</td>
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<td>$40,267</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$5,000</td>
<td>$21,800</td>
<td>$275,000</td>
<td>0.0</td>
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</table>
### SDSU CVM "2+2" Program with M.S. Veterinary & Biomedical Science (PROPOSED 09-12-18)

**Comparison with Current UMN Courses (2018)**

<table>
<thead>
<tr>
<th>UMN Year 1, FALL</th>
<th>SDSU Year 1, FALL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>6000</strong> GOALE</td>
<td>2</td>
</tr>
<tr>
<td><strong>6005</strong> FIPCC</td>
<td>1</td>
</tr>
<tr>
<td><strong>6905</strong> Professional Development I</td>
<td>1</td>
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<tr>
<td><strong>6906</strong> Critical Reading</td>
<td>1</td>
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<tr>
<td><strong>6904</strong> Clinical Skills I</td>
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<tr>
<td><strong>6903</strong> Anatomy I</td>
<td>4</td>
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<tr>
<td><strong>6900</strong> Microscopic Anatomy I</td>
<td>2</td>
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<tr>
<td><strong>6901</strong> Physiology I</td>
<td>5</td>
</tr>
<tr>
<td><strong>6902</strong> Biochemistry, Nutrition, &amp; Genetics</td>
<td>3</td>
</tr>
<tr>
<td><strong>6911</strong> Immunology</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Elective #1</td>
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<td><strong>TOTAL SEMESTER CREDITS</strong></td>
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</table>

<table>
<thead>
<tr>
<th>UMN Year 1, SPRING</th>
<th>SDSU Year 1, SPRING</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>6000</strong> GOALE</td>
<td>2</td>
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<tr>
<td><strong>6907</strong> Professional Development II</td>
<td>1.5</td>
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<tr>
<td><strong>6909</strong> Clinical Skills II</td>
<td>2</td>
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<tr>
<td><strong>6981</strong> Clinical Correlates</td>
<td>2</td>
</tr>
<tr>
<td><strong>6908</strong> Anatomy II</td>
<td>3</td>
</tr>
<tr>
<td><strong>6936</strong> Microscopic Anatomy II</td>
<td>1</td>
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<tr>
<td><strong>6910</strong> Physiology II</td>
<td>5</td>
</tr>
<tr>
<td><strong>6912</strong> Basic Pathology</td>
<td>2</td>
</tr>
<tr>
<td><strong>6913</strong> Agents of Disease I</td>
<td>4</td>
</tr>
<tr>
<td><strong>6914</strong> Preventative Medicine</td>
<td>4</td>
</tr>
<tr>
<td>Elective #2</td>
<td>2</td>
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<tr>
<td><strong>TOTAL SEMESTER CREDITS</strong></td>
<td>28.5</td>
</tr>
</tbody>
</table>

| SDSU SUMMER TERM (between years 1 and 2) | VBS 788 Master’s Research Problem | 6 * |

<table>
<thead>
<tr>
<th>UMN Year 2, FALL</th>
<th>SDSU Year 2, FALL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>6938</strong> Professional Development III</td>
<td>1</td>
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<tr>
<td><strong>6921</strong> Clinical Skills III</td>
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<td>Elective #3</td>
<td>2 *</td>
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<td><strong>6917</strong> Agents of Disease II</td>
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</tr>
<tr>
<td><strong>6918</strong> Pharmacology I</td>
<td>2</td>
</tr>
<tr>
<td><strong>6919</strong> Systemic Pathology</td>
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</tr>
<tr>
<td><strong>6920</strong> Clinical Pathology I</td>
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</tr>
<tr>
<td><strong>6222</strong> Epidemiology</td>
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<tr>
<td><strong>6923</strong> Public Health</td>
<td>2</td>
</tr>
<tr>
<td><strong>6924</strong> Small Animal Medicine I</td>
<td>2</td>
</tr>
<tr>
<td><strong>6928</strong> Large Animal Medicine I</td>
<td>2</td>
</tr>
<tr>
<td><strong>6925</strong> Diagnostic Laboratory</td>
<td>2</td>
</tr>
<tr>
<td>Elective #3</td>
<td>2</td>
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<tr>
<td><strong>TOTAL SEMESTER CREDITS</strong></td>
<td>28.5</td>
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</table>

<table>
<thead>
<tr>
<th>UMN Year 2, SPRING</th>
<th>SDSU Year 1, SPRING</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>6941</strong> Clinical Skills IV</td>
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</tr>
<tr>
<td><strong>6982</strong> Clinical Correlates II</td>
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<td><strong>6937</strong> Pharmacology II</td>
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</tr>
<tr>
<td><strong>6942</strong> Clinical Pathology II</td>
<td>3</td>
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<td><strong>6926</strong> Small Animal Medicine II</td>
<td>5</td>
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<tr>
<td><strong>6945</strong> Large Animal Medicine II</td>
<td>3</td>
</tr>
<tr>
<td><strong>6927</strong> Small Animal Surgery I</td>
<td>3</td>
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<tr>
<td><strong>6929</strong> Large Animal Surgery I</td>
<td>3</td>
</tr>
<tr>
<td><strong>6935</strong> Veterinary Imaging I</td>
<td>3</td>
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<tr>
<td><strong>6971</strong> Dermatology</td>
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</tr>
<tr>
<td><strong>6943</strong> Avian Core</td>
<td>2</td>
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<tr>
<td><strong>TOTAL SEMESTER CREDITS</strong></td>
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</tr>
</tbody>
</table>

* SDSU coursework required for the M.S. degree ("Vet & Biomedical Sciences"; or "Rural Veterinary Practice"; 35 credits total)

** SDSU total credits for "2+2" CVM plus M.S. = 117 credits; Mean credits/semester (4 semesters, including summer course) = 29.25 credits

**ELECTIVES**

<table>
<thead>
<tr>
<th>YEAR 1, FALL (Elective #1)</th>
<th>YEAR 1, SPRING (Elective #2)</th>
<th>YEAR 2, FALL (Elective #3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[AS/VBS] Grass-fed Beef Production (2)</td>
<td>VBS 643 Aquaculture Diagnostic Medicine (2)</td>
<td>VBS 646 Beef Cow/Calf Medicine (2)</td>
</tr>
<tr>
<td>[WL/VBS] Wildlife Farming &amp; Propagation (2)</td>
<td>VBS 644 Mixed Farmstead Medicine (2)</td>
<td>[PHA] Vet Pharmacy Mgmt &amp; Practice (2)</td>
</tr>
<tr>
<td>VBS 642 Rural One Health &amp; Disease (2)</td>
<td>VBS 645 Honeybee &amp; Pollinator Medicine (2)</td>
<td>VBS 648 Food Safety (2)</td>
</tr>
</tbody>
</table>
## Peer Price Comparison

<table>
<thead>
<tr>
<th></th>
<th>Peer Resident Rates</th>
<th>Peer Non-resident Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nebraska</td>
<td>23,018</td>
<td>N/A</td>
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<tr>
<td>Iowa State</td>
<td>23,018</td>
<td>40,464</td>
</tr>
<tr>
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<td>25,934</td>
<td>59,164</td>
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<tr>
<td>UMN</td>
<td>31,700</td>
<td>56,972</td>
</tr>
<tr>
<td><strong>Average</strong></td>
<td><strong>28,648</strong></td>
<td><strong>55,760</strong></td>
</tr>
</tbody>
</table>

Information also used for pro forma, dated 07-05-18
Veterinary Medical Education Tuition and Fee comparison
June 2018

<table>
<thead>
<tr>
<th>University</th>
<th>Tuition</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Iowa State non-resident</td>
<td>$48,066</td>
<td>2017-18</td>
</tr>
<tr>
<td>Minnesota resident</td>
<td>$31,700</td>
<td>2017-18</td>
</tr>
<tr>
<td>Oklahoma State non-resident</td>
<td>$48,550</td>
<td>2017-18</td>
</tr>
<tr>
<td>Wisconsin non-resident</td>
<td>$49,030</td>
<td>2018-19</td>
</tr>
<tr>
<td>Illinois non-resident</td>
<td>$53,618</td>
<td>2018-19</td>
</tr>
<tr>
<td>Kansas State non-resident</td>
<td>$54,366</td>
<td>2017-18</td>
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<tr>
<td>Minnesota non-resident</td>
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<td>2017-18</td>
</tr>
<tr>
<td>Colorado State non-sponsored</td>
<td>$60,152</td>
<td>2018-19</td>
</tr>
<tr>
<td>Missouri non-resident</td>
<td>$60,980</td>
<td>2017-18</td>
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</tbody>
</table>

Sources: Respective university websites
SUBJECT
BOR Policy 1:23 – Employee-Employee and Faculty-Student Consensual Relationships Revisions (First Reading)

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 1:23 – Employee-Employee and Faculty-Student Consensual Relationships

BACKGROUND / DISCUSSION
A May 2018 article from Inside Higher Ed discussed faculty-student dating bans, especially in regard to the “Me Too” era. The article discusses the wide variation in policies that campuses use to regulate faculty-student relationships. The “Me Too” era has spurred many institutions to create policies in this regard. Some institutions are banning faculty-student relationships outright, which is somewhat rare, whereas others take a more nuanced approach that depend on the program of study or whether or not the faculty member would potentially have direct academic authority over the student or is likely to in the foreseeable future.

IMPACT AND RECOMMENDATIONS
Currently, under BOR Policy 1:23, faculty members only need to report a relationship if the student enrolls in a class or if they have academic supervision over the student. Failure to make a disclosure of the relationship as required, or failure to abide by assurances given in regard to reassignment of duties and/or termination of the relationship would result in a termination of employment.

During their August 2018 meeting, AAC members discussed the current policy, how it is used in practice, and were supportive of the proposed changes provided in Attachment I. In addition, the policy was updated to the new Board Policy format, and several small clerical changes have been made as well.

Board staff recommend approval.

ATTACHMENTS
Attachment I – Proposed Revisions to BOR Policy 1:23

DRAFT MOTION 20181204_5-D(1):
I move to approve the first reading of the proposed revisions to BOR Policy 1:23 as presented.
SOUTH DAKOTA BOARD OF REGENTS  
Policy Manual

SUBJECT: Employee-Employee and Faculty-Student Consensual Relationships

NUMBER: 1:23

A. Background and Purpose

Purpose
To limit appearances of favoritism or other self-serving motives deriving from relationships between employees or an employee and student.

When individuals exercising power delegated by the Board make work-related or academic decisions about people with whom they have sexual relationships, their conduct may give rise to the appearance, if not the reality, of favoritism or other self-serving motive. Even the appearance of such improper motives can diminish the confidence that students and employees have in the integrity of institutional decision making and thereby disrupt the institutional workplace or academic processes. While the state and federal constitutions generally limit the power of government to regulate intimate relationships, government may impose reasonable restrictions to assure that actions taken on behalf of the people are free from actual or apparent favoritism or other self-serving motives.

The Board already has adopted regulations that address similar concerns that arise when individuals supervise close family members, Board Policy No. 4-22, or when individuals indulge in conduct that amounts to harassment, Board Policies No. 1-17 and 1-18.

B. Definitions

1. Institution: “Institution” and its cognate terms—All institutions governed by the Board, including the Board Office—and all institutions governed by the Board.

2. Employee: All persons employed by the Board of the institutions under its control as administrators, faculty, or Civil Service staff, full-time or part-time, in temporary or permanent positions, including students employed as teaching or research assistants, in work-study positions or otherwise.

3. Supervisor: Any person, irrespective of job title or employment status, who, on behalf of an institution, oversees, directs or evaluates the work of others, including, but not limited to, officers, managers, administrators, coaches, directors, physicians, deans, principals, chairs, outreach consultants, extension personnel, advisors, clinical staff members, house parents, university residential personnel and teaching assistants, as well as faculty members in their roles as instructors, as supervisors of their staff, and as participants in decisions affecting the careers of other faculty members. For purposes of this policy, administrators holding appointments with line responsibilities for policy development and staff supervision at or above the level of a deansship are deemed to be supervisors of all persons employed in the institutional units under their control.
4. **Supervise**: All situations in which an employee or a faculty member, as defined under this policy, oversees, directs or evaluates the work or academic performance of employees or students. It also encompasses all settings in which employees, as part of their assigned duties, provide confidential advice, counseling or treatment to students, or in which residential staff, as part of their assigned duties, direct or counsel residential students.

5. **Institutional Chief Executive Officer**: The Executive Director, the Presidents and the Superintendents. Where the institutional chief executive officer is involved in a reportable consensual relationship, that person will report the matter to the Executive Director, who will then take such actions as may be required or permitted under the policy. If an Executive Director is involved in a reportable consensual relationship, that person will make the required disclosure to the President of the Board, who will then take such actions as may be required or permitted under the policy. An institutional chief executive officer may delegate to a subordinate the responsibility to conduct such preliminary investigations and inquiries and to assemble such documentation as may be required to carry out the requirements of this policy, but the institutional chief executive officer may not delegate the authority to make decisions assigned to such officers under the policy.

6. **Faculty**: All persons charged with academic instruction, research or service, including all ranks recognized as faculty, teaching assistants, academic advisors, coaches, outreach consultants and others who have a role in educating, supervising, coaching or advising students as part of the academic courses or programs of the Board and its various institutions, whether or not these involve credit-bearing coursework. Where the different rules apply in the university or special schools setting, the policy employs the phrases, “university faculty members” or “special school faculty members,” as appropriate. Employees who, as part of their assigned duties, provide confidential advice, counseling or treatment to students, and residential staff, who as part of their assigned duties, direct or counsel residential students, will be subject to the same duties and restrictions that govern faculty members.

7. **Student**: All persons enrolled full-time or part-time in any academic course or program of Board and its various institutions, whether or not these involve credit-bearing coursework, as well as children served by the outreach programs of the special schools.

8. **Consensual Relationship**: A current sexual relationship willingly undertaken and sustained by the persons involved, but not to the relationship between persons who are married to one another. Note: Board Policies No. 1:17, 1:18 and 4:22, addressing sexual harassment, discrimination and nepotism, may govern conduct or circumstances not addressed by this policy, including, specifically, supervision of spouses.

9. **Academic Supervision**: All relationships in which university faculty members exercise supervisory power over students. “Academic supervision,” including teaching, formal mentoring, supervision of research, and employment of a student as a research or teaching assistant; and exercising substantial responsibility for grades, honors, or degrees; and considering disciplinary action involving the student.
C. POLICY

1. Policy Regarding Employee-Employee Consensual Relationships

   1.1. Except as provided in Section 1.3 of this policy, no supervisor may engage in a consensual relationship with any supervised employee, except as provided in Section 1.4 of this policy.

   1.2. In the event that an individual is offered a position that will require supervision of a person with whom the supervisor has a consensual relationship, the prospective supervisor must disclose the relationship to the institutional chief executive officer. Employees who apply for supervisory positions must disclose at the time that they submit their applications any current consensual relationships with persons who would be under their supervision if the employees were to be selected for the post.

   1.3. Where a prospective supervisor reports a consensual relationship, the institutional chief executive officer will withdraw the offer of the supervisory position, unless the consensual relationship substantially predates the supervisory relationship, or unless the prospective supervisor terminates the relationship prior to assuming supervisory duties.

   1.4. If a prospective supervisor reports a consensual relationship that substantially predates the supervisory relationship, the institutional chief executive officer may authorize an exception to this policy. In such cases, supervisory duties will be reassigned in accordance with the nepotism policy stated in Board Policy No. 4:22.

   1.4.1. The institutional chief executive officer will notify the Executive Director each time that authorization to continue a consensual relationship is granted under this section.

   1.5. Engaging in a consensual relationship prohibited under this policy, failure to make disclosures when required by this policy, or failure to abide by assurances given to the institutional chief executive, will result in termination of employment.

   1.6. Employees should be aware that entering into such a relationship with a supervisor creates the potential for risk to both persons. In particular, such a relationship will limit that supervisor's ability to direct work or promote that employee's career.

2. Policy Regarding Faculty-Student Consensual Relationships

   2.1. No faculty member or employee at the special schools may enter into a consensual, romantic or dating relationship with a student enrolled at the special school or receiving services from the special school.

   2.2. University faculty members may not have consensual relationships with any students under their academic or athletic supervision.

   2.3. Students and university faculty members alike should be aware that entering into a consensual relationship will limit the university faculty members’ ability to teach and mentor, direct work, employ, and promote the career of students involved with them in a consensual relationship.

   2.4. If a student with whom a university faculty member has a consensual relationship attempts to enroll in a class that the university faculty member is scheduled to deliver,
or otherwise to come under any form of academic supervision by the university faculty member, the university faculty member will disclose the consensual relationship to the institutional chief executive officer. The institutional chief executive officer may reassign the university faculty member’s supervisory responsibilities if that can be done without compromising the integrity of the academic program. Otherwise, the university faculty member must terminate the consensual relationship or the employment of the university faculty member must be terminated.

2.5. Engaging in a consensual relationship prohibited under this policy or, for faculty or other employees of the special schools, engaging in a romantic or dating relationship with a student, failure to make disclosures when required by this policy, or failure to abide by assurances given to the institutional chief executive, will result in termination of employment.

3. Enforcement

3.1. Alleged violations of this policy will be subject to the investigation and discipline.

3.1.1. Investigations conducted by the institutional chief executive officer for purposes of determining what action may be taken in response to a report required under this policy are not disciplinary investigations.

3.1.2. Persons who are asked to cooperate with institutional chief executive officers are subject to the obligations and entitled to the protections extended those who cooperate with investigations into alleged violations of this policy.

3.2. Allegations that the policy has been violated may be filed with the institutional chief executive officer or with the institutional Title IX/EEO coordinator.

3.3. The Title IX/EEO coordinator, or such other individual designated by the institution, will investigate the circumstances to determine whether it appears it is more likely true than not true that an employee or faculty member engaged in conduct prohibited by this policy or failed to provide notice of a relationship when required to do so under this policy.

3.4. The person conducting the investigation will submit the report to the institutional chief executive officer.

3.5. The institutional chief executive officer, or that person’s designee, may attempt to arrange an informal resolution to secure compliance with the policy, or, at that person’s sole discretion, will initiate disciplinary proceedings against the persons involved in the consensual relationship.

3.6. Any disciplinary proceedings will be initiated using such procedures as are established elsewhere in Board policy or where relevant to employees under any collective bargaining agreement in force at the time of the discipline, depending upon the employment or student status of the affected individual.

3.7. Persons who report violations of this policy or who provide evidence to investigators or at hearings involving such alleged violations will not be subject to harassment, interference, intimidation or retaliation.
3.8. All students and employees whose assistance is needed in the investigation of a complaint or in the course of disciplinary action will be required to cooperate with the Title IX/EEO coordinator and other parties who are duly authorized to investigate or to discipline. Persons who are accused of having violated this policy will be entitled to such cooperation when necessary to obtain witnesses in any formal disciplinary proceedings that may be initiated. Where necessary, adjustments will be made to work schedules, classroom schedules and other academic or employment obligations.

3.9. Reasonable effort will be made to maintain the confidentiality of the persons who assist the investigation of alleged violations of this policy. Nevertheless, such individuals must understand that it may become necessary to disclose their identities, either directly or indirectly, in the course of investigation. Where formal disciplinary proceedings are instituted, the party alleged to have violated the policy will be given the names of any witnesses whose testimony will be used to support the alleged violation, together with the substance of the statements made by the witnesses.

3.10. Initiation of an investigation or discipline under this policy will not preclude, delay or preempt an investigatory or disciplinary proceeding under any other Board policy, collective bargaining agreement or Civil Service Act regulation.

3.11. Investigation or disciplines initiated under this policy may be combined with related investigations or disciplinary actions initiated under other policies, agreements or rules, but, where such matters have been combined, questions of proof must be resolved separately.

**FORMS / APPENDICES:**

None

**SOURCE:**

BOR May 2002; BOR December 2009.
**SOUTH DAKOTA BOARD OF REGENTS**

**Academic and Student Affairs**

**AGENDA ITEM: 5 – D (2)**

**DATE: December 4-6, 2018**

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**SUBJECT**

BOR Policy 2:5 – Transfer of Credit Revisions (First Reading)

**CONTROLLING STATUTE, RULE, OR POLICY**

BOR Policy 2:5 – Transfer of Credit

**BACKGROUND / DISCUSSION**

The Board of Regents adopted revisions to BOR Policy 2.5 Transfer of Credit in October 2016 which included new language in section 1.3.2 that provided an alternative approach to transfer credit hour thresholds. Previously the policy restriction specified that transfer credit from a two-year technical or community college may not exceed one-half of the hours required for completion of the baccalaureate degree at the accepting institution. The additional language referenced below was approved by the Board at their June 2016 meeting to expand the credit threshold language.

*The System Vice President for Academic Affairs may approve program specific waivers of up to seventy-five (75) total transfer credit hours at the accepting institution; Board of Regents approval is required for program specific waivers of seventy-six (76) total transfer credit hours up to a maximum of ninety (90) total transfer credit hours at the accepting institution.*

**IMPACT AND RECOMMENDATION**

When the new policy language was adopted by the Board in June 2016 there was no expectation that a similar structure would exist in the future for accelerated graduate level coursework. This past year SDSU and USD have been working to develop a 3+2 agreement that would allow USD’s Health Science major students to complete three years at USD, and then transfer to SDSU and complete the graduate degree in their CAATE accredited 3+2 Athletic Training program. Since the Athletic Training program is now offered at the graduate level, SDSU would need to have an agreement that allows 25 graduate credits (600 level) to be transferred back to USD’s program to allow the students to complete their BS in Health Sciences from USD. Current BOR policy will only allow up to 12 graduate credits to be completed to meet the undergraduate bachelors.

(Continued)

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**DRAFT MOTION 20181204_5-D(2):**

I move to approve the first reading of the proposed revisions to BOR Policy 2.5 as presented.
To address this issue, new language has been integrated into section 1.3.3 of BOR Policy 2.5 and allow for a graduate program waiver to be approved by the Board. The Academic Affairs Council (AAC) reviewed and supported this new policy language during their August 2018 meeting.

During the August retreat, the council also discussed issues that have surfaced regarding the current approach for evaluating and transcripting coursework originating from Technical Institutes outside of South Dakota. Currently section 3.4.2 provides the current direction for the transfer of credit from “Other Technical Institutes,” and only allows for transfer of course credit hours if included in a program-to-program articulation agreement. In that situation, the coursework may also only come in through a block of credit. Under this model students completing coursework that may align with our existing courses and validated through the traditional course equivalency review are not allowed to have the equivalency granted without an articulation agreement.

Personnel from the Higher Learning Commission articulated that the expectation was for institutions to follow their established transfer policies, and to be able to prove that the courses are equivalent to and meet college equivalent standards. The Commission does not evaluate the specifics of what can and cannot transfer. This allows for flexibility in the policy as long as an institution can demonstrate that courses are equivalent and meet the same level of learning expectations. During the discussion, language in policy at Colorado State University was reviewed for possible insertion into section 3.4.2 to state:

Courses of a vocational/technical nature are generally not transferable. However, if such work is judged to be pertinent to the needs of a particular curriculum or program, credit will be granted upon the recommendation of the department offering the course.

AAC discussed the implications for taking an alternative approach to this long-standing policy direction during their October 2018 meeting and were supportive of the policy revisions.

**ATTACHMENTS**
Attachment I – Proposed revisions to BOR Policy 2:5 Transfer of Credit
A. PURPOSE

To establish the framework for the consistent transfer of credit among Regental institutions, and by students earning credit external to the six institutions managed by the South Dakota Board of Regents. Additionally, guidance is provided for the accepting credit through approved validation methods.

B. DEFINITIONS

1. Accredited Institution: An institution holding accreditation from one of the following regional accrediting bodies, unless otherwise specified: Middle States Commission on Higher Education, New England Association of Schools and Colleges, Higher Learning Commission, Northwest Accreditation Commission, Southern Association of Colleges and Schools, Western Association of Schools and Colleges.

2. Technical or General Education Academic Course: A course that is equivalent to a Regental general education requirement at the 100 or 200 level.

3. Course Evaluation: An Assessment completed by the appropriate institutional official at the time of admission to compare descriptions, content, and level of course completed from an accredited or non-accredited institution.

4. CR Grade: A grade used for a block of course credit hours.

5. External Block Transfer: Granting of credit to meet the General Education requirements outlined in BOR Policy 2:7 and 2:26 for students from approved institutions that enter with an earned Associates Degree (AA and AS) or Bachelor’s Degree (BA and BS).

6. Regental–Internal Transfer of General Education: Process where an undergraduate course is used on a converted credit basis to meet graduate plan of study requirements at Regental universities or when graduate credit is used on a converted or actual credit basis to meet undergraduate degree requirements for a Regental accelerated program (refer to BOR Policy 2:8.).

7. Repeated Course: A course that an institution has determined to be repeated for credit from a receiving institution. All repeated course attempts will be entered on the transcript, but credit will not be given for the duplication of courses as only the last earned grade will be used in the calculation of the student’s grade point average.

8. Technical Course: A non-academic course that meets the technical program requirements for a diploma, certificate, or Associate of Applied Science degree.
C. POLICY

1. Transfer of Courses to Meet Degree Requirements

1.1. Academic courses will be transferred as meeting graduation requirements if the courses parallel the scope and depth requirements for the degree or if the courses meet electives required for the degree. Credit will not be given for duplication of courses.

1.2. Undergraduate courses considered for transfer are subject to all BOR policies and any conditions for validation that may be prescribed by the accepting institution. When a university evaluates and accepts the transfer of undergraduate credit under the provisions of this policy, these courses will be recorded and equivalencies granted using the following guidelines:

1.2.1. If there are specific undergraduate courses at the university evaluating the credit, these specific courses should be used when granting equivalencies.

1.2.2. If the academic discipline is available at the university evaluating the credit, but there is no discipline equivalent course, use the discipline prefix and the appropriate course level (100 for Freshman level, 200 for Sophomore level, 300 for Junior level, and 400 for Senior level).

1.2.3. If the academic discipline is not available at the university evaluating the credit, use the ELEC prefix and the appropriate course level (100 for Freshman level, 200 for Sophomore level, 300 for Junior level, and 400 for Senior level).

1.3. Total Transfer of Credit Limit

1.3.1. Total transfer credit for work at a two-year technical or community college may not exceed one-half of the hours required for completion of the baccalaureate degree at the accepting institution unless an approved program-specific waiver exists.

1.3.2. The System Vice President for Academic Affairs may approve program-specific waivers of up to seventy-five (75) total transfer credit hours at the accepting institution. Board of Regents approval is required:

1.3.3.1. For baccalaureate program-specific waivers of seventy-six (76) total transfer credit hours up to a maximum of ninety (90) total transfer credit hours at the accepting institution.

1.3.3.2. For graduate accelerated program-specific waivers of thirteen (13) total transfer credit hours up to a maximum of twenty-five (25) total transfer credit hours at the accepting institution.

1.3.4. Students who have completed more than the acceptable semester hours of junior, community or technical college work may apply completed, transferable courses to specific course requirements and thereby may not be required to repeat the courses. The semester hours of credit for those additional courses may not be applied toward the minimum credit hours required for the degree.
1.4. Student Appeals for Transfer of Credit Decisions

1.4.1. Each institution will develop and maintain a procedure for the appeal of transfer credit decisions.

2. Transfer of General Education Coursework

2.1. Internal Transfer of General Education Coursework

2.1.1. A student who has completed the general education requirements outlined in Policy 2:7 and 2:26 at the sending Regental institution will have completed the equivalent degree level requirements at the receiving institution regardless of the course distributions or approved course lists. In any subsequent evaluation of any transfer or non-course work, equivalencies for system common courses and system general education courses will not be changed.

2.1.2. A student who has not completed all general education requirements at the sending institution will be required to complete additional coursework consistent with the course requirements at the receiving South Dakota Regental institution.

2.2. External Block Transfer of General Education Coursework

2.2.1. A student who has completed General Education requirements that are consistent with the six (6) goals and credit hour requirements outlined in Policy 2:7 and 2:26 will enter the Regental system having fulfilled the General Education program requirements. Students will be expected to meet all degree program requirements including course prerequisites.

2.2.2. When considering whether undergraduate transfer of academic courses received from non-Regental accredited institutions shall qualify to meet the System General Education credit hour requirements outlined in Policy 2:7 and 2:26, a Regental institution shall:

2.2.2.1. Evaluate the general education goals and student learning outcomes rather than specific course equivalencies;

2.2.2.2. Ensure that a minimum of three (3) credit hours of coursework is required for each of the six general education goals and that a total of at least twenty-four (24) credit hours of general education coursework are required by the sending institution for associate degree students and thirty (30) for bachelor’s degree students.

2.2.2.3. Request a general education transfer agreement be approved for students entering from the institution.

2.2.3. When it is determined that the goals and credit hour requirements from a non-Regental accredited institution do not align with Policy 2:7 and 2:26, a Regental institution may request a partial general education transfer agreement be approved where goal consistency does exist.
3. **Transfer of Credit from Accredited United States Colleges, Universities & Technical Institutes**

3.1. **General Requirements**

3.1.1. All grades transferred will be calculated into grade point averages according to the Regental grade scheme, and recorded on the student’s academic transcript.

3.1.2. Transfer grades not existing in the Regental grading scheme will be equated to the Regental grading system. (Refer to BOR 2:10, Use of Grade Point Averages).

3.1.3. The university-specific degree or plan of study requirements determine if the courses transferred are applicable to the student’s degree program at that university and if they meet the minimum grade criteria.

3.1.4. Except for the conditions outlined for graduate transfer, during any subsequent evaluation, equivalencies for system common courses and system general education courses will not be changed. Equivalencies for unique courses may be changed, re-evaluated, or inactivated. In subsequent evaluations, grades previously recorded cannot be changed.

3.2. **Undergraduate Transfer**

3.2.1. All undergraduate transfer courses and all transfer grades (whether the grades are passing or not passing) must be recorded and an equivalency specified by the Regental university.

3.2.2. Courses of a vocational/technical nature are generally not transferable. However, if such work is judged to be pertinent to the needs of a particular curriculum or program, credit will be granted upon the recommendation of the department offering the course.

3.2.3. Remedial courses (as identified on the sending institution’s transcript) received in transfer are recorded, transcribed, and assigned an equivalency at the receiving university but do not calculate into grade point averages.

3.2.4. Orientation, Life Experience, an approved high school equivalency examination, and high school level courses are not recorded in Colleague as transfer credit nor are they granted equivalent credit.

3.2.5. High school courses for which students received college credit will not be entered as transfer credit, or given equivalent credit, unless one of the following conditions are met:

   3.2.5.1. Validated by an Advanced Placement or CLEP score that meets Board of Regents guidelines for acceptance of credit;

   3.2.5.2. The college credit is granted by a university with which the Board has a dual credit agreement; or
3.2.3.3. The college credit is granted by an institution meeting the accreditation standards of the National Alliance of Concurrent Enrollment Partnerships (NACEP).

3.3. **Technical Course Transfer from Colleges and Universities**

3.3.1. University discretion is permitted in acceptance of courses. Courses considered for transfer are subject to all BOR policies and any conditions for validation that may be prescribed by the accepting institution.

3.3.2. When the courses are accepted for transfer, equivalent courses are recorded on the transcript but the grade earned at the technical institute is not recorded or calculated into the grade point averages.

3.4. **Course Transfer from Technical Institutes**

3.4.1. **South Dakota Technical Institutes**

3.4.1.1. Transfer of academic courses from South Dakota postsecondary technical institutes is governed by BOR policies 2:25, 2:26, 2:27, and 2:31.

3.4.1.2. Transfer of technical course credit hours from South Dakota postsecondary technical institutes occurs as part of a program to program articulation agreement or specific program approved by the Board of Regents and South Dakota Board of Education Standards, unless an institution determines a course equivalency consistent with the process outlined in this policy.

3.4.1.3. The transfer of technical course credit hours occurs as a block of credit hours upon completion of requirements for the university articulated program for which a CR grade will be assigned.

3.4.1.4. Academic courses taken under articulation agreements in effect between July 1, 1999 and June 30, 2005 will be transferred according to those agreements.

3.4.2. **Other Technical Institutes**

3.4.2.1. University discretion is permitted in acceptance of academic courses. Academic courses considered for transfer are subject to all BOR policies and any conditions for validation that may be prescribed by the accepting institution.

3.4.2.2. Transfer of technical course credit hours from non-South Dakota postsecondary technical institutes occurs as part of a program to program articulation agreement or specific program approved by the Board of Regents.

3.4.2.3. The transfer of technical course credit hours occurs as a block of credit hours upon completion of requirements for the university articulated program.

3.4.2.4. When the academic courses are accepted for transfer, equivalent courses are recorded on the transcript.
4. Graduate Transfer Courses Received from Accredited United States Colleges and Universities

4.1. All graduate transfer courses and transfer grades judged to be acceptable by the evaluating university, are recorded and evaluated by the Regental university, calculated into grade point averages according to the Regental grade scheme, and recorded on the student’s academic transcript.

4.2. If transfer credits are judged acceptable; these courses will be recorded, and equivalencies granted, using the following guidelines:

4.2.1. If there are specific equivalent graduate courses at the university evaluating the credit, these specific courses should be used when granting equivalencies.

4.2.2. If there are no equivalent graduate courses at the university evaluating the credit, these courses will be recorded, and equivalencies granted, using the following guidelines:

4.2.2.1. If the academic discipline is available at the university evaluating the credit, but there is no discipline equivalent course, use the discipline prefix and the appropriate course level (500/600 for master’s programs and 700/800 for doctoral programs).

4.2.2.2. If the academic discipline is not available at the university evaluating the credit, use the ELEC prefix and the appropriate course level (500/600 for master’s programs and 700/800 for doctoral programs).

4.3. Transfer grades not existing in the Regental grading scheme will be equated to the Regental grading system.

4.4. In subsequent evaluation, all equivalencies may be re-evaluated, inactivated, or changed. Additional equivalencies may be added and evaluated. In subsequent evaluations, grades previously recorded cannot be changed.

4.5. The university-specific plan of study requirements determines if the courses transferred are applicable to the student’s degree program at that university and if they meet the minimum grade criteria.

5. Credits Received from United States Colleges or Universities Located Outside the United States or Not Accredited

5.1. General Requirements

5.1.1. University discretion is permitted in acceptance of courses. Courses considered for transfer are subject to all BOR policies and any conditions for validation that may be prescribed by the accepting institution.

5.1.2. In any subsequent evaluation, equivalencies for system common courses and system general education courses will not be changed. Equivalencies for unique courses may be changed, re-evaluated, or inactivated. Additional equivalencies may be added and evaluated.
5.1.3. The university-specific degree requirements determine if the courses transferred are applicable to the student’s degree program at that university and if they meet the minimum grade criteria.

5.1.4. When the courses are accepted for transfer, equivalent courses are recorded on the transcript but the grade earned at the institution is not recorded or calculated into the grade point averages using the following guidelines:

5.1.4.1. If there are specific equivalent courses at the university evaluating the credit, these specific courses should be used when granting equivalencies.

5.1.4.2. If there are no equivalent courses at the university evaluating the credit, these courses will be recorded, and equivalencies granted, using the following guidelines:

5.1.4.2.1. If the academic discipline is available at the university evaluating the credit, but there is no discipline equivalent course, use the discipline prefix and the appropriate course level (500/600 for master’s programs and 700/800 for doctoral programs).

5.1.4.2.2. If the academic discipline is not available at the university evaluating the credit, use the ELEC prefix and the appropriate course level (500/600 for master’s programs and 700/800 for doctoral programs).

5.2. Postsecondary Institutions Outside the United States

5.2.1. At the discretion of the institution’s chief academic officer, grades may be recorded and used to determine the transfer and cumulative GPAs.

5.3. Technical Institute

5.3.1. Courses submitted in transfer from postsecondary technical institutes that are not accredited will not be accepted.

6. Credit Received Through Validation Methods & Prior Learning Assessment

6.1. Credit earned through validation methods other than nationally recognized examinations is limited to a maximum of thirty (30) hours of credit for baccalaureate degrees and fifteen (15) hours of credit for associate degrees. Credits may be earned through established procedures for prior learning assessment, including but not limited to assessment of military training and education. Each campus may determine appropriate course equivalencies as warranted and consult equivalencies established by the American Council on Education (ACE) when making final decisions.

6.1.1. Validation of military credit is limited to an additional thirty (30) hours of credit for baccalaureate degrees and an additional fifteen (15) hours of credit for associate degrees.

6.1.2. University discretion is permitted in acceptance of validated military credit for graduate programs, limited to a maximum of twelve (12) credit hours.

6.2. Credit for college level courses granted through nationally recognized examinations such as CLEP, AP, DSST, etc., will be evaluated and accepted for transfer if
equivalent to Regental courses and the scores are consistent with Regental policies. Such credits are only valid if transcripted by a university within five years of the student taking the examination. Regental institutions shall honor credits from nationally recognized examinations transcripted to meet degree requirements at a non-Regental institution.

6.2.1. If credit received through validation is applied as elective credit, it may only be applied at the 100 or 200 level.

6.2.2. Credit received through validation may apply to System General Education Requirements.

6.3. When validation credits are accepted, equivalent courses are recorded on the transcript but are not calculated into the grade point averages.

6.4. In any subsequent evaluation, equivalencies for system common courses and system general education courses will not be changed. Equivalencies for unique courses may be changed, re-evaluated, or inactivated. Additional equivalencies may be added and evaluated.

6.5. The university-specific degree requirements determine if the validation credits accepted also are applicable to the student’s degree program at that university.

FORMS / APPENDICES:
None

SOURCE:
SUBJECT

CONTROLLING STATUTE, RULE, OR POLICY
U.S. Constitution Amendment I
SD Constitution Art. VI § 5 – Freedom of speech
SDCL § 3-6C-19 – Freedom of Speech of Officers and Employees
BOR Policy 3:3 – Freedom of Speech
BOR Policy 3:4 – Student Code of Conduct
BOR Policy 6:13 – Facilities Use By Private Parties

BACKGROUND / DISCUSSION
During the June 2018 Board meeting, a Free Speech Roundtable was scheduled with a number of invitees who provided both written and oral comments on a variety of system and institutional policies affecting free speech. Board of Regents staff worked with institutional representatives to make necessary revisions to BOR policies to address issues/concerns that were raised by various constituent groups and brought the first reading of the proposed policy changes to the Board at its October 2018 meeting.

Public comments on the proposed policy changes were once again solicited. Attachment VIII contains the comments submitted to the Board Office since the October meeting, which totaled 7 responses from a mix of internal and external constituencies. The commentary speaks for itself, but it represents a mix of viewpoints with differing perspectives on the various issues.

The attached policies have been reformatted to the new policy template; however, in an attempt to avoid unnecessary confusion, only the substantive policy revisions are tracked and not the re-numbering/formatting changes.

(Continued)

DRAFT MOTION 20181204_5-E(1):
I move to approve the second and final reading of the proposed revisions to BOR Policies 1:17, 3:3, 3:4, 3:18, 4:21, 6:13, and 7:1.
IMPACT AND RECOMMENDATIONS
Changes have been made to seven BOR policies to provide greater clarity for institutional leadership as they manage freedom of speech issues on their campuses. The proposed changes have been made following engagement with Board leadership, campus general counsels, presidential feedback and comments from students, faculty and external constituencies.

Staff recommends approval, subject to any additional clarifications or changes deemed appropriate by the Board.

ATTACHMENTS
Attachment I – BOR Policy 1:17 Harassment Including Sexual Harassment
Attachment II – BOR Policy 3:3 Freedom of Speech
Attachment III – BOR Policy 3:4 Student Code of Conduct
Attachment IV – BOR Policy 3:18 Recognition and Funding of Student Organizations
Attachment V – BOR Policy 4:21 Political Activity
Attachment VI – BOR Policy 6:13 Facilities Use by Private Parties
Attachment VII – BOR Policy 7:1 Acceptable Use of ITS
Attachment VIII – Public Comments to Proposed Policy Changes
SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Harassment including Sexual Harassment

NUMBER: 1-17

A. PURPOSE

To establish policy prohibiting harassment, including sexual harassment, and to provide the framework for investigation(s) and reporting in the event of allegation(s) and/or violation(s) thereof.

B. DEFINITIONS

None

C. POLICY

1. Educational institutions play a special role in preparing students to lead the complex social organizations through which businesses and professions operate and through which free people govern themselves. Students must be taught, and they must be shown through the example given by institutional employees, that stable, effective and prosperous social organizations observe norms of conduct under which all participants are expected to treat one another civilly and to carry out their respective tasks in a constructive and informed manner. Complex social organizations derive their strength from the cooperation of those who participate in them. By virtue of their special role in preparing future generations of leaders, educational institutions have a particular concern with conduct that subjects members of the institutional community to harassment, as herein defined, on the basis of sex, race, color, creed, religion, national origin, ancestry, citizenship, gender, gender identity, transgender, sexual orientation, age, disability, genetic information or veteran status, on any other status that may become protected under law against discrimination or on any other grounds. Such conduct destroys the bonds of cooperation and common purpose on which society rests by demeaning some members of the community, and, it cannot be tolerated in an institution whose very purpose is to shape the skills and conscience of the rising generations. For this reason, the Board strictly proscribes harassing conduct, and those members of the institutional community who have indulged in it shall be subject to discipline pursuant to Board Policy 1:18 or BOR Policy 3:4.

2. Harassment on any grounds, directed against individuals, is proscribed.

2.1. Sexual harassment in either of its recognized forms is proscribed:

2.1.1. Sexual harassment may be established by showing that an individual has been subjected to unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:
2.1.1. Submission to such conduct is made either explicitly or implicitly a term or a condition of an individual's participation in, or use of, an institutionally sponsored or approved activity, employment or resource; or

2.1.1.2. Submission to or rejection of such conduct by an individual is used as the basis for educational, employment or similar decisions affecting an individual's ability to participate in or use an institutionally sponsored or approved activity, employment or resource.

2.1.2. Sexual harassment may also be established by showing participation in the creation of an intimidating, hostile or demeaning environment established under § 1.2 below.

2.2. Harassment on the basis of sex, race, color, creed, religion, national origin, ancestry, citizenship, gender, gender identity, transgender, sexual orientation, age, disability, genetic information, veteran status or harassment on any other status that may become protected under law against discrimination or on any grounds, directed against individuals, may be established by showing,

2.2.1. Conduct toward another person that has the purpose or the effect of creating is severe or pervasive enough to create an objectively and subjectively intimidating, hostile or demeaning environment that substantially interferes with the individual’s ability to participate in or to realize the intended benefits of an institutional activity, employment or resource.

2.2.1.1. Sexual assault, as described in Board Policy No. 1:17.1, or animus-based assault that would constitute a hate crime under state or federal law, or involving conduct towards any individual otherwise protected from harassment under this policy that would constitute a hate crime if directed towards a person protected under state or federal hate crime law, will satisfy the requirement that the assailant’s conduct creates an objectively and subjectively intimidating, hostile or demeaning environment that substantially interferes with his or her ability to participate in or to realize the intended benefits of an institutional activity, employment or resource.

2.2.1.2. In most other cases, harassment consists of more than casual or isolated incidents.

2.2.1.2.1. Consideration should be given to the context, nature, scope, frequency, duration and location of the incidents, whether they are physically threatening or humiliating as opposed to merely offensive utterances, as well as to the identity, number and relationships of the persons involved.

2.2.1.2.2. Harassment shall be found where, in aggregate, the incidents are sufficiently pervasive or persistent or severe that a reasonable person with the same characteristics of the victim of the harassing conduct would be adversely affected to a degree that interferes with his or her ability to participate in or to realize the intended benefits of an institutional activity, employment or resource.
2.2.1.2.3. The reasonable person standard includes consideration of the perspective of persons of the alleged victim's race, gender or other circumstances that relate to the purpose for which he or she has become the object of allegedly harassing conduct.

2.2.1.2.4. If the victim does not subjectively perceive the environment to be hostile, the conduct has not actually altered the conditions of participation and there will be no violation of this policy.

2.2.1.2.5. It is not necessary to show psychological harm to the victim to establish that the conduct would interfere with the person's ability to participate in or to realize the intended benefits of an institutional activity, employment or resource.

2.2.1.3. Other conduct that is extreme and outrageous exceeding all bounds usually tolerated by polite society and that has the purpose or the substantial likelihood of interfering with another person's ability to participate in or to realize the intended benefits of an institutional activity, employment or resource. RESERVED

2.2.1.4. Reasonable directions and admonitions by duly authorized institutional agents as to time, place and manner in which employees or volunteers perform assigned responsibilities, students carry out educational assignments or program participants engage in sponsored activities do not constitute prima facie evidence of harassment.

3. The chief executive officer of each institution is responsible for the enforcement of this policy and may delegate the necessary authority to the appropriate campus administrator

3.1. Enforcement policies shall provide, at the minimum, for the following:

3.1.1. Posting of notices to alert students, employees and others of the institution's policies concerning harassment, including its assurance that persons who bring complaints of discrimination and persons who participate in the investigation and disposition of such complaints will not be subject to harassment, interference, intimidation, or retaliation;

3.1.2. Posting of notices informing students, employees and others of the steps that they must take in order to communicate complaints or concerns to the institution pursuant to Board policy 1:18, including a clear and accurate identification of the person or persons currently serving as the institution's Title IX/EEO coordinator or deputy coordinators; and

3.1.3. Sponsoring educational programs for members of the campus community to assure that they are informed of their rights and obligations under this policy and to assist them in understanding the various forms that harassment may take, the effects it has on its victims and the ways in which it interferes with the proper operation of social organizations and society at large.

3.2. In addition to the procedures compliant with Board Policy No. 1:18, each institution will establish a procedure to encourage persons who have been subjected to unwelcome conduct of a sexual nature, whether or not rising to a level that constitutes harassment as
defined in this policy, to contact the Title IX/EEO coordinator designated pursuant to Board Policy No 1:18(7).

3.2.1. Upon receipt of such a report, the Title IX/EEO coordinator will meet with the individual to discuss the incident, to reiterate the institution’s commitment to preventing harassment and the protections afforded under Board policy, and to assess whether the conduct that prompted the report might involve prohibited harassment.

3.2.2. If the Title IX/EEO coordinator concludes that the conduct may involve prohibited harassment, the coordinator will initiate proceedings under that chapter.

3.2.3. If the Title IX/EEO coordinator concludes that the conduct, though unwelcome, did not involve prohibited harassment, the coordinator will inform the person of the resources that the institution may be able to provide to assist the person to resolve concerns with the individual whose conduct prompted the report or otherwise to assist the person to become familiar with strategies that may assist in avoiding or responding to such conduct.

3.2.3.1. If the reported conduct, while not yet harassment, was targeted at a specific person or persons, was abusive, and served no bona fide academic purpose, the Title IX/EEO coordinator will contact the individual whose conduct prompted the report to discuss the conduct and its relation to federal and state law and to Board and institutional policies.

3.2.3.1.1. Before initiating the contact, the Title IX/EEO coordinator will inform the person who made the report that the contact will be made and will explain that the institution will stress the prohibition against retaliation and will avoid making an express disclosure of confidential information.

3.2.3.2. If the reported conduct was not targeted at a specific person or persons, the Title IX/EEO coordinator will discuss with the person who made the report, options to contact the individual whose conduct prompted the report, with or without the assistance of person who made the report, to discuss the implications of the conduct. The institutional, where appropriate, Title IX/EEO coordinator will also contact the institutional official responsible for the individual whose conduct prompted the report.

3.2.3.2.1. The Title IX/EEO coordinator will determine whether the circumstances require that the institution contact the individual whose conduct prompted the report or whether other action may be necessary to assure that the individual understands the obligation to avoid harassment and how certain forms of conduct may interfere with the ability of others to participate fully in institutional employments and programs.
FORMS / APPENDICES:
None

SOURCE:
BOR April 1987; BOR January 1995; BOR August 2009; BOR December 2013; BOR December 2018
A. PURPOSE

To express the Board’s commitment to the principles of expression protected by the First Amendment to the U.S. Constitution

B. DEFINITIONS

None

C. POLICY

The Board and its institutions shall ensure the rights have a long history of commitment to the principles of free speech and expression and shall encourage the timely and rational discussion of topics whereby the ethical and intellectual development of the student body and general welfare of the public may be promoted.

Freedom of expression includes the right to discuss and present scholarly opinions and conclusions on all matters both in and outside the classroom without Board or institutional discipline or restraint. This freedom includes the right to speak and write as a member of the institutional communities governed by the Board or as a private citizen on matters of public concern. The Board and its institutions are committed to these principles and provide all members of their community the latitude to explore ideas and to speak, write, listen, challenge, and learn. Except insofar as limitations on that freedom are necessary to the functioning of the institution, the Board fully respects and supports the freedom of all members of the institutions’ community to discuss any problem or issue that presents itself.

The ideas of different members of the institutions’ community will often and quite naturally conflict, and some individual’s ideas will even conflict with the institutions’ values and principles. But it is not the proper role of the Board or the institutions to attempt to shield individuals from viewpoints they find unwelcome, disagreeable, or even deeply offensive. To be clear, the Board greatly values and is responsible for upholding a culture of civility at its institutions. All members of the institutions’ community share in the responsibility for maintaining a climate of mutual respect. Such a climate is essential to First Amendment principles of academic freedom and freedom in learning, as both principles rely on the discursive order and restraint from disruption that civility demands of each of us. Yet, while
the manner in which ideas are conveyed may be uncivil and disrespectful, ideas, themselves, are not. In other words, concerns about civility and mutual respect can never be used as a justification for closing off discussion of ideas, however offensive or disagreeable those ideas may be to some members of our institutions’ community.

The freedom to debate and discuss the merits of competing ideas does not, of course, mean that individuals may say whatever, whenever, and wherever they wish. The institutions may restrict expression that violates the law, that falsely defames a specific individual, that constitutes a genuine threat or harassment, that unjustifiably invades privacy or confidentiality interests, or that is otherwise directly incompatible with the functioning of the institution, including any limited public or nonpublic forum it creates. In addition, the institution may reasonably regulate the time, place, and manner of expression to ensure that it does not disrupt the ordinary activities of the institution. But these are narrow exceptions to the general principle of freedom of expression, and it is vitally important that these exceptions never be used in a manner that is inconsistent with the Board’s commitment to a free and open discussion of ideas.

It is the Board’s fundamental commitment to the principle that viewpoints may not be suppressed because the ideas put forth are thought by some or even by most members of the institutions’ community to be offensive, unwise, immoral, or wrong-headed. Controversial speech and robust debate are expected and valued at the institutions. The right to engage in such expression is one of the rights protected by the United States Constitution. Indeed, encouraging professional diversity in faculty and fostering the ability of members of the institutions’ community to engage in such debate and deliberation in an effective and responsible manner is an essential part of the institutions’ educational missions.

As a corollary to the Board’s commitment to protect free expression, and as suggested by the above discourse on civility, members of the institutions’ community must also act in conformity with the responsibilities of free expression. Although members of the institutions’ community are free to criticize and contest the views expressed on campus, and to criticize and contest speakers who are invited to express their views on campus, they may not obstruct or otherwise interfere with the conduct of the institutions or the freedom of others to express views they reject or even loathe. To this end, the Board and the institutions have a responsibility not only to promote a lively and fearless freedom of debate and deliberation, but also to protect that freedom when others attempt to restrict it.

Accordingly, the Board will adopt and interpret policies consistent with this commitment and institutions will ensure their policies and procedures uphold the commitment contained herein and within the policies adopted by the Board setting forth reasonable time, place, and manner restrictions.

This policy shall not be interpreted in any manner to mandate new funding by institutions to ensure its enforcement.
FORMS / APPENDICES:
None

SOURCE:
(RR, 12:02, 1977); BOR March 1993; BOR December 2018.
SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Student Code of Conduct

NUMBER: 3:4

A. PURPOSE

To establish the expectations of student conduct, the process for determining when there is a violation of the conduct code, and the appeals process available when a violation is found.

B. DEFINITIONS

1. Advisor: A person of the student’s choosing who has agreed to advise a student throughout the student conduct process. The advisor may be a faculty member, staff member, student, attorney, family member, or anyone else. The advisor is limited to advising the student directly, and is not permitted to speak to anyone else, or participate directly, in any hearing. Students should choose an advisor who is available to attend any scheduled meetings or hearings because advisor availability is not considered in scheduling meetings or hearings.

2. Appellate Board: Any person or persons authorized by the institutional president to consider an appeal from the chair’s determination that a respondent has or has not violated the Student Code or from the conduct sanctions imposed by the Student Conduct Officer.


4. Chair: The Student Conduct Officer or the senior student affairs officer who:
   4.1. Is a member of the Student Conduct Panel;
   4.2. Is responsible for the proper operation of the hearing; and
   4.3. Has sole discretion to determine whether a Respondent has violated the Student Code, and if so, to impose appropriate sanctions.

5. Complainant: An individual who was allegedly injured by an alleged violation of the Student Code by a respondent.

6. Day: Monday through Friday, except for holidays and other times when the Institution’s administrative offices are closed.

7. Faculty Member: Any person hired by the institution to conduct classroom or other academic activities.


10. **Institution**: Black Hills State University, Dakota State University, Northern State University, South Dakota School of Mines and Technology, South Dakota State University, and University of South Dakota.

11. **Institutional Official**: Any person employed by the institution, performing assigned administrative or professional responsibilities.

12. **Institutional Premises**: All land, buildings, facilities, and other property in the possession of, or owned, used, or controlled by, the Institution, including adjacent streets and sidewalks.

13. **Member of the Institutional Community**: Any person who is a student, faculty member, institutional official, any person employed by the institution, a volunteer, or guest. A person’s status in a particular situation shall be determined by the senior student affairs officer.

14. **Notice**: Notice required by this Student Code shall be provided in writing via email to the student’s official institutional email account. Notice is deemed received the Day after it is sent by email.

15. **Organization**: Any student group that has been granted institutional registration or recognition.

16. **Policy**: The written regulations of the institution as found in, but not limited to, this Student Code, the Residence Life Handbook, the Graduate and Undergraduate Catalogs, and other official publications.

17. **Reasonable Person**: A reasonable person under similar circumstances and with similar identities as the complainant.

18. **Respondent**: A student or organization that is alleged to have violated the Student Code.

19. **Senior Student Affairs Officer**: That institutional official exercising primary authority over institutional student affairs programs and operations, or designee.

20. **Student**: All persons taking courses from the institution, both full-time and part-time, enrolled in undergraduate, graduate, professional or special topic courses, whether credit-bearing or not.


22. **Student Conduct Panel**: The panel that hears formal hearings.

   22.1. This panel can take the following forms:

   22.1.1. Option 1 – only the Student Conduct Officer;

   22.1.2. Option 2 – the Student Conduct Officer and any institutional employee or employees or independent contractor authorized by the senior student affairs officer to determine whether a student has violated the Student Code and to recommend imposition of conduct sanctions;

   22.2. For matters involving allegations of academic misconduct, the student conduct panel must include at least one faculty member or academic administrator appointed by the Provost in the form described in Option 2 above.
23. **Student Conduct Officer**: Any institutional official authorized by the Senior Student Affairs Officer to:

23.1. Informally resolve an allegation by determining the facts and, if a violation is found, imposing a conduct sanction without the assistance of a Student Conduct Panel;

OR

23.2. Serve as chair of the Student Conduct Panel;
23.3. Receive and consider the findings and recommendations of a Student Conduct Panel; and
23.4. Determine whether a respondent has violated the Student Code, and if so, to impose appropriate sanctions.

C. **POLICY**

1. **Introduction**

The Board of Regents and its institutions are committed to creating and maintaining a productive living-and-learning community that fosters the intellectual, personal, cultural, and ethical development of its students. Self-discipline and respect for the rights and privileges of others are essential to the educational process and to good citizenship.

1.1. **Purpose of the Student Code of Conduct**

The purpose of the Student Code is to educate students about their civic and social responsibilities as members of the institutional community. The primary focus of the student conduct process is on educational and corrective outcomes; however, conduct sanctions such as suspension or expulsion from an Institution may be necessary to uphold community standards and to protect the campus community. Extensive, organized, serious, or repeated violations of this Student Code are taken into account when determining conduct sanctions.

1.2. **Standards of Behavior**

Attendance at an institution is optional and voluntary. When students enroll at an institution, they voluntarily accept obligations of performance and behavior that are consistent with the institution’s lawful mission, processes, and functions. In general, these obligations are considered much higher than the obligations imposed by civil and criminal law for all citizens.

By enrolling at an institution, students voluntarily accept responsibility for compliance with all Board of Regents and Institutional Policies, including but not limited to this Student Code.

1.3. **Authority of an Institution over its Students and Organizations**

1.3.1. Student conduct proceedings may be initiated in response to conduct prohibited by the Student Code:

1.3.1.1. That occurs on institutional premises
1.3.1.2. That occurs at events official sponsored by an institution
1.3.1.3. That arises out of membership in the Institutional community: or
1.3.1.4. That occurs elsewhere and that adversely affects an Institution, any
Organizations, members or the Institutional community, or the pursuit of
their lawful objectives.

1.3.2. Notwithstanding this Student Code, an institution reserves the right to take
necessary and appropriate action to protect the safety and well-being of the
campus community. The institution also reserves the right to extend any
deadline contained in this Student Code for good cause with written notice to
the parties of the delay and the reason for the delay.

1.3.3. For purposes of the Student Code, the default authority over the student for
student conduct purposes will be determined as follows:

1.3.3.1. For alleged misconduct that occurs on institutional premises, the
institution where the alleged misconduct occurred;
1.3.3.2. For alleged misconduct that occurs at events officially sponsored by an
institution, the institution that sponsored the event;
1.3.3.3. For alleged misconduct that occurs elsewhere and that adversely affects
an institution, the institution adversely affected;
1.3.3.4. For alleged instances of Academic Misconduct, the institution that offered
the course.

1.3.4. For instances where multiple Institutions have a reasonable claim to authority
over the student for student conduct purposes, the Senior Student Affairs
Officer at the institutions with a reasonable claim to authority shall determine
the appropriate institution to proceed with the Student conduct process. The
decision should consider the location of the alleged incident, complainant,
respondent, witnesses, and the practicality of conducting the student conduct
process at the different Institutions having a reasonable claim to authority. If
the Senior Student Affairs Officers cannot agree, the System Director of
Student Affairs will make a final decision.

1.3.5. Where students are also employees, they may be subject to concurrent authority.
Student conduct proceedings under this Student Code may be initiated
irrespective of any action taken by an institutional employer. However, when
the student employee has been subject to conduct proceedings as an employee,
the findings that resulted from such proceedings will be considered in the
student conduct process as long as the standard used in such proceedings was
preponderance of the evidence or higher.

1.4. Alcohol Amnesty

This section aims to remove the barriers that may prevent any student from seeking
emergency medical attention by providing an opportunity for the institution to
intervene in a caring and non-punitive manner. The goal is to reduce the potential risk
of alcohol-related injuries or deaths, and increase the likelihood that students will seek medical attention in crisis situations.

1.4.1. A student who seeks emergency medical attention (or who has emergency medical attention sought on his/her behalf) for alcohol-related consumption, will not be sanctioned for violating alcohol consumption prohibitions found in the Student Code related to that incident, as long as the student completes the following requirements:

- Participates in an initial meeting with the Senior Student Affairs Officer; and
- Completes all recommendations from the Senior Student Affairs Officer; and
- Submits proof of completion of all recommendations, within the time frame designated by the Senior Student Affairs Officer at the initial meeting.

1.4.2. A bystander student who has engaged in alcohol consumption and who seeks emergency medical attention for someone else or tries to actively engage in assistance for someone else for that person’s alcohol-related consumption, will not be sanctioned for violating alcohol consumption prohibitions found in the Student Code related to his/her own consumption but will be invited to meet with the Senior Student Affairs Officer.

1.4.3. The institution will not pursue any disciplinary action related to any alcohol or drug consumption against any student who has been sexually assaulted or sexually harassed, for his/her use of alcohol or drugs at the time of the sexual assault or sexual harassment.

1.4.4. Subsections C.1.4.1 and C.1.4.2 of this section will only apply to a student who seeks emergency medical attention before police or institutional employees or agents take any official action or intervention related to the alcohol consumption.

1.4.5. Alcohol amnesty does not preclude disciplinary action regarding other violations of the Student Code.

1.4.6. Alcohol amnesty only applies to the institution’s student conduct process. It does not apply to any criminal, civil or other legal consequence for violations under federal, state or local law.

1.4.7. Alcohol amnesty is not designed to protect or shield those students who repeatedly violate the Student Code. The Senior Student Affairs Officer may assess each situation on a case-by-case basis, denying the safeguards of alcohol amnesty if serious or repeated incidents prompt a higher degree of concern or response, which may include disciplinary action under this Student Code.

1.5. Relationship Between the Student Conduct Process and the Criminal Law Process

1.5.1. The student conduct process is independent of any criminal or civil process. Therefore, a student alleged to have engaged in conduct that would be a violation of this Student Code (whether such conduct could also be a violation
of criminal or civil law) may face student disciplinary action regardless of any criminal or civil process or their outcomes.

1.5.2. When the alleged misconduct includes allegations of Human Rights Violations, the disciplinary process will not be delayed except when law enforcement requests a delay to conduct the fact-finding portion of its investigation.

1.5.3. Determinations made or conduct sanctions imposed under this Student Code shall not be subject to change because criminal charges arising out of the same facts giving rise to violation of this Student Code were dismissed, reduced, or resolved in favor of, or against, the criminal law defendant.

1.5.4. When a student is charged by federal, state, or local authorities with a violation of law, the Institution will not request or agree to special consideration for that student because of his or her status as a student.

1.5.5. If the alleged violation of law also gives rise to student disciplinary action under this Student Code, the institution may advise off-campus authorities of the existence of the Student Code and of how such matters are typically handled under the Student Code.

1.5.6. The institution will attempt to cooperate with law enforcement and other agencies in the enforcement of criminal law and in the conditions imposed by criminal courts for the rehabilitation of Student violators provided that the conditions do not conflict with any conduct sanctions imposed as a result of the student conduct process, this Student Code, or Institutional Policies.

1.5.7. Where the student has been found guilty in a court of law or has declined to contest such charges, although not actually admitting guilt (e.g., “no contest” or “nolo contendere”), the alleged facts that formed the basis of the criminal charges shall be deemed established for purposes of any student conduct process.

1.5.8. Individual students and other members of the institutional community, acting in their personal capacities, remain free to interact with governmental representatives as they deem appropriate.

1.5.9. When an employee of the institution knows that a felony was committed and that knowledge is not privileged, such employee shall report the known facts and circumstances to law enforcement officials who have jurisdiction over the matter.

1.6. Interpretation and Revision

1.6.1. No provision of this Student Code shall be interpreted to deprive students of rights guaranteed them under state or federal law.

1.6.2. Institutions must ensure that institutional interests do not interfere with the impartiality of the student conduct process.

1.6.3. Any question of interpretation regarding the Student Code shall be referred to the Senior Student Affairs Officer for final determination.
1.6.4. The Student Code should be reviewed periodically under the direction of the Senior Student Affairs Officers.

1.6.4.1. If the review leads to a recommendation that Board Policy be modified, that recommendation and its supporting rationale shall be provided to the institutional presidents and, if approved, forwarded to the Executive Director.

1.7. Institutions may choose to adopt institutional policies that are consistent with this Student Code.

2. Prohibited Conduct

The following list describes actions that detract from the effectiveness of an institution’s productive living-and-learning community. Any student found to have engaged, attempted to engage, or allowed or assisted another in engaging, in the following prohibited conduct is subject to the student conduct process and conduct sanctions outlined in this Student Code. In instances where prohibited conduct contained in this policy is defined differently in another Board Policy or Institutional Policy, the definition contained in this policy shall be used to address prohibited conduct by a student.

2.1. Acts of Academic Misconduct or Dishonesty

Honesty and integrity are core values at all institutions. Faculty members and students are jointly responsible for maintaining academic standards and integrity in institutional courses. In addition to any conduct sanctions imposed under this Student Code, academic consequences for academic misconduct may be imposed by the faculty member, including issuing a failing grade in the course. Any grade issued by the faculty member, whether as a result of academic misconduct or not, constitutes an academic evaluation and is not a conduct sanction imposed under this Student Code. All faculty members should report incidents of Academic Misconduct to the Student Conduct Officer.

2.1.1. Engaging in acts of Academic Misconduct, which means Cheating or Plagiarism.

2.1.1.1. Cheating includes, but is not limited to, the following:

- Using any unauthorized assistance in, or having unauthorized materials while, taking quizzes, tests, examinations or other assignments, including copying from another’s quiz, test, examination, or other assignment or allowing another to copy from one’s own quiz, test, examination, or other assignment;

- Using sources beyond those authorized by the instructor in writing papers, preparing reports, solving problems, or carrying out other assignments;

- Acquiring, without permission, tests or other academic material belonging to the instructor or another member of the institutional faculty or staff;
• Engaging in any behavior prohibited by the instructor in the course syllabus or in class discussion;
• Falsifying or misrepresenting data or results from a laboratory or experiment; or
• Engaging in other behavior that a reasonable person would consider to be cheating.

2.1.1.2. Plagiarism includes, but is not limited to, the following:
• Using, by paraphrase or direct quotation, the published or unpublished work of another person without full and clear acknowledgment;
• Using materials prepared by another person or agency engaged in the selling of term papers or other academic materials without prior authorization by the instructor; or
• Engaging in other behavior that a reasonable person would consider plagiarism.

2.1.2. Engaging in other conduct that a reasonable person would consider dishonesty relating to academic achievement, research results or academically related public service.

2.1.3. Furnishing false information or false representations to any institutional official, instructor, or office. Submission of false information or withholding information at the time of admission or readmission may make an individual ineligible for admission to, or continuation at, an Institution.

2.1.4. Forging, fabricating, altering, misrepresenting, or misusing any document, record, or identification, including misrepresentations of degrees awarded or honors received.

2.1.5. Tampering with the election of any organization.

2.1.6. Claiming to represent, or act on behalf of, the institution when not authorized to do so.

2.2. Disruption, Obstruction, or Interference with Institutional Activities

2.2.1. Disrupting or obstructing institutional activities.

2.2.2. Classroom disruption, which is behavior that a reasonable person would view as significantly or repeatedly interfering with the instructor’s ability to teach the class or the ability of other students to benefit from the instructional program.

2.2.3. Failure to comply with directions of institutional, law enforcement, fire department, public safety contractors, or other government officials acting in performance of their duties and/or failure to identify oneself to these persons when requested to do so.

2.2.4. Obstruction of the free flow of pedestrian or vehicular traffic.

2.2.5. Abuse of the student conduct process, which includes, but is not limited to, any of the following:
• Falsifying, distorting, or misrepresenting information provided;
• Making false allegations;
• Attempting to discourage an individual’s proper participation in, or use of, the Student conduct process;
• Harassment (verbal or physical) or intimidation of any person participating in the Student conduct process;
• Failure to comply with any conduct sanctions imposed pursuant to this Student Code.

2.3. Misuse of Institutional Resources or Property, or Personal Property of Others

2.3.1. Tampering with fire and life safety equipment including, without limitation, fire alarms, sprinkler systems, first aid equipment, and laboratory safety apparatus.

2.3.2. Unauthorized taking of, damage to, or possession of property belonging to the Institution, another member of the institutional community, or another person.

2.3.3. Unauthorized possession, duplication, or use of keys, access cards, or access codes to any institutional premises.

2.3.4. Unauthorized entry into, or use of, institutional premises.

2.3.5. Unauthorized possession, entry into, or use of institutional equipment, software systems, or information.

2.3.6. Possession of firearms, stun guns, tasers, BB guns, switchblade knives, fixed-blade knives with a blade length of five (5) inches or greater, or any item that is designed or used to injure or harm another person, fireworks, explosives, or dangerous chemicals on institutional premises or at institutional events, except as explicitly permitted by a Board Policy or an Institutional Policy;

2.3.7. Unauthorized use or abuse of technology, including, but not limited to:
• Unauthorized entry into a file or program to use, copy, read, delete, or change the contents, or for any other purpose;
• Unauthorized transfer of a file;
• Unauthorized use of another individual’s identification or account;
• Use of technology to interfere with the work of another student, faculty member, or institutional official;
• Use of an Institution’s technology to send engaging in Harassment or abusive messages.
• Use of technology to engage in unlawful activities, including those involving uses that infringe intellectual property rights;
• Use of technology to interfere with normal operation of an institution’s technology or other system;
• Making, acquiring, or using unauthorized copies of computer files, violating terms of applicable software license agreements, or using the Institution’s technology network or system to download files in violation of copyright laws;

• Attempting to circumvent data protection schemes or tampering with security;

• Violating institutional or board computer use or internet policies.

2.4. Threat of Harm or Actual Harm to a Person’s Physical or Mental Health or Safety

2.4.1. Violence, which includes, but is not limited to, using or threatening to use physical force on or towards another person without that person’s permission, except in reasonable self-defense. The use of physical force includes both using one’s own body parts as well as using other items.

2.4.2. Brandishing, pointing, or using a knife, gun, or other weapon towards another person, except in reasonable self-defense.

2.4.3. Restraining or transporting another person without that person’s permission.

2.4.4. Making bomb threats.

2.4.5. Harassment, which includes, but is not limited to: Conduct towards another person that has the purpose or effect of creating an objectively and subjectively intimidating, hostile, or demeaning environment that substantially interferes with the individual’s ability to participate in or to realize the intended benefits of an Institutional activity or resource; and

• Other conduct that is extreme and outrageous exceeding all bounds usually tolerated by polite society and that has the purpose or the substantial likelihood of interfering with another person’s ability to participate in or to realize the intended benefits of an Institutional activity or resource.

2.4.6. Sexual Harassment, which is subjecting another person to unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:

• Submission to such conduct is made either explicitly or implicitly a term or a condition of an individual’s participation in, or use of, an Institutionally-sponsored or approved activity or resource; or

• Submission to or rejection of such conduct by an individual is used as the basis for educational or similar decisions affecting an individual’s ability to participate in or use an institutionally-sponsored or approved activity or resource.

2.4.7. Stalking, which is engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person’s safety or the safety of others, or suffer substantial emotional distress.
2.4.7.1. “Course of conduct” means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person’s property.

2.4.7.2. “Substantial emotional distress” means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

2.4.8. Hazing, which includes, but is not limited to, an act that, as an explicit or implicit condition for initiation to, admission into, affiliation with, or as a condition for continued membership in a group or an organization:

- Is likely to, or would be perceived by a reasonable person as likely to, endanger the physical health of an individual or cause psychological discomfort or distress through treatment that a reasonable person would consider to be humiliating, intimidating, or demeaning;
- Destroys or removes public or private property;
- Involves the consumption of alcohol or other substances to excess; or
- Violates any Board Policy or Institutional Policy.

2.4.8.1. The express or implied permission of the individual being hazed does not make the behavior acceptable. It is also a violation of this provision to solicit, aid, or attempt to aid another person in planning or committing Hazing.

2.4.9. Sexual Misconduct, which is any contact of a sexual nature with another person without that person’s consent. Contact of a sexual nature includes, but is not limited to:

- Touching the intimate parts of another person;
- Touching another person with one’s own intimate parts;
- Forcing another person to touch one’s own intimate parts; and
- Exposing one’s own intimate parts to another person;

2.4.9.1. Intimate parts include, but is not limited to, genitalia, groin, breast, buttocks, mouth, or clothing covering the same.

2.4.9.2. Consent is defined as informed, freely given, and mutually understood. Consent requires an affirmative act or statement by each participant. If coercion, intimidation, threats and/or physical force are used, there is no consent. If a person is mentally or physically incapacitated or impaired so that the person cannot understand the fact, nature or extent of the sexual situation, there is no consent; this includes conditions due to alcohol or drug consumption or being asleep or unconscious. If a person is fifteen (15) years old or younger, there is no consent. Whether one has taken advantage of a position of influence over another may be a factor in...
determining consent. Consent to any one form of sexual activity does not imply consent to any other form of sexual activity. Consent to one sexual encounter does not imply consent to another sexual encounter. Consent may be revoked at any time.

2.4.9.3. Voyeurism includes, but is not limited to, any use of electronic or other devices to make an audio, video, or photographic record of another person without that person’s prior knowledge and without that person’s prior authorization when such a recording is likely to cause that person or a Reasonable Person injury or distress, or involves that person’s intimate parts or sexual conduct involving that person.

2.4.9.4. Invasion of Privacy occurs when:

- An individual views another person, without that person’s prior knowledge and permission, under circumstances in which the other person has a reasonable expectation of privacy; or
- An individual uses an audio recording device to record another person, without that person’s prior knowledge and permission, under circumstances in which the other person has a reasonable expectation of privacy.

2.5. Discrimination and Retaliation

2.5.1. Discrimination is excluding from, or treating another person differently than others in, institutional activities on the basis of sex, race, color, creed, religion, national origin, ancestry, gender, gender identity, transgender, sexual orientation, age, disability, genetic information, or veteran status. However, social fraternities and sororities that are exempt from taxation under federal law may maintain single-sex membership practices without violating antidiscrimination policies, as recognized by 20 U.S.C. 1681(a)(6), and the enforcement of such single-sex membership practices by students does not violate this provision.

2.5.2. Retaliation is conduct that would make a reasonable person feel intimidated, or that interferes with, threatens, coerces, or otherwise discriminates against any individual because that individual reports or files a complaint alleging a violation of law, Board Policy, or Institutional Policy, or participates in any process in which the individual has a right to participate.

2.6. Housing and Living Groups

Violations of any rules imposed by institutional housing or living groups are also violations of this Student Code.

2.7. Use and Misuse of Substances

2.7.1. The unauthorized manufacture, sale, possession, use, or consumption of alcohol, marijuana, or controlled substances by students.

2.7.2. However, possession, use, or distribution of alcohol, marijuana, or controlled substances is permitted on premises controlled by the Board of Regents when:
2.7.2.1. Needed in conjunction with approved research activities;

2.7.2.2. Alcohol is possessed, used, or distributed in a lawful manner inside a designated residence hall facility occupied exclusively by upper-division and/or non-traditional students who are at least twenty-one (21) years of age;

2.7.2.3. Alcohol is possessed, used, or distributed in a lawful manner on premises controlled by the Board of Regents that have been designated by the Institution’s president as places where such possession, use, and distribution may be permitted, subject to such conditions as the Institution’s president may also prescribe, provided that a notice of such designation and conditions have been filed previously with the executive director of the Board of Regents; or

2.7.2.4. The possession, use, or distribution of the controlled substance is prescribed by a licensed health care professional authorized to prescribe such substances.

2.7.2.5. Alcohol is possessed, used, or distributed in a manner that is expressly approved by a Board Policy.

2.7.3. The unauthorized possession of any drug paraphernalia.

2.8. Violation of Policy or Laws

2.8.1. Violation of published Board of Regents or Institutional Policies, rules, or regulations.

2.8.2. Violation of federal, state, or local law.

2.9. RESERVED Other Conduct

Conduct not expressly prohibited may also subject students or organizations to conduct sanctions where such conduct has the purpose and effect of infringing interests protected by this Student Code or other provisions of Board Policy or institutional policy.

2.10. Conduct by Organizations

2.10.1. Organizations that, formally or informally through repeated practice, initiate, encourage, support, or tolerate conduct by members, associates, or invitees that violates the provisions of this Student Code shall be subject to conduct sanctions.

2.10.2. The privileges of official recognition by an institution may be extended to organizations, including those that maintain residences for their members, only if such organizations agree to adopt and to enforce policies that, at minimum:

2.10.2.1. Prohibit the manufacture, possession, use, dispensing, or provisions of alcoholic beverages at organizational functions or in the organizational residence by persons under the age of 21 (or the legal age of use and possession in the applicable jurisdiction);
2.10.2.2. Prohibit the manufacture, possession, use, or dispensing of marijuana or unauthorized controlled substances at organizational functions or in the organizational residence;

2.10.2.3. Prohibit the expenditure of organizational funds on alcoholic beverages, marijuana, or controlled substances;

2.10.2.4. Prohibit the informal collection of monies from members, associates, or invitees to be spent on alcoholic beverages, marijuana, or controlled substances;

2.10.2.5. Prohibit the possession, use, or distribution of alcohol, marijuana, or controlled substances on premises controlled by the Board of Regents, except as explicitly permitted by Section C.2.6.2 of this Student Code;

2.10.2.6. Establish conduct policies and sanctions regarding violations by individual members no less stringent than those set forth under Board Policies, except that limited use of alcoholic beverages is permissible as set out above; and

2.10.2.7. Require that a report be filed with the Senior Student Affairs Officer each semester identifying all actions taken pursuant to the student conduct policies required in this Student Code;

2.11. Institutions may impose additional or more restrictive conditions on official recognition.

2.12. Organizations are also subject to the Board of Regents’ antidiscrimination policies set forth in Board Policy 1:18. However, social fraternities and sororities that are exempt from taxation under federal law may maintain single-sex membership practices without violating antidiscrimination policies, as recognized by 20 U.S.C. 1681(a)(6).

3. Student Conduct Process

3.1. Allegations

3.1.1. Allegations of misconduct may be reported against any student by anyone. Allegations shall be directed to the Student Conduct Officer in the Office of the Dean of Students. The reporting party will disclose the facts that form the basis for the allegation, the identities of any other witnesses, and any other relevant information regarding the alleged misconduct.

3.1.1.1. Allegations of Academic Misconduct will be reported to the Student Conduct Officer but are initially addressed through Board Policy 2:33.


3.1.1.2.1. The investigator assigned must not have any actual or reasonably perceived conflicts of interest and biases for or against any party involved in the initial complaint. If the institution determines that an actual or reasonably perceived conflict of interest does exist, another individual must lead the investigation on behalf of the institution.
3.1.1.2.2. The investigator assigned must be trained to analyze and document the available evidence to support reliable decisions, objectively evaluate the credibility of parties and witnesses, synthesize all available evidence, including both evidence that tends to suggest a violation and evidence that tends to suggest no violation, and take into account the unique and complex circumstances of each case.

3.1.1.2.3. The investigator assigned should avoid using any investigative techniques or approaches that apply sex stereotypes or generalizations.

3.1.1.2.4. Each party should be provided written notice in advance of any interview or hearing with sufficient time to prepare for meaningful participation.

3.1.1.2.5. The investigation should result in a written report summarizing the relevant evidence that tends to suggest a violation and evidence that tends to suggest no violation.

3.1.1.2.6. The investigator assigned must make findings of fact and conclusions as to whether the facts support a Human Rights violation.

3.1.2. The Student Conduct Officer shall make an initial determination whether the allegations, if true, would violate the Student Code. If the Student Conduct Officer determines that the allegations, if true, would violate the Student Code, the Student Conduct Officer shall conduct a pre-investigation inquiry to determine whether the allegations are credible. This process may include speaking with witnesses and reviewing any documentation.

3.1.2.1. The Student Conduct Officer must not have any actual or reasonably perceived conflicts of interest and biases for or against any party involved in the initial complaint. If the institution determines that an actual or reasonably perceived conflict of interest does exist, another individual must lead the investigation on behalf of the institution.

3.1.2.2. As to off-campus conduct, the Student Conduct Officer shall determine whether the incident adversely affects the institution, any organizations, members of the institutional community, or the pursuit of their lawful objectives.

3.1.2.3. Allegations of Academic Misconduct that are not informally resolved pursuant to Board Policy 2:33 will enter the student conduct process here.

3.1.2.4. Allegations of Human Rights Violations that are not informally resolved pursuant to Board Policy 1:18 will enter the student conduct process here.

3.1.3. If the Student Conduct Officer determines that either (i) the allegations, if true, would not violate the Student Code or (ii) that the allegations are not credible, then the Student Conduct Officer should inform the complainant of this determination and inform the complainant that the allegations may be re-submitted should additional information become available.
3.1.4. If the Student Conduct Officer determines that the allegations, if true, would violate the Student Code and determines that the allegations are credible and will be investigated, the Student Conduct Officer shall provide written notice to the respondent within fifteen (15) days of receiving the report of alleged misconduct or notification from the Faculty Member of the need to address alleged Academic Misconduct through the Student Code.

3.1.5. The written notice to the respondent must include the following:

- The alleged behavior that would be a violation of the Student Code;
- The date and location of the alleged behavior;
- The section(s) of the Student Code alleged to have been violated;
- The name of the complainant;
- A time to meet with the Student Conduct Officer to provide the respondent with the opportunity to give his/her account of the incident leading to the allegation of misconduct;
- Information about the right to have an advisor present throughout the student conduct process;
- Information about both the informal and formal resolution processes;
- A time for a hearing to occur no earlier than ten (10), and no later than twenty (20), days after this written notice is deemed received to address any alleged violations that are not informally resolved;
  - The minimum time limit may be waived by the respondent.
  - The maximum time limit may be extended at the discretion of the Student Conduct Officer.

3.1.6. At the time that the written notice to the respondent is sent, a written notice shall also be sent to the complainant containing information about the right to have an advisor present throughout the student conduct process, information about both the informal and formal resolution processes, and the time for the hearing to address any alleged violations that are not informally resolved.

3.1.7. The Student Conduct Officer will conduct an investigation of the allegations, which may include speaking with witnesses and reviewing any documentation. Only in instances where the Student Conduct Officer determines that there is sufficient evidence to establish that the respondent violated the Student Code by a preponderance of the evidence will the allegations proceed to informal or formal resolution.

3.1.7.1. For matters involving Human Rights Violations where an investigation was conducted pursuant to Board Policy 1:18, no additional investigation is required.

3.1.7.2. If the Student Conduct Officer determines that there is insufficient evidence to establish that the respondent violated the Student Code by a
preponderance of the evidence, the Student Conduct Officer will inform both parties of this fact and will cancel the hearing. This notification should also inform that parties that the investigation may be re-opened should additional information become available.

3.2. Interim Measures

In certain circumstances, the Senior Student Affairs Officer, or a designee, may impose interim measures that go into effect immediately, prior to a hearing before a Student Conduct Panel, and remain in effect until no longer needed.

3.2.1. Interim measures are intended to protect the interests of both the complainant and the respondent prior to a hearing. Interim measures may include, but are not limited to, no-contact directives, residence modifications, academic modifications and support, institutional work schedule modifications, interim residence suspension, or interim suspension. Interim measures that restrict the ability of either party to discuss the investigation should be avoided, as they may inhibit the ability of either party to obtain and present evidence or otherwise to defend their interests. Written notice of interim measures shall be provided to the party to whom the interim measures are directed.

3.2.1.1. In circumstances involving allegations of dating violence, domestic violence, sexual assault, or stalking, interim measures must be provided upon the request of a complainant if such measures are reasonably available.

3.2.1.2. In fairly assessing the need for a party to receive interim measures, the Senior Student Affairs Officer, or a designee, may not rely on fixed rules or operating assumptions that favor one party over another, nor make such measures available only to one party.

3.2.1.3. Interim measures should be individualized and appropriate based on the information gathered by the institution, making every effort to avoid depriving any student of his/her education.

3.2.1.4. The interim measures needed by each student may change over time, and the Senior Student Affairs Officer, or a designee, should communicate with each student throughout the student conduct process to ensure that any interim measures are necessary and effective based on each student’s evolving needs.

3.2.2. Interim suspension may be imposed only for one or more of the following purposes:

3.2.2.1. To ensure the safety and well-being of members of the institutional community or preservation of institutional property or other property located on premises controlled by the institution;

3.2.2.2. To ensure a student’s own physical or emotional safety and well-being; or

3.2.2.3. To ensure the normal operations of the institution where a student poses an ongoing threat of disruption or, or interference with, the normal operations of the institution.
3.2.3. During the interim suspension, the student may be denied access to residence facilities, the campus (including classes), and all other institutional activities or privileges.

3.2.4. A student placed on interim suspension shall be given written notice of interim measures, which shall include:

   3.2.4.1. The reasons for the interim suspension;
   3.2.4.2. The parameters of the interim suspension; and
   3.2.4.3. Information concerning the right to appeal the interim suspension.

3.2.5. Interim Suspension Appeal Process

   3.2.5.1. The student must submit a written request for a meeting to the Senior Student Affairs Officer.
   3.2.5.2. The Senior Student Affairs Officer will schedule a meeting with the student as soon as practical and no later than three (3) days after receiving the written request. At this meeting, the student is provided the opportunity to raise any objections to the interim suspension or to request alternative interim measures.
   3.2.5.3. The Senior Student Affairs Officer has sole discretion regarding interim measures.

3.3. Informal Resolution

   3.3.1. The Student Conduct Officer may speak separately and individually with the complainant and the respondent to determine whether the alleged misconduct can be resolved through informal resolution.

   3.3.1.1. In matters involving allegations of Human Rights violations, informal resolution may not take the form of having the complainant and the respondent be in the same room at the same time, unless both parties agree in writing.

   3.3.1.2. In matters involving allegations of Human Rights violations, the Student Conduct Officer should consider whether the informal resolution is equitable and will end the misconduct, prevent its recurrence, and address its effects.

   3.3.2. Informal resolution may be reached where:

   3.3.2.1. The parties involved mutually agree to a full resolution of the alleged misconduct that is acceptable to the Student Conduct Officer.

   3.3.2.1.1. This must be documented in writing and signed by the complainant, respondent, and Student Conduct Officer.

   3.3.2.2. The respondent waives a formal hearing by admitting to the misconduct and accepting the proposed conduct sanctions.

   3.3.2.2.1. This must be documented in writing and signed by the respondent and the Student Conduct Officer.
3.3.2.2. This type of informal resolution is not available in matters involving allegations of Human Rights violations.

3.3.3. Partial informal resolution may be reached where the respondent admits to the misconduct but does not accept the proposed conduct sanctions. When this occurs, the process moves to formal resolution with the hearing being limited to the question of appropriate conduct sanctions.

3.3.3.1. This must be documented in writing and signed by the respondent and the Student Conduct Officer.

3.3.3.2. In matters involving allegations of Human Rights violations, the complainant must also agree in writing to this partial informal resolution.

3.3.4. Informal resolution shall be final and the parties who agreed in writing to informal resolution waive any right to appeal otherwise available under Board Policy 3:4.

3.3.5. The Student Conduct Officer’s involvement in attempting to informally resolve the allegation of misconduct does not impact the Student Conduct Officer’s ability to later serve as the Student Conduct Panel or a member thereof in the formal resolution process.

3.3.6. Informal resolution may be reached at any time before the Chair issues any findings, conclusions, and, when a violation is found, conduct sanctions it determines to be appropriate through the Formal Resolution process.

3.3.6.1. If an informal resolution is reached, the Student Conduct Officer shall prepare written findings and conclusions, and any sanctions resulting from a violation during the informal resolution process. If the complaint included more than one allegation of misconduct, each allegation must have a separate decision.

3.4. Formal Resolution

3.4.1. If the alleged misconduct is not fully resolved through informal resolution, any unresolved matter proceeds to a hearing.

3.4.2. The composition of the Student Conduct Panel shall be determined as follows:

3.4.2.1. For matters where the Student Conduct Officer serves as Chair of the Student Conduct Panel, the Student Conduct Officer shall have sole discretion regarding whether the Student Conduct Panel includes:

3.4.2.1.1. Option 1 – only the Student Conduct Officer; or

3.4.2.1.2. Option 2 – the Student Conduct Officer and any institutional employee or employees or independent contractor authorized by the Senior Student Affairs Officer to determine whether a student has violated the Student Code and to recommend imposition of conduct sanctions,

3.4.2.2. For matters involving allegations of Academic Misconduct, the Student Conduct Panel must include at least one faculty member or academic
administrator appointed by the Provost in the form described in Option 2 above.

3.4.2.3. Both the Complainant and the respondent will be provided notice of the identity of the member(s) of the Student Conduct Panel. Both parties may request in writing (and must include supporting information) that (i) the Student Conduct Panel include additional members (Option 2), and/or (ii) a Student Conduct Panel member be replaced due to an actual or reasonably perceived conflict of interest. Such requests must be submitted, in writing to the Senior Student Affairs Officer no later than twenty-four (24) hours after the notice is provided to the party. The Senior Student Affairs Officer shall make a final decision as to these requests and will provide notice to both parties of the decision.

3.4.3. Hearings shall be conducted by a Student Conduct Panel according to the following guidelines:

3.4.3.1. Hearings shall be conducted in private. Witnesses other than the complainant and the respondent may only be present during the hearing while presenting their information.

3.4.3.2. The Chair shall have sole discretion and final decision-making authority over the following:

- Whether an individual’s conduct interferes with the hearing and requires that individual’s removal;
- Whether written information, materials, documents, and statements submitted are relevant and will be accepted for consideration by the Student Conduct Panel;
- All questions about the interpretation of the student conduct process; and
- Whether to have separate or joint hearings when a hearing would involve more than one respondent;

3.4.4. Neither the complainant nor the respondent are required to attend or participate in the hearing, and such decision will have no bearing on the question of whether the respondent violated the Student Code.

3.4.5. The respondent has no obligation to provide any information, materials, documents, or witnesses, or answer any questions and is presumed to not have violated the Student Code. The burden is on the Institution to gather sufficient evidence to reach a fair, impartial determination as to whether the alleged violation of the Student Code occurred.

3.4.6. If the complainant or respondent wants the Student Conduct Panel to review any materials or documents or wants to present any witnesses at the hearing, such materials and documents and/or witness lists must be submitted to the Chair by the following deadlines in order to be considered:
• In matters alleging Human Rights violations, all materials and documents and/or witness lists must be submitted at least seventy-two (72) hours before the hearing. Additionally, a copy of the final report prepared by the Title IX/EEO Coordinator will be provided to the complainant, respondent, and the Student Conduct Panel members.

• For all other matters, all materials and documents and/or witness lists must be submitted at least twenty-four (24) hours before the hearing.

The Chair will promptly provide the other party and the Student Conduct Panel members a copy of any materials, documents, and witness lists submitted.

3.4.7. The complainant and the respondent have the right to be assisted by an advisor of their choice, at their own expense. Ordinarily, no more than two advisors for each student shall be permitted. The advisor is limited to advising the student directly, and is not permitted to speak to anyone else, or participate directly, in any hearing.

3.4.8. The Student Conduct Officer shall record the audio of the hearing.

3.4.9. Generally, the hearing will be conducted in the following order:

3.4.9.1. The Chair will ask each individual present at the hearing to identify him/herself by providing his/her name and role at the hearing (e.g., complainant, respondent, member of the Student Conduct Panel, etc.).

3.4.9.2. The Chair will remind the respondent:

• Of the materials that the Student Conduct Panel received prior to the hearing;
• Of the right to have an advisor present;
• Of the right to refuse to speak as a witness against him/herself;
• That the refusal to speak as a witness against him/herself will have no bearing on the question of whether the respondent violated the Student Code;
• Of the alleged behavior that would be a violation of the Student Code; and
• Of the section(s) of the Student Code alleged to have been violated.

3.4.9.3. The Chair will provide the complainant with the opportunity to engage in the hearing. If the complainant agrees to engage, then:

3.4.9.3.1. The Chair will provide the complainant the opportunity to provide any additional relevant factual details that were not previously provided. The complainant may choose to do so or may decline and maintain the right to not provide information, materials, documents, or answer questions. The complainant may decline but still present witnesses.
3.4.9.3.2. The Chair will ask the complainant to present any witnesses, who will be brought to the hearing one at a time, and ask questions of the witness.

3.4.9.3.3. The Student Conduct Panel will then ask questions of the witness.

3.4.9.3.4. The Chair will ask the respondent for any questions for the witness. The Respondent will provide the Chair any questions in writing.

3.4.9.3.5. The Chair will ask the witness any questions provided by the respondent that the Chair determines to be relevant.

3.4.9.3.6. The Chair will ask the complainant to present the next witness. The process described above shall repeat for each witness until the complainant has presented all of its witnesses.

3.4.9.4. The Chair will provide the respondent the opportunity to engage in the hearing. If the respondent agrees to engage, then:

3.4.9.4.1. The Chair will provide the respondent the opportunity to provide any additional relevant factual details that were not previously provided. The respondent may choose to do so or may decline and maintain the right to not provide information, materials, documents, or answer questions. The respondent may decline but still present witnesses.

3.4.9.4.2. The Chair will ask the respondent to present any witnesses, who will be brought to the hearing one at a time, and ask questions of the witness.

3.4.9.4.3. The Student Conduct Panel will then ask questions of the witness.

3.4.9.4.4. The Chair will ask the complainant for any questions for the witness. The complainant will provide the Chair any questions in writing.

3.4.9.4.5. The Chair will ask the witness any questions provided by the complainant that the Chair determines to be relevant.

3.4.9.4.6. The Chair will ask the respondent to present the next witness. The process described above shall repeat for each witness until the respondent has presented all of its witnesses.

3.4.9.5. The Student Conduct Panel may ask the complainant and/or the Respondent whether s/he agrees to answer questions. The Student Conduct Panel may then ask questions of either or both parties who agree to answer questions.

3.4.9.6. The Student Conduct Panel will meet in a closed session to discuss and make its recommendation, which closed session shall not be audio recorded.

3.4.10. The Student Conduct Panel shall review all information and materials presented to it and shall decide by majority vote whether the respondent violated the Student Code by a preponderance of the evidence (i.e., more likely than not).
Decision-making techniques or approaches that apply sex stereotypes or generalizations should be avoided so that the hearing process proceeds objectively and impartially.

3.4.11. The Student Conduct Panel shall prepare written findings to support its determination. If multiple allegations of misconduct exist, a decision should be reached separately for each allegation. These written findings shall include:

- Concise statements of each factual finding;
- Brief explanations of whether and why the factual findings support a conclusion that the conduct either violated or did not violate the Student Code;
  - These must address each factual element that must be satisfied to establish that conduct has violated the Student Code.
- Any initial, interim, or final decisions by the institution; and
- If a violation is found, recommendations of appropriate conduct sanctions and supporting rationale for the conduct sanctions.

3.4.12. The Student Conduct Panel shall forward its written findings to the Chair. The Chair has sole discretion to adopt or reject any portion of the written findings.

3.4.12.1. If any portion of the written findings are rejected, the Chair shall issue new written findings it determines to be appropriate for such portion(s), and will provide the Student Conduct Panel with an explanation for its decision.

3.4.12.2. The Chair shall determine the effective date of any conduct sanctions imposed, which effective date should be on or after the exhaustion of the appeal as a matter of right. However, interim measures may remain in place, or be instituted, until the effective date of any conduct sanctions.

3.4.13. The Chair’s written findings and information about appeal rights, shall be provided to the respondent. When FERPA allows, the complainant will receive the permitted information simultaneously. See Section C.3.5.1 below for more information.

3.4.13.1. In matters involving allegations of Academic Misconduct, the Chair’s written findings shall also be provided to the faculty member.

3.4.13.2. In matters involving allegations of Human Rights violations, the complainant must also be provided information about appeal rights.

3.4.14. The audio record of the hearing shall be the property of the institution and shall be maintained by the Student Conduct Officer. No other person may record the hearing.

3.4.14.1. The audio record and its contents shall be confidential and may only be used for purposes of any appeals. Any person who discloses the contents of the audio record to parties not involved in the appeal shall be subject to conduct sanction.
3.4.14.2. In the event of an appeal, the respondent shall be given access to the audio record for purposes of preparing an appeal. When the alleged misconduct involves allegations of Human Rights violations, the complainant shall be given access to the audio record for purposes of preparing an appeal. Access shall be provided at such places and times as the Senior Student Affairs Officer may direct.

3.4.14.3. Except as required by law, the institution shall not be required to change the form in which the record is maintained.

3.5. Sanctions

3.5.1. Individual Conduct Sanctions

3.5.1.1. In each case in which the Chair determines that a respondent has violated the Student Code, the Chair shall determine and impose appropriate conduct sanction(s). Where a violation of Board Policy is established, and where a conduct sanction is mandated under Board Policy, that conduct sanction shall be imposed.

3.5.1.1.1. Conduct sanction decisions must be made for the purpose of deciding how best to enforce the Student Code and should reflect a proportionate response to the violation.

3.5.1.1.2. In matters involving Human Rights Violations, the Chair should consider whether the sanctions are equitable and will end the misconduct, prevent its recurrence, and address its effects.

3.5.1.1.3. In matters involving Human Rights violations, the Chair should consider the impact of separating the respondent from his/her education before imposing a conduct sanction of suspension or expulsion.

3.5.1.2. In matters involving allegations of Academic Misconduct that are informally resolved pursuant to Board Policy 2:33, the Student Conduct Officer will receive the information from the faculty member and shall determine and impose appropriate conduct sanction(s).

3.5.1.3. Complainants shall be informed in writing and at the same time as the respondent of any outcome and conduct sanctions imposed in the following circumstances:

3.5.1.3.1. When the conduct sanction involves remedial action that directly relates to the complainant (e.g., a directive requiring the respondent to not have contact with the complainant)

3.5.1.3.2. Where the allegations against the respondent would also constitute a crime of violence or non-forcible sex offense as defined by FERPA; or

3.5.1.3.3. Where the allegations against the respondent would also constitute Human Rights violations. In this circumstance, the rationale for the result must also be included.
3.5.1.3.4. Where the institution finds that a hostile environment exists, the Institution shall also inform the complainant of other steps the institution has taken to eliminate the hostile environment.

3.5.1.4. FERPA allows institutions to disclose the final results of a conduct proceeding when the Chair determines that the respondent violated the Student Code and that violation falls within the definition of a crime of violence or a non-forcible sex offense as defined by FERPA. For purposes of this subsection, “final results” means the name of the respondent, the violation committed, and any conduct sanction(s) imposed by the institution.

3.5.1.5. FERPA allows institutions to inform the parents or legal guardians of a respondent younger than twenty-one (21) years of age that the respondent has violated Institutional Policies concerning the use or possession of alcohol or controlled substances.

3.5.1.6. The following conduct sanctions may be imposed upon any respondent found to have violated the Student Code. More than one of the conduct sanctions listed below may be imposed for any single violation. Imposition of a conduct sanction may be delayed or suspended on such conditions as the Student Conduct Officer may prescribe.

- Warning – A statement to the respondent that the respondent has violated the Student Code of Conduct.
- Probation – Probation is for a designated period of time and includes the probability of more severe conduct sanctions if the respondent is later found to have engaged in any additional violation(s) the Student Code during the probationary period.
- Loss of Privileges – Denial of specified privileges for a designated period of time. The privileges of continued participation in Institutional activities, access to Institutional facilities or residences may be conditioned upon participation in or completion of educational programming at the student’s expense.
- Fines – Monetary payments.
- Restitution – Compensation for loss, damage, or injury. This may take the form of appropriate service, money, or material replacement.
- Educational Sanction – work assignments, essays, service to the Institution, community service, workshops, or other related educational activities.
- Residence Suspension – Separation of the respondent from the Institution’s residence facilities for a definite period of time, after which the respondent is eligible to return. Conditions for return to the residence facilities may be specified.
• Residence Expulsion – Permanent separation of the respondent from the institution’s residence facilities. A sanction of residence expulsion will take the form of residence suspension pending completion of the appeals process.

• Suspension – Separation of the respondent from the institution for a definite period of time, after which the respondent is eligible to return. Conditions for return may be specified. A respondent who has been suspended from one Institution may not enroll at another institution until the period of suspension has ended.

• Expulsion – Permanent separation of the respondent from the Institution. A respondent who has been expelled from one institution may not enroll at another institution. A sanction of expulsion will take the form of suspension pending completion of the appeals process.

• Withholding Degree – the institution may withhold awarding a degree otherwise earned until the completion of the student conduct process or the completion of all conduct sanctions imposed.

• Revoking Admission and/or Degree – the institution may revoke admission to, or a degree awarded from, the institution for violation of Institutional standards for obtaining admission or the degree, or for other serious violations of the Student Code committed by the respondent prior to graduation.

3.5.1.7. Conduct sanctions shall not be made part of the respondent’s permanent academic record, but shall become part of the respondent’s conduct record. The respondent’s conduct record containing conduct sanctions other than suspension, expulsion, revoking admission and/or a degree, or withholding a degree, will be expunged seven (7) years after the date of the original finding of a violation of the Student Code. The respondent’s conduct record containing any of the four conduct sanctions above shall be maintained permanently. Where restitution is required of a respondent, the institution reserves the right to disclose all portions of the conduct file as may be necessary to obtain a judgment in a court of competent jurisdiction. Such files shall be preserved at least until all necessary compensation has been obtained.

3.5.1.8. Students enrolled in one institution shall be held accountable for their conduct while visiting all other institutions. Students may be required, as a condition of continued enrollment, to appear at the institution where the alleged misconduct took place, at their own expense, for a conduct hearing and to answer allegations based on their conduct while at that institution.

3.5.1.8.1. Any conduct sanction imposed by one institution shall be effective at all other institutions. A respondent suspended at one institution shall not be able to enroll at another institution until the period of suspension has ended. A respondent who has been expelled from one Institution may not enroll at another institution.
3.5.1.8.2. When a respondent is brought forward on allegations of misconduct by another institution, any conduct sanction issued after a finding of a violation shall be determined by the institution that brought forward the allegations of misconduct. Suspension or expulsion may only be imposed after first consulting with the Senior Student Affairs Officer from the institution where the respondent is enrolled.

3.5.2. Organizational Conduct Sanctions

3.5.2.1. The following conduct sanctions may be imposed upon organizations:

- Those conduct sanctions listed above in Section C.5.5.1.

3.6. Appeals

3.6.1. Appeal as a Matter of Right

3.6.1.1. The respondent may appeal a decision reached by the Chair. In matters involving allegations of Human Rights violations, the complainant may also appeal a decision reached by the Chair. The appeal must be in writing and must be submitted to the Senior Student Affairs Officer no later than five (5) days after notice of the Chair’s decision is deemed received.

3.6.1.2. The written appeal must cite at least one (1) of the following reasons for review and must include supporting arguments and documentation as to why an appeal should be granted on those grounds.

3.6.1.2.1. The original hearing was conducted unfairly to the point that it substantially and materially affected the outcome;

3.6.1.2.2. Using the facts found by the Chair, the conclusion regarding whether there was a violation(s) of the Student Code was incorrect;

3.6.1.2.3. The conduct sanction(s) imposed were not appropriate for the violation of the student Code that the respondent was found to have committed; and/or

3.6.1.2.4. New information that was unavailable at the time of the hearing has been discovered and could substantially and materially affect the outcome.

3.6.1.3. An appeal shall be limited to a review of:

- The verbatim record of the initial hearing;
- Supporting documents submitted as part of the initial hearing; and
- Supporting documents submitted in support of the appeal reason(s)

3.6.1.4. The Senior Student Affairs Officer will provide the other party a copy of the appeal and a reasonable amount of time to submit any materials to be considered.

3.6.1.5. The Senior Student Affairs Officer will provide the Appellate Board with the materials submitted. The Appellate Board will review the materials submitted and provide a written recommendation to the Senior Student Affairs Officer.
Affairs Officer as soon as practicable. The Senior Student Affairs Officer has sole discretion to adopt or reject the recommendation.

3.6.1.5.1. In instances where the respondent appeals a decision reached by the Chair, sanctions or conditions may not be increased, introduced for the first time, or extended.

3.6.1.5.2. If the recommendation is rejected, the Senior Student Affairs Officer will provide the Appellate Board with a written explanation for his/her decision.

3.6.1.5.3. The Senior Student Affairs Officer shall determine the effective date of any conduct sanctions imposed. The effective date of any conduct sanctions shall not be delayed pending any further appeals.

3.6.1.6. The Senior Student Affairs Officer’s written decision shall be provided to the parties, along with the Appellate Board’s recommendation and, if rejected, the Senior Student Affairs Officer’s written explanation.

3.6.1.6.1. The Senior Student Affairs Officer may return the matter to the hearing panel for reconsideration or to the Title IX/EEO Coordinator for additional investigation, in light of the written decision.

3.6.2. Appeal to the President of the Institution

3.6.2.1. The respondent may appeal a decision reached by the Senior Student Affairs Officer. In matters involving allegations of Human Rights violations, the complainant may also appeal a decision reached by the Senior Student Affairs Officer.

3.6.2.2. The appeal must be in writing and must be submitted to the President’s Office no later than five (5) days after notice of the Senior Student Affairs Officer’s decision is deemed received.

3.6.2.3. The written appeal must cite at least one (1) of the following reasons for review and must include supporting arguments and documentation as to why an appeal should be granted on those grounds.

3.6.2.3.1. The original hearing was conducted unfairly to the point that it substantially and materially affected the outcome;

3.6.2.3.2. Using the facts found by the Chair, the conclusion regarding whether there was a violation(s) of the Student Code was incorrect;

3.6.2.3.3. The conduct sanction(s) imposed were not appropriate for the violation of the student Code that the respondent was found to have committed; and/or

3.6.2.3.4. New information that was unavailable at the time of the hearing has been discovered and could substantially and materially affect the outcome.
3.6.2.4. The President has sole and complete discretion as to whether to agree to review an appeal, including what materials to consider. However, the President will not consider any reasons for review that were not previously raised in the appeal to the Appellate Board.

3.6.2.5. If the President agrees to review an appeal, the President will provide the other party/parties a copy of the appeal and a reasonable amount of time to submit any materials to be considered.

3.6.2.6. The President will provide a written decision to the parties, and to the Senior Student Affairs Officer. The decision may be a substantive one, or may merely indicate that the President has declined to review the appeal.

3.6.2.6.1. The President may return the matter to the Senior Student Affairs Officer or hearing panel for reconsideration, or to the Title IX/EEO Coordinator for additional investigation, in light of the written decision.

3.6.3. Appeal to the Board of Regents

3.6.3.1. After exercising and exhausting all appeals available at the institutional level, the respondent may appeal a decision reached by the President. In matters involving allegations of Human Rights violations, the complainant may also appeal a decision reached by the President after exercising and exhausting all appeals available at the Institutional level.

3.6.3.2. The appeal must be in writing and must be submitted to the Executive Director of the Board of Regents no later than thirty (30) days after notice of the President’s decision is deemed received. The appeal must include the following:

- Supporting arguments and documentation;
- All documentation provided by the institution, including, at a minimum, the President’s decision, the Senior Student Affairs Officer’s decision, and the Chair’s decision.

3.6.3.3. Written appeals that fail to include supporting arguments and documents, and the documentation provided by the institution will be rejected.

3.6.3.4. An appeal submitted to the Executive Director that is not covered by subsection e) below may be considered by the Executive Director. In these instances, the Executive Director has sole and complete discretion as to whether to agree to review an appeal, including what materials to consider.

3.6.3.4.1. If the Executive Director agrees to review an appeal, the Executive Director will provide the other party a copy of the appeal and a reasonable amount of time to submit any materials to be considered.

3.6.3.4.2. The Executive Director will provide a written decision to the parties, and to the President.

3.6.3.4.3. The Executive Director may return the matter to the President, Senior Student Affairs Officer, or hearing panel for reconsideration.
or to the Title IX/EEO Coordinator for additional investigation, in light of the written decision.

3.6.3.5. An appeal submitted to the Executive Director must be considered by the Board of Regents where a student has been expelled or suspended based upon alleged violations of Board Policy 3:4; or a disciplinary action allegedly deprived the student of a right or privilege protected by a specific term or provision of Board Policy or state or federal constitution, law, or regulation.

3.6.3.5.1. The Executive Director will have fifteen (15) working days within which to attempt, at his or her discretion, a resolution through informal means.

3.6.3.5.2. If no informal resolution has been effected within the fifteen (15) working days, the Executive Director will refer the matter to a hearing examiner for reconsideration pursuant to SDCL § 1-26 using the contested case proceedings. At the conclusion of the contested case proceedings, the hearing examiner will provide a recommendation to the Executive Director for the disposition of the matter by the Board.

3.6.3.5.2.1. Contested case proceedings may be conducted under protective orders entered pursuant to SDCL §§ 1-26-19 and 15-6-26(c).

3.6.3.5.2.2. The Board may return the matter to the President, Senior Student Affairs Officer, or hearing panel for reconsideration or to the Title IX/EEO Coordinator for additional investigation, in light of the written decision.

**FORMS / APPENDICES:**

None

**SOURCE:**

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Recognition and Funding of Student Organizations

NUMBER: 3:18

A. PURPOSE

To establish policy regarding the recognition of student organizations on campus and the provision of funding thereto.

B. DEFINITIONS

None

C. POLICY

1. Recognition of Student Organizations

1.1. Each institution will develop and publish criteria for recognition of student organizations. These recognition criteria will require student organizations to operate under a formal set of articles that define the powers of the organization and describe how those powers may be exercised, just as articles of incorporation or constitutions define the powers of commercial, nonprofit or governmental entities and describe how these powers may be exercised. Each institution will establish rules for budgeting, custody, expenditure and audit of organization funds, and the recognition criteria will require that recognized student organizations abide by such rules.

Such criteria will require student organizations to operate in a nondiscriminatory manner as provided in Board Policy No. 1:18. In compliance with Board Policy No. 1:18(5) institutions will recognize two limited exceptions to the general requirement that organizations not restrict membership or participation on the basis of race, color, creed, religion, national origin, ancestry, citizenship, gender, transgender, sexual orientation, age, disability, genetic information, military service membership or veteran’s status. Consistently with rights guaranteed under state and federal constitutions, Board Policy No. 1:18(5) accommodates the distinctive characteristics of intimate associations or expressive associations.

1.1.1. Intimate associations involve distinctively personal aspects of life. Factors that suggest that an organization should be treated as intimate association include: (a) the relative smallness of the organization; (b) a high degree of selectivity in choosing and maintaining members of the organization; (c) the personal nature of the organization's purpose; and (d) the exclusion of nonmembers from the central activities of the organization.
1.1.1.1. A student organization that operates a residential facility for its membership would illustrate the kind of organization that might be classified as an intimate association, at least insofar as relates to limiting membership on the basis of gender.

1.1.2. Expressive associations are created for specific expressive purposes, and they would be significantly inhibited in advocating their desired viewpoints if they could not restrict their membership based on race, color, creed, religion, national origin, ancestry, citizenship, gender, transgender, sexual orientation, age, disability, genetic information or military service membership or veteran’s status.

1.1.2.1. A student organization dedicated to the practice of a particular religious faith would illustrate the kind of organization that might be classified as an expressive association, at least insofar as relates to limiting membership on the basis of adherence to the tenants of that faith.

1.1.3. Exceptions from the nondiscrimination policy will be made only to the extent necessary to accommodate the particular circumstance that warrants an exception; the overarching purpose of supporting student organization activities is to prepare students to act as citizens and leaders of a republican form of government, which by its nature permits discrimination against none.

1.1.3.1. By way of illustration, but not limitation, a student organization operating a residential facility for its membership may be allowed to limit membership on the basis of gender, but not on the basis of religion; a student organization dedicated to the practice of a particular religious faith may be allowed to limit membership on the basis of religion, but, absent any contrary doctrine of faith, not on the basis of gender.

1.1.4. Each institution will establish a process that student groups may follow to secure recognition as student organizations. The chief executive officer of the institution will designate an administrator who will be responsible for determining whether a group of students satisfies the criteria for recognition as a student organization. Institutions with student government organizations may request that such organizations review applications for recognition as student organizations and make recommendations to the designated administrator whether a particular group of students satisfies the institutional criteria for recognition.

2. Funding of Student Organizations

In order to reduce the economic barriers to forming and operating student organizations or to accessing means of communication, institutions may grant subsidies, pursuant to this section, from funds apportioned from the general activity fee.

Only recognized student organizations may receive disbursements from the find to finance the organizations’ general operational expenses and to subsidize cultural, social, recreational and informational activities and events sponsored by the organizations.

Student activity fee proceeds shall be allocated consistently with the institution’s interests as outlined in Section 1 above; provided that
2.1. No student organization will be eligible for student fee subsidies of its operating expenses:

2.1.1. If the funding is prohibited by Article 6, § 3 of the SD Constitution because it will be used for predominant activities involve sectarian ceremonies or exercises;

2.1.2.1.2. If the funding is prohibited by SDCL § 12-27-20 because it will be used for the promotion or opposition of particular candidates for public office or ballot issues in general elections, or financing off-campus lobbying or political activities of non-students; or

2.1.3. If the organization operates a residential facility for its membership or otherwise generates income from commercial activities for the personal use and benefit of members or on behalf of for-profit entities; or

2.1.2.2.1.4. If the organization generates income for the personal use and benefit of the sponsoring organization members or on behalf of for-profit entities.

This section does not prohibit a student governance body, recognized by the institution, whose leadership is popularly elected by the students, from using student fees/funding to communicate its position on behalf of all students, either through lobbying efforts before legislative bodies.

2.2. The institution may distribute student activity fee proceeds to support on campus cultural, social, recreational and information activities and events that are open to all members of the campus community and that are sponsored by a recognized student organization, even if the organization would not be eligible for fees to support general operational expenses, but only if the activity or event does not have the primary effect or supporting sectarian ceremonies or exercises, promoting candidates or ballot issues in general elections, financing off-campus lobbying or political activities by non-students or generating income for the personal use and benefit of the sponsoring organization members or on behalf of for-profit entities.

3. Procedures for Requesting Funding and Allocating Funds

3.1. Each institution will develop and publish instructions outlining the procedure that recognized student organizations may use to request funding from the general activity fee levied pursuant to Board Policy No. 5:5:4(1)(B).

3.2. The chief executive officer of the institution will designate an administrator who will be responsible for determining how funds will be allocated. Institutions with student government organizations may request that such organizations review applications for funding and make recommendations to the designated administrator.

3.3. Each institution will develop standards to guide the review of funding requests submitted by recognized student organizations. Subject to the limitations stated herein in § 2 of this policy, these standards will require that decisions be made on grounds unrelated to the exercise by students through the organization of their rights to free expression, to the free exercise of religion, to the freedom of association or to the freedom to petition government. Such rights-neutral mechanisms may include, without limitation, random selection from among student proposals or prioritization based upon
frequency of funding or other objective factors unrelated to the exercise of protected rights.

**FORMS / APPENDICES:**
None

**SOURCE:**
BOR October 1994; BOR October 1996; BOR December 2000; BOR April 2013; BOR December 2018
SUBJECT: Political Activity

NUMBER: 4:21

A. PURPOSE

To describe the parameters applicable to employees of the Board of Regents engaging in political activity.

B. DEFINITIONS

None

C. POLICY

1. Employees of the Board of Regents shall not be obligated, by reason of their employment, to contribute to any political funds or collections or render political service. Employees refusing to contribute such funds or to render political service may not be removed or otherwise disciplined or prejudiced for such refusal.

2. Employees of the Board of Regents shall not use their official authority or influence to coerce the political action of a person or group.

3. Employees of the Board of Regents may:
   3.1. Take an active part in political management, political campaigns, or non-political activities except during non-regularly scheduled working hours, and without the use of Board information and communication technology systems, Board services or Board property that is not available to the public and paid for at the rate offered to the public. However, using Board information and communication technology systems, Board services or Board property for such activities is prohibited unless it is available to the public and paid for at the rate offered to the public; and
   3.2. Seek and hold compatible elective political office. Employees, both during any election campaign and during the term of any part-time office, other than that of state representative or senator, to which the employee may be elected, are required to make specific arrangements with the president, superintendent and his/her designee to assure that the employee's regular duties are performed. Employees elected to a full-time public office are entitled to leave without pay consistent with 4:15 of the Board of Regents Policy Manual. Under current South Dakota Supreme Court interpretation of section 12, article III, of the South Dakota Constitution, employees elected to the South Dakota Legislature must resign from state employment no later than the beginning of their term in office.
4. This policy shall not prohibit activity of nonpartisan type not specifically identified with a national or state political party. Questions relating to constitutional amendments, referendums, approval of state laws, and other issues of similar character are deemed not specifically identified with a national or state political party.

5. Employees of the Board of Regents enjoy all rights of free expression accorded them under state and federal law. Nevertheless, employees, especially faculty and professional staff members, should remember that the public may judge their institution or the Board by their public statements. Accordingly, unless they have been authorized to make an official statement on behalf of their institution or the Board, employees should make every effort to indicate that they are not speaking or writing as institutional or Board representatives. At a minimum, employees who identify their institutional affiliation should advise the public that the views that they express represent their own private or professional opinions, not those of their institution or of the Board, and that these opinions are given in their individual capacities or as private consultants.

Faculty members should, additionally, observe those standards set forth in the Board’s policies on academic freedom, Policy No. 1:11, and the agreement with the Council of Higher Education.

FORMS / APPENDICES:

None

SOURCE:

BOR Aug. 1979, p. 1126; SDCL §§ 3-6-26 through 3-6-27, 3-6A-14(6), 3-6A-15, 13-49-14 through 13-49-14.1; Revised BOR March 1992; BOR October 2010; BOR December 2018
SUBJECT: Facilities Use by Private Parties

NUMBER: 6:13

A. PURPOSE

To establish policy and procedures pertaining to the use of institutional facilities by private parties.

B. DEFINITIONS

1. Affiliated Entity: organizations, such as institutional foundations, whose legal purpose includes support of the institution and its activities, organizations that have been authorized by the institution to use its name and marks, and student organizations recognized by the institutions, as well as the State of South Dakota and its political subdivisions, and their instrumentalities.

2. Commercial Purposes: activities that involve the exchange or goods or services for valuable consideration and speech that relates solely to the economic interests of the speaker and audience and proposes a commercial transaction.

3. Disrupt: any actions that infringe institutional rules, interrupt institutionally sponsored or authorized instructional, research or service activities, or substantially interfere with the opportunity of other persons to use institutional grounds or facilities for their intended or authorized purposes.

4. Events: speeches, presentations, social gatherings, religious ceremonies, entertainments, youth camps or other activities that pose no substantial risk of injury to persons and property and that are generally consistent with the kinds of activity sponsored by the institution itself.

5. Facilities and Grounds: buildings, structures, internal streets and sidewalks, parking facilities, athletic facilities, landscaping and grounds owned or occupied by the institution but excludes municipal streets or sidewalks or public highways or rights of way that abut or traverse a campus.

6. Private Party: any individual or group other than the institution is affiliated entities, or their officers, agents, faculty, or staff when acting on their behalf.

7. Working Days: those days when the office of the institution are open for business.

C. POLICY

1. Institutional Facilities
Institutional facilities and grounds embody investments by students and taxpayers to advance the educational, research, and service missions of the institution. They are not open to the public for assembly, speech, or other activities as are the public streets, sidewalks, parks, or seats of government. Institutional facilities and grounds are selected, designed, and operated to balance aesthetic and utilitarian considerations, to provide settings conducive to learning and research, and to provide venues to expose students to high and popular cultural activities. These purposes define the priorities for their use by private parties.

1.1. Casual visitors may enter institutional facilities and grounds to conduct business with the institution, to attend institution sponsored events, exhibits or programs that are open to the public, to deliver goods ordered by residents or to traverse the grounds without stopping, or for purposes incidental to personal family or social matters involving students or institutional staff.

1.2. Private parties may request permission to use facilities or grounds for private meetings or events. Such requests may be granted to the extent that institutional program schedules permit if the requested use is lawful and otherwise consistent with this policy, poses no risk of harm to persons or property, and will not disrupt the intended use of the facilities or grounds by the institution, its students, staff, or other visitors.

1.3. Permission to use facilities or grounds for private meetings or events shall be contingent upon agreement to avoid disruption of institutional uses of the facilities or grounds, interference with students or employees, or damage, fouling or littering facilities, grounds or other property. Private users shall be responsible for the cleanliness and order of any facilities or grounds that they use.

1.4. Institutional facilities and grounds are tax exempt public facilities and, as such, are not generally available for use by private parties for commercial purposes. Institutions may contract with private parties to provide goods and services on its behalf, to provide access to dedicated advertising venues or to engage in limited mission-related testing, research or economic development activities. As part of their service to the state and their host communities, institutions may designate specific venues where third parties may schedule occasional activities that may have incidental commercial purposes.

1.5. Some institutional facilities and grounds may be restricted, and private parties may only venture there if specifically invited by a person with authority to invite them. Buildings or facilities that are ordinarily open during regular business hours shall be deemed to be restricted areas if they have been locked.

2. Private Parties

Private Parties must request prior authorization to use a facility or a portion of the institutional grounds. Each institution shall develop and shall make public practices and rules to implement this policy. In particular,

2.1. Each Institution shall appoint a person or persons to receive and to administer private party requests for permission to use institutional facilities or grounds for meetings or events.
2.2. Each institution shall designate those facilities, or portions thereof, or portions of the grounds that may be used by private parties for meetings or events, and shall specify whether, when and how private parties may use application in conjunction with their meetings or events. Each institution shall differentiate between meeting rooms and classrooms that are appropriate for meetings involving up to one hundred persons and lecture halls, auditoria, outdoor areas and other places that are appropriate for larger events and gatherings. If an institution elects to permit limited activities for commercial purposes, it shall identify which facilities are available for such purposes and shall indicate what kinds of commercial purposes may be pursued in the facilities.

2.3. Each institution shall designate those days, including finals week and the week preceding it, when facilities and grounds will not be available for private meetings or events.

2.4. Each institution shall establish and publicize local rules to implement this policy. These rules shall provide, at minimum, that

2.4.1. Private parties may request permission to use institutional facilities or grounds for meeting or events that will not interfere with the use of the facilities by the institution or institutionally affiliated organizations.

2.4.2. Private parties seeking permission to use institutional facilities or grounds shall complete and submit written applications on forms developed by the institution.

2.4.3. Private parties requesting permission to use facilities or grounds for events shall submit completed forms and all necessary attachments no less than three (3) working days prior to the date on which they wish to use the facilities or grounds.

2.4.4. Private parties may not reserve facilities or grounds for regularly scheduled meetings, thereby precluding institutional uses of the facility.

2.4.5. Private parties who have been granted permission to use institutional facilities shall agree to abide by all institutional regulations and shall not publicize their meetings or events in ways that suggest co-sponsorship by the institution.

2.4.6. Private parties shall agree to restore facilities and grounds to the state of cleanliness and repair in which they found them or to pay for custodial or repair services at standard university rates and for extraordinary restoration or replacement expenses at cost.

2.4.7. Private parties shall agree to avoid actions that disrupt pedestrian or vehicular traffic on campus grounds, interfere with the instructional, research, service or administrative activities of the institution or disrupt meetings or events sponsored by the institution or other private parties.

Private parties shall agree to comply with limitations on use of amplification equipment.

2.4.8. Private parties seeking permission to use facilities for commercial purposes or to sponsor events with planned attendance of five hundred people or more shall provide security and shall purchase event insurance in the amount of one million dollars, naming the State of South Dakota, the Board, the institution and their officers, agents and employees as named insureds.
2.4.9. Private parties may be charged fees at published rates to cover the costs institutions incur to provide private parties access to the selected facilities or grounds and to maintain and to repair of such facilities; however, any such fee(s) must be based on definite and objective criteria that are not content-based.

2.4.10. Private parties may be allowed to purchase at published rates institutional services to prepare the facilities for private use, to monitor use of the facilities during meetings or events and to restore the facilities to the prior state.

2.4.11. Private parties wishing to serve, or to offer for sale, food or beverages shall make any necessary arrangements with the institutional food service provider, if applicable.

2.5. Each institution shall establish procedures to implement its local rules. These procedures shall provide, at minimum, that

2.5.1. Copies of the Board and institutional rules, information about institutional facilities and grounds available for use by private parties, schedules of fees and all forms needed to apply for permission shall be published, together with contact information to enable readers to obtain clarification of the meaning or application of rules or assistance in completing applications.

2.5.2. Private parties seeking permission to use institutional facilities or grounds shall complete and submit written applications on forms prepared by the institution, together with all necessary documentation.

2.5.3. Private parties seeking permission to use facilities or grounds for events shall submit the required written documentation no less than three (3) working days prior to the date on which they wish to use the facilities or grounds.

2.5.4. The institution shall act upon applications no later than the third (3rd) working day after receipt of a completed application.

2.5.5.1. The applications, and all required attachments, have been completed; and

2.5.5.2. The meetings or events have lawful purposes and would otherwise be consistent with this policy and the institutional rules that implement it will comply with the requirements and limitations contained in this policy and the institutional policy(ies) or rule(s) that implement it.

2.5.5.3. The meetings or events pose no risk of harm to persons or property;

2.5.5.4. The meetings or events will not disrupt the intended use of the facilities or grounds by the institution, its students, staff or other visitors;

2.5.5.5. The meetings or events will take place at times during the academic calendar when private parties are permitted to schedule such uses of facilities or grounds;
2.5.5.6. The private parties agree to abide by requirements of this policy and the institutional rules that implement it; and

2.5.5.7. The meetings or events will not conflict with previously scheduled institutional or private activities.

2.5.6.2.5.4. If the institution denies an application for a meeting or event, it shall provide the private party with a written explanation for the denial.

2.5.6.1. The denial shall be effective upon the earlier of, actual communication to the applicant, transmission of an electronic message containing the written denial to the applicant or deposit of the written denial in the United States mail.

2.5.7.2.5.5. The institution may deny applications for meetings or events only if,

2.5.7.1.2.5.5.1. The private party has failed to comply with the requirements of § III (E) (5), above, or the meeting or event or the requested schedule otherwise does not meet the standards stated in that section.

2.5.7.1.1.2.5.5.1.1. If permission is denied due to a conflict with the academic calendar or with previously scheduled activities, the institution shall propose an alternative facility or place if available for the same time, or an alternative time, if available, for the same place.

2.5.7.2.2.5.5.2. The private party has on prior occasions made material misrepresentations regarding the nature or scope of a meeting or event previously permitted or has violated the terms of prior use agreements.

2.5.7.3.2.5.5.3. Any of the following grounds are present:

2.5.7.3.1.2.5.5.3.1. The application for permit contains a material falsehood or misrepresentation;

2.5.7.3.2.2.5.5.3.2. The applicant is legally incompetent to contract or to sue and be sued; or

2.5.7.3.3.2.5.5.3.3. The applicant has on prior occasions damaged institutional property and has not paid in full for such damage, or has other outstanding and unpaid debts to the institution.

2.5.7.4.2.5.5.4. Private persons whose prior conduct would justify denial of permission to use facilities or grounds may not avoid denial by creating new organizations, by associating themselves with other private organizations or by otherwise associating themselves with others for the purposes of avoiding denial of permission under this section.

2.5.6. A written denial shall advise private parties of their right to appeal the denial by filing a signed, written appeal with the official designated by the institutional chief executive officer to receive such appeals. Any denial issued pursuant to this policy shall be deemed effective upon the earlier of, actual communication
to the applicant, transmission of an electronic message containing the written denial to the applicant, or deposit of the written denial in the United States mail.

2.5.7.5.2.5.6.1. The appeal must be presented on the approved form.

2.5.7.6.2.5.6.2. The person receiving the appeal shall not be the same official who issued the original denial.

2.5.7.7.2.5.6.3. The completed written appeal must be presented within five (5) working days after the denial was communicated, transmitted, or deposited in the mail-issued.

2.5.7.8.2.5.6.4. The appeal shall state specifically facts that, if proven, would demonstrate

2.5.7.8.1.2.5.6.4.1. That the denial was based upon an incorrect assessment of material fact or

2.5.7.8.2.2.5.6.4.2. That it involved a misinterpretation, misapplication or violation of the requirements of Board or institutional policy.

Mere conclusions, general allegations and speculative statements cannot establish a factual ground for the claim that Board or institutional policy has been misinterpreted, misapplied or violated.

2.5.7.9.2.5.6.5. The institution will respond to such appeals via email within two (2) working days after their receipt by the institution. Should the institution deny the appeal, it shall provide in its response the procedure for appealing the decision to the institutional chief executive officer.

2.5.7.9.1. The institution may determine that it shall address the concerns raised by the private party and shall determine whether denial was grounded in fact and proper under § III (E)(7).

2.5.7.9.2. The institutional response shall be effective upon the earlier of, actual communication to the applicant, transmission of an electronic message containing the written denial to the applicant or deposit of the written denial in the United States mail.

2.5.7.10.2.5.6.6. If the private person remains dissatisfied, the private person may appeal to the institutional chief executive officer by filing a written appeal on the same approved form within five working days after the institution issued its response.

The appeal to the institutional chief executive office shall state specifically the grounds for believing that the grounds for denial misinterpreted, misapplied or violated the requirements of Board or institutional policy.

2.5.7.11.2.5.6.7. The institutional chief executive officer shall have fifteen ten (10) working days after receipt of such an appeal to conduct such an investigation as may be warranted under the circumstances and to issue a written decision addressing the concerns raised by the private party, and determining whether denial was proper under §III (E) (7), and if the
appeal is denied, informing the private party of the discretionary appeal to the Executive Director of the Board of Regents.

2.5.7.11.1. The decision of the institutional chief executive officer shall be effective upon the earlier of, actual communication to the applicant, transmission of an electronic message containing the written denial to the application or deposit of the written denial in the United States mail.

2.5.7.12.2.5.6.8. After exhausting institutional appeals, the private party may appeal the determination of the institutional chief executive officer by submitting a written appeal to the Executive Director of the Board of Regents within ten (10) working days from the effective date in the institutional chief executive officer decision. Such an appeal shall include the application, the denial, the appeals and decisions exchanged at the institutional level, and the required appeal form.

2.5.7.13.2.5.6.9. The Executive Director of the Board of Regents shall have fifteen (15) working days after receipt of such an appeal to review the appeal and its documentation and to determine whether to attempt to mediate a resolution. Within ten (10) working days thereafter, the Executive Director shall either issue a preliminary recommendation or refer the matter to a hearing examiner to determine whether the matter presents contested issues of material fact warranting a hearing or whether denial was proper under § III (E) (7) as a matter of law.

2.5.7.13.1.2.5.6.9.1. If the Executive Director issues a preliminary recommendation that would deny the private party relief, the private party shall be allowed ten (10) working days from the transmission or deposit in the mails of the Executive Director’s written response to provide reasons why that response should not become final. The recommendation of the Executive Director and any responses by the private party will be forwarded to the Board at the next regularly scheduled meeting.

2.5.7.13.2.2.5.6.9.2. If the Executive Director appoints a hearing examiner using the contested case proceedings pursuant to SDCL ch. 1-26, the hearing examiner shall contact the institution and the private party within ten (10) working days from the date of appointment to schedule any necessary exchanges of authorities, hearings or evidentiary hearings.

2.5.7.13.3. All parties to the dispute have the right to obtain witnesses and present evidence. The institution will cooperate with the hearing examiner in securing witnesses and in making available specifically identified and relevant documentary and other evidence requested by the private party, to the extent not limited by contract or law. The parties to the grievance will have the right to cross examine witnesses. Where a witness cannot or will not appear, but the hearing examiner determines that the interest of justice requires admission of their statement, then
the hearing examiner will arrange for a deposition. The hearing examiner may grant continuances when requested by either party to enable either party to investigate evidence, or for any other reason deemed appropriate. The hearing examiner will keep a record of the proceedings.

2.5.7.13.3.1. The hearing will not be conducted under strict rules of legal evidence and is not a contested case. Every possible effort will be made to obtain the most reliable evidence.

2.5.7.13.3.2. 2.5.6.9.2.1. The hearing examiner will make a recommendation to the Board which will take the form of findings, conclusions and an order of disposition and will be issued within fifteen working days of the hearing or of the expiration of any briefing schedule established by the hearing examiner. A copy of the recommendation will be provided to the institution and to the private party. The recommendation must be based solely on the record, pertinent institutional and Board policies, this agreement and the law of the land.

2.5.7.13.4. 2.5.6.9.3. The Board will make a final decision based upon the recommendation of the hearing examiner or the Executive Director where a matter is to be resolved as a matter of law. In addition, it may review the record pertinent to the issues and may hear testimony from individuals as it deems appropriate. Such decision will be made at the next regularly scheduled Board meeting following receipt of the recommendation, provided the recommendation is received not less than ten working days prior to the Board meeting. If not received in time, the recommendation will be acted upon at the subsequent meeting. If the Board rejects or modifies the recommendation of the hearing examiner or the Executive Director, the Board will provide the institution and the private party with the reasons for rejecting or modifying the recommendation. Appeals from the decision of the Board will be governed by SDCL ch 1-26.

2.5.7.14.2. 5.6.10. Appeals from the decision of the Board will be governed by SDCL ch 1-26.

FORMS / APPENDICES:
None

SOURCE:
BOR August 2007; BOR April 2009; BOR December 2018
SUBJECT: Acceptable Use of Information Technology Systems

NUMBER: 7:1

A. PURPOSE

The Board acquires, maintains and operates information technology systems to support administrative, research, instructional and service functions of the universities and special schools. This policy serves to assure the optimum functioning of these information technology systems that support the administrative, research, instructional and service functions of the universities and special schools and to protect them from abuse and from unlawful or other misuse. By using the electronic information and communications systems, users agree to abide by all relevant policies and procedures, as well as all current federal, state, and local laws.

B. DEFINITIONS

1. Information Technology Systems: Technology that includes any and all electronic means used to create, store, access, transmit, and use data, information or communications in the conduct of administrative, instructional, research or service activities.

C. POLICY

1. Information Technology Devices and Systems Subject to this Policy

Information technology Systems include any and all electronic means used to create, store, access, transmit, and use data, information or communications in the conduct of administrative, instructional, research or service activities. These systems include, devices now in existence, or to be invented, that serve such purposes.

1.1. Devices provided or supported by a regental university including desktops, laptops, iPads, cell phones, or any other electronic device used to access technology systems are subject to this policy.

1.2. Privately owned information technology devices will be subject to all policies governing system use, including those involving administrative access to system components, while actively connected to the system.

1.2.1. Persons wishing to use privately owned information technology devices to access Board information technology services may be required to demonstrate to the satisfaction of the Chief Information Officer that their devices and software conform to the specifications of the information technology systems.
1.3. **By using the electronic information and communications systems, users agree to abide by all relevant policies and procedures, as well as all current federal, state, and local laws.**

2. **Selection and Operation of Information Technology Systems**

Information technology systems can only achieve their intended purposes if they operate in an integrated fashion. Therefore, the selection, purchasing, allocation, installation, maintenance, replacement and governance of electronic information and communications systems necessarily involve the governmental policy-making responsibilities of the Board.

2.1. In its sole discretion, the Board shall select, purchase, allocate, install, maintain, replace and regulate the hardware, software or support services that comprise its information technology systems.

2.2. The Board will make reasonable effort to support specialized information systems needed for research.

2.3. The Board will determine the extent of the authority granted to each user to access its information technology systems.

2.4. The Board will regulate uses that affect system performance or availability of system resources.

3. **Administrative Monitoring, Access and Disclosure of Information Technology Systems Data or Contents**

3.1. The Board safeguards the privacy and confidentiality of information and communications systems in accordance with relevant laws, regulations, and policies. While the Board permits limited personal use of the communications components within its information technology systems, persons availing themselves of this privilege do not acquire a right of ownership or privacy in communications transmitted or stored on university information technology resources.

3.2. The Board Routinely monitors aggregate information technology system usage to assure proper system operation, but it does not routinely monitor use of information technology systems. Nevertheless, the Board will access components of information technology systems to:

- **e**Conduct routine operation, troubleshooting, audit, maintenance or security activities;

- **i**nvestigate activities that disturb optimum information technology system operations;

- **r**ecover documents or files needed for instructional, research, service or business activities;

- **r**espond to health or safety emergencies;

- **i**nvestigate violations of law, policy or rule;

- **r**espond to inquiries properly initiated under law.

3.2.1. Routine maintenance may include remote access to components of information
technology systems to install anti-virus programs, software updates or for other purposes designed to assure the integrity and optimal functioning of the information technology systems.

3.2.2. In the event that administrative monitoring of system operation or investigating apparent policy violation necessitates the inspection of a privately owned information technology device, the owner will be deemed to have consented to its inspection at all times when the device is actively connected to the information technology systems.

3.3. Individual users with access to communications components within the Board’s information technology systems may access or disclose the content of communications in which they are intended correspondents; provided that the disclosure does not involve an unacceptable use under this policy or otherwise involve a violation of law, regulation or policy.

3.4. Reasonable administrative access to information technology and communication systems for purposes other than routine operation, troubleshooting, audit, maintenance or security activities, will be authorized by the Board’s Chief Information Officer (or such subordinates as that officer may designate), for good cause shown. The following circumstances illustrate, but do not limit, situations where access may be provided, with or without notice in accordance with law:

3.4.1. When requested by the Board of Regents General Counsel, or an attorney designated by the General Counsel for such purposes, in order to respond to a court order, subpoena, search warrant or other such duly issued mandate;

3.4.2. When requested for necessary business purposes by an appropriate system or institutional official, including, but not limited to, the Board of Regents General Counsel, or an attorney designated by the General Counsel to represent the institution, Chief Human Resources Officer, or the Vice President with administrative responsibility and supervision over the administrative unit, functions and staff that use the components of information technology systems for which access is sought;

3.4.3. When requested in furtherance of the legal, regulatory, or other applicable duties of the institution or the system;

3.4.4. When requested in the course of investigating potential violations of policy, rule or law; or

3.4.5. When requested in the course of responding to a health or safety matter.

4. Acceptable Use of Information Technology Systems

Use of the Board’s information technology systems is a privilege and requires that individual users act responsibly. Individual users must respect the rights of other users, respect the integrity of the systems, and observe all relevant laws, regulations, and contractual obligations. Since electronic information is volatile and easily reproduced, users must exercise care in acknowledging and respecting the work of others through strict adherence to software licensing agreements, copyright, patent, trademark and trade secret laws. When accessing remote resources from Board or institutional facilities, users are responsible for following the
policies of the Board:

4.1. Authorization to access the information technology systems is granted only to support the administrative, research, instructional and service functions of the universities and special schools.

4.2. Authorized users may use the systems for incidental personal purposes provided that such use does not:

4.2.1. Directly or indirectly interfere with the Board’s operation of such systems;
4.2.2. Interfere with the user’s employment or other obligations to the Board,
4.2.3. Burden the Board with noticeable incremental costs, or
4.2.4. Violate law or Board policy.

5. Unacceptable Use of Information Technology Systems

Notwithstanding any other provision of policy, certain uses of information technology systems are unacceptable, and persons who engage in such uses may be denied access to information technology systems peremptorily and referred for disciplinary action.

5.1. Unacceptable use includes, but is not limited to, the following attempted or completed actions:

5.1.1. Infringing intellectual properties, including copyrights, patents, and trademarks;
5.1.2. Disclosing trade secrets or other information resident in the systems that is private, confidential or privileged;
5.1.3. Violating intellectual property licensing agreements;
5.1.4. Interfering with the normal operation of electronic communication resources, including, without limitation:

- Modifying, damaging or removing, without proper authorization, electronic information or communications system components or private electronic information or communications resources belonging to other users;
- Encroaching upon others’ access and use of the electronic information and communications system, as exemplified, without limitation, by sending excessive numbers of messages, printing excessive copies, running grossly inefficient programs when efficient alternatives are available, attempting to crash or tie up electronic communications resources;
- Intercepting, monitoring or otherwise conducting surveillance of communications, whether live or stored, of others;
- Developing or using programs such as, but not limited to, viruses, backdoors, logic bombs, Trojan horses, bacteria, and worms that disrupt other users, access private or restricted portions of the system, identify security vulnerabilities, decrypt secure data, or damage the software or hardware components of an electronic communications resource; provided that supervised academic research into such mechanism may be conducted upon the review and approval of the chief institutional academic affairs officer and
the Board’s Chief Information Officer (or such subordinates as that officer may designate), as to matters involving the compatibility of such research with the proper functioning of the information and communications systems;

- Installing or attaching any equipment to the electronic information and communications system without the prior approval of the Board’s Chief Information Officer (or such subordinates as that officer may designate);

5.1.5. Accessing electronic information or communications systems without proper authorization, intentionally enabling others to do so, or exceeding authorization;

5.1.5.1. Any superior who directs a subordinate to access electronic information systems under circumstances that exceed the authorized access of the institution or organizational unit will be deemed to have indirectly exceeded authorized access and will be subject to discipline.

5.1.5.2. Subordinates who decline to exceed authorized access to electronic information systems or who report efforts to induce them to do so will not, for those reasons, be subject to adverse employment action.

5.1.6. Disclosing, without authorization, the password of a password-protected account;

5.1.7. Using the system in an unlawful or tortious manner, in ways involving obscene materials or in violation of Board policies, including, without limitation:

5.1.7.1. Using electronic information or communications systems for criminal purposes, including, without limitation, SDCL §§ 22-19A-1 (stalking); 22-22-24.2 (possession, manufacture or distribution of child pornography); 43-43B-1 (unlawful uses of computer systems); Omnibus Crime Control and Safe Streets Act of 1968 (unlawful interception of communications); Computer Fraud and Abuse Act (unlawful access to computer systems); Protection of Children Against Sexual Exploitation Act of 1977 (trafficking in child pornography);

5.1.7.2. Distributing fraudulent, libelous, slanderous, harassing, threatening, or other tortious communications;

5.1.7.3. Creating, downloading, exchanging or possessing obscene material as defined by SDCL § 22-24-27, unless previously authorized for bona fide instructional or research purposes;

5.1.7.4. Harassing individuals in violation of Board policies proscribing harassment;

5.1.8. Using the identity of another user without the explicit approval of that user, or masking the identity of an account or machine or person:

5.1.9. Creating the false impression that the user has authority to represent, give opinions, tender endorsements or otherwise make statements on behalf of the Board or the institution:

5.1.10. Using the information and communications system for partisan political purposes, in violation of SDBOR Policy 4:21, or where the message could be reasonably construed as expressing the position of the institution itself other than the expression of private political views by participants in otherwise permitted
communications, so long as the user specifically disclaims any support, endorsement, or opposition by the Board for the views so expressed;

5.1.11. Using the information and communications system for the purpose of sectarian purposes, to provide sectarian instruction or to benefiting of any sectarian or religious society or institution in violation of Article 6, § 3 of the SD Constitution, other than the use of religion-based rationale or expression by participants in otherwise permitted communications, so long as the user specifically disclaims any support, endorsement, or opposition by the Board for the views so expressed;

5.1.12. Using the information and communications system for advertising, solicitations or promotions or other private commercial purposes, including personal purposes, except as permitted under Board policy or with the appropriate approval;

5.1.13. Using institutionally created mailing lists without specific prior authorization which may be granted solely for purposes of communicating institutional messages to recipients

6. Temporary Suspension of Privileges and Disciplinary Measures

Authorized users will be subject to discipline for violation of this policy.

6.1. When alleged violations of this policy come to the attention of the Board’s Chief Information Officer (or such subordinates as that officer may designate), the Chief Information Officer shall investigate the allegations and may temporarily suspend access privileges if necessary or appropriate to maintain the integrity of the system or to comply with the system’s legal obligations.

6.1.1. Temporary suspension of access privileges is not a disciplinary action, but it will be deemed to be a grievable matter.

6.2. Users, when requested, will cooperate with institutions in the investigation of suspected violations of this policy. Failure to cooperate may result in suspension of access to the systems or to discipline.

6.3. If the investigation establishes reasonable grounds to believe that a user has violated this policy, the Board’s Chief Information Officer (or such subordinates as that officer may designate) shall initiate disciplinary proceedings.

6.3.1. The procedural and appeal rights of users will be based upon rights provided to similarly situated employees or students.

6.3.2. To the extent that any employee or student disciplinary code or procedure is inconsistent with the requirements of this policy, this policy shall control.

6.4. Where the facts that would trigger disciplinary action under this policy may also constitute a criminal infraction under any state or federal law it may be reported to responsible authorities, whether or not disciplinary action is initiated.
FORMS / APPENDICES:
None

SOURCE:
BOR October 2008; October 2013; BOR December 2018.
FYI – COHE written responses.

While broadly interpreted, the rule changes "look like" they are supporting free speech, two subtle changes appear to INCREASE restrictions on faculty.

https://www.sdbor.edu/the-board/agendaitems/2014AgendaItems/2018%20Agenda%20Items/October/5_B1_BOR1018.pdf

On page 7, the new policy removes the statement, for no apparent reason, "without Board or institutional discipline or restraint, on scholarly matters". This seems to imply the threat of punitive action by BOR or individual institutions on employees.

Additionally, on page 46, the statement is added "without the use of Board information and communication technology systems", which 1. Implies that the board will now be monitoring all communications, and 2. combined with the removal of penalty protections (see p7 above), gives them broad latitude to censor any faculty freedom of speech.

Whether these changes would stand up to court review is unsure, but combined with depressed faculty wages, and lack of cost of living increases, combine to make South Dakota an inhospitable environment for faculty recruitment.

Mark Geary
COHE President
MEMORANDUM

To: Paul B. Beran, CEO & Executive Director, South Dakota Board of Regents
From: Azhar Majeed, Vice President of Policy Reform, Foundation for Individual Rights in Education (FIRE)
Date: September 30, 2018
Re: Speech Policy Revisions by the South Dakota Board of Regents

Introduction

This memorandum will cover the Foundation for Individual Rights in Education's (FIRE's) analysis of the South Dakota Board of Regents’ most recent policy revisions regarding free speech rights on campus. We hope FIRE's commentary will be helpful during the Regents’ October 2-4 meeting, and we look forward to continuing the dialogue as the Regents and their member institutions work on revising their speech-related policies.

This memorandum will cover each of the current policy revision drafts, one by one.

I. Harassment including Sexual Harassment (Policy 1:17)

This policy comes close to meeting the Supreme Court’s governing standard for student-on-student (or peer) hostile environment harassment in the educational setting. Since it falls slightly short of that legal standard, however, FIRE recommends a slight further revision.

Under the standard set forth by the Supreme Court, alleged peer harassment must be conduct that is ‘so severe, pervasive, and objectively offensive, and that so undermines and detracts from the victims’ educational experience, that the victim-students are effectively denied equal access to an institution’s resources and opportunities.” Davis v. Monroe County Board of Education, 526 U.S. 629, 651 (1999). As the Court’s only decision to date regarding the substantive standard for peer harassment in education, Davis is controlling on this issue. Moreover, the Davis standard properly balances schools’ dual obligations to both address harassing conduct and respect free speech rights.

The revised draft of this policy defines actionable harassment, in relevant part, as “[c]onduct toward another person that is severe or pervasive enough to create an objectively and subjectively intimidating, hostile or demeaning environment. . . .” As the
Davis standard requires that the conduct in question be both severe and pervasive, as well as objectively offensive, it prevents constitutionally protected expression from being erroneously labeled as hostile environment harassment. The Regents are advised to adopt this stringent, speech-protective standard in place of the “severe or pervasive” formulation that the draft currently employs in section 2.B.1.

Additionally, FIRE would be pleased to offer our recommendations with respect to section 2.B.2, which is currently marked as “reserved.”

II. Student Code of Conduct (Policy 3:4)

Under the “Prohibited Conduct” section (section 3), the Student Code of Conduct would benefit from the currently suggested change in subsection C.7, which would remove the ban on “abusive messages.” Likewise, the proposed elimination of subsection D.5.b is another positive change that would remove a vague regulation of speech protected by the First Amendment.

However, with respect to subsection D.5.a, FIRE recommends the same further revision as we do with respect to Policy 1:17 on Harassment including Sexual Harassment. For the reasons discussed in the previous section of this memorandum, FIRE recommends that, rather than utilize a “severe or pervasive” standard for harassment, the Regents consider incorporating the full legal standard from the Supreme Court’s decision in Davis v. Monroe County Board of Education, i.e., conduct that is sufficiently severe, pervasive, and objectively offensive.

Lastly, with respect to subsection I—which is currently marked as “reserved”—we would be pleased to offer our recommendations for any policy language that is set forth in the future.

III. Political Activity (Policy 4:21)

This policy includes a few vague provisions that may restrict or chill faculty members’ political speech.

First, subsection 3.A states that employees of the Board of Regents may “[t]ake an active part in political management, political campaigns, or non-political activities,” but in doing so may not use “Board information and communication technology systems, Board services or Board property.” It is unclear what the extent of this regulation would be, but if it would mean, in application, that faculty members are not allowed to use their university email addresses—or even university network resources, when using their personal email accounts—to engage in political commentary, forward political messages to their colleagues, and the like, then subsection 3.A would be an abridgement of their First Amendment right to political speech. Likewise, it is unclear what “non-political activities” may fall within the scope of this provision. If the intention is to limit any and all non-political expression when using university networks or resources, that too is an untenable restriction of faculty members’ free speech rights.
FIRE recommends that, in place of this provision, the Regents broadly allow employees, including professors, to engage in a wide swath of political speech and activity—and that it only limit such expression when it constitutes campaign activity for a particular political candidate. By utilizing this narrower regulation, the Regents could still prevent the use of university resources and property in service of a particular candidate, without needlessly restricting core First Amendment rights.

Second, subsection 5 states that “employees should make every effort to indicate that they are not speaking or writing as institutional or Board representatives.” Employees, including faculty members, should be strongly presumed to speak on behalf of themselves as individuals—a presumption that is ordinarily overcome only when they expressly hold themselves out as speaking on behalf of the institution and representing its views. The current iteration of subsection 5 turns this presumption on its head, requiring employees to make an affirmative declaration that they do not speak for their institution. Accordingly, FIRE recommends that the Regents modify this provision to make clear that employees are strongly presumed to speak for themselves as individuals—and to make clear that they will only be considered to impermissibly speak for the school when they explicitly hold their position out as such.

**IV. Facilities Use by Private Parties (Policy 6:13)**

Much of this policy falls outside the scope of FIRE’s mission, which is to defend the individual rights of students and faculty members on college campuses, as opposed to non-university-affiliated individuals and groups. However, the procedures and principles set forth in this policy appear to be sound, reasonable accommodations of the right of non-university-affiliated individuals and groups to use campus grounds and facilities for expressive activity.

With respect to subsection 3.D.9 and its imposition of fees on private parties, FIRE would be pleased to offer our recommendations. In particular, while we note that this provision mandates such fees to be “based on definitive and objective criteria that are not content-based,” we also note that the criteria are not specified therein. We would be pleased to review any criteria that are decided upon at the institutional level and to offer our analysis and recommendations as to how the criteria can be best set forth to avoid content- or viewpoint-based regulation of expressive activity and related problems of selective enforcement.

**V. Acceptable Use of Information Technology Systems (Policy 7:1)**

This policy does not present any significant First Amendment concerns and appears to be narrowly drawn to address the Regents’ interests in maintenance of properly functioning information technology systems.
Under the “Unacceptable Use” section, subsection 7.d, the policy prohibits harassing individuals with reference to “Board policies proscribing harassment.” On this subject, FIRE would simply refer back to the discussion from earlier in this memorandum regarding Policy 1:17 (“Harassment including Sexual Harassment”), which provides our recommendations for how the Regents can more narrowly define harassment to avoid infringements upon protected speech. Likewise, subsection 10 bans use of the information and communications system “for partisan political purposes,” with reference to Policy 4:21 (“Political Activity”). On this point as well, FIRE would refer back to our recommendations regarding that particular policy.

Lastly, subsection 11 prohibits use of the information and communications system “for the purpose of benefitting any sectarian or religious society or institution.” To the extent this regulation would be enforced to prevent incidental messages asking for donations to a religious institution or participation in a religious institution’s community event, it would be needlessly restrictive. FIRE suggests that the Regents would still be able to achieve their objective with a narrower provision that limits large quantities of messages (as defined by the policy) that are aimed at “benefitting any sectarian or religious society or institution.”

VI. Commitment to Freedom of Expression (Policy 1:32)

FIRE would be pleased to see the Regents adopt the “Commitment to Freedom of Expression” in its current, proposed form. This policy statement is an excellent adaptation of the “Report of the Committee on Freedom of Expression” at the University of Chicago (better known as the “Chicago Statement”). Accordingly, FIRE would be glad to see this endorsement of free speech principles become codified by the Regents, and to include the member institutions governed by the Regents on our list of university administrations and faculty bodies that have adopted their own version of the Chicago Statement.

VII. Recognition and Funding of Student Organizations (Policy 3:18)

FIRE views this policy as a sound and reasonable set for procedures for recognizing and funding student groups. In particular, the discussion of expressive association in section 2 is helpful in ensuring that student groups that seek to restrict membership or leadership on a limited basis, pursuant to their shared views and beliefs, will not face backlash on the grounds that they run afoul of institutional non-discrimination requirements.

Conclusion

Once again, FIRE hopes that our analysis will help to guide part of the discussion during the Regents’ October 2-4 meeting and beyond. We would be pleased to assist the Regents in any other way with its policy deliberations.
Student Organizations

When students foray into public discourse through their student organization activity, they can and ought to be exposed to opposing viewpoints. We see that SDBOR Policy encourages this free exchange of ideas, even in circumstances that might cause discomfort or even offense and we embrace this broad acceptance of First Amendment freedoms. The question left unanswered by the policy as written is whether student organizations will be required to allow these opposing viewpoints to drown out the organization’s expressive purpose.

Many student organizations are created for the specific purpose of advocating or expressing particular ideas. For example, PAVE-USD was created to spread awareness about sexual violence and to provide resources for victims and to empower students to stand up against sexual violence. The organization comports with the University’s anti-discrimination policy and would not, of course, attempt to interfere with students’ ability to express opposing viewpoints. Yet, as an organization which is created for the specific purpose of creating an atmosphere conducive to empowering sexual assault victims, its expressive mission would be completely undermined by a speech policy that required it to give its name, support and platform to a student that, for example, argued that most sexual assault claimants were making false claims. Such a claim is not illegal, defamatory of a specific individual, is not a genuine threat or harassment and does not violate privacy interests. It would also not appear to be incompatible with the functioning of the institution. Thus it would seem to be protected by SDBOR Policy 1:32. Yet it would require PAVE to allow its expression to be diluted or even drowned in the interest of the other party’s free speech rights.

PAVE’s right to expressive freedom could be impaired by a policy that precludes it from maintaining control of its expressive purpose. In Hurley v Irish-American Gay, Lesbian and Bisexual Group of Boston, 515 U.S. 557 (1995), the United States Supreme Court faced a case in which lower courts found a parade organizer (the South Boston Allied War Veterans’ Council) in violation of a public accommodations law when it prohibited a gay, lesbian and bi-sexual group from participating in its St. Patrick’s Day parade. The parade organizer argued that the message promoted by the group was contrary to the parade’s expressive purpose. In disapproving the lower court’s holding that the parade was a public accommodation requiring admission of all speakers, the Court noted,

under this approach any contingent of protected individuals with a message would have the right to participate in petitioners’ speech, so that the communication produced by the private organizers would be shaped by all those protected by the law who wished to join in with some expressive demonstration of their own. But this use of the State’s power violates the fundamental rule of protection under the First Amendment, that a speaker has the autonomy to choose the content of his own message.

The Court reasoned that when an organization chooses what to say it also may decide what not to say; a choice that is “one important manifestation of free speech.” Id. It is a rare
circumstance in which the state may compel affirmance of a belief when the speaker disagrees. *Id.*

The broad language of the policy seems to permit and perhaps even encourage instances in which a speaker or a student organization is forced to provide a platform for statements that specifically undermine the speaker’s expressive intent. While we endorse the ability of all members of the community to raise issues of importance and express their viewpoints, however much they maybe in derogation of popular belief, we are concerned that there seems to be no protection, or even acknowledgment of, a student organization’s right to control the content of its own speech by refusing to provide a platform to those who would undermine their message.

We appreciate the thoughtfulness with which the drafters crafted this policy and applaud the broad embrace of free speech principles. We believe that with further definition or clarification, all interests, including the pedagogical and expressive can be protected.
To Whom It May Concern:

We are writing with a comment on SDBOR Policy 1:32.

1 - To what extent does the policy, as written, entitle a faculty member to limit the scope, tone and vocabulary of classroom discourse?

Classroom speech

The University is the place where the marketplace of ideas bustles most vigorously. Certainly university students and faculty ought to be confronted with ideas that they find disagreeable, unwelcome or even offensive as they learn to navigate a free society. While professors ought not impede on students’ thoughtful consideration or discussion of academic content, practical and pedagogical considerations at times require restriction on some student speech. SDBOR Policy 1:32 permits the limitation on expressive freedom only to the extent that the limitations are “necessary to the functioning of the institution,” without defining the phrase or showing consideration for different aspects of university functioning. This creates the possibility that classroom instruction could be significantly hampered by the faculty member’s inability or chilled willingness to create and enforce policies that delimit the scope, tone and vocabulary of the classroom.

For example, in the Constitutional Law classroom, the professor has forbidden students from arguing about the cases by use of political talking points. Hence, students are not permitted to argue that “guns don’t kill people, people kill people” in discussing the District of Columbia v Heller case. With controversial cases such as Roe v Wade and NFIB v Sebelius, the imposition of such political claims directly interferes with students’ ability and willingness to analyze the constitutional issues and instead tends to polarize the classroom and devolve the discussion to partisan bickering. Certainly such political speech is fully protected and part of the public discourse on these controversial issues; yet it is also disruptive to the pedagogical aims of the classroom. Similarly, a student studying Human Trafficking may deeply believe that prostitution ought to be fully legalized as an empowered economic choice, but at some point those assertions must be quieted in order for the class to learn the criminological, sociological and psychological theories underlying the academic study of the phenomena.

We suggest that the policy define the phrase “necessary to the functioning of the institution” such that instructors will not be chilled in their ability to properly limit classroom discourse to those issues pertinent to the significant learning outcomes of the course.

Thank you for your consideration,

Bridget Diamond-Welch

Julia M. Helvig

Cassandra Mckee

Sara Lippman

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4228
COMMENT FOR SUBMISSION TO THE SOUTH DAKOTA BOARD OF REGENTS REGARDING THE PROPOSED AMENDMENTS TO THE POLICIES REGARDING FREE EXPRESSION

Blake Meadows, Legal Counsel
Center for Academic Freedom
Alliance Defending Freedom

November 8, 2018
Dear President Schieffer and Members of the Board of Regents:

Alliance Defending Freedom (“ADF”) is grateful to have been a part of the process as the South Dakota Board of Regents has evaluated and revised its policies in an attempt to conform to the demands of the First Amendment. ADF’s Center for Academic Freedom is committed to protecting freedom of speech and association for students and faculty because of the importance of a free and robust marketplace of ideas on campus. ADF’s last letter highlighted a number of unconstitutional policies at colleges and universities in South Dakota. We would encourage the Board of Regents to keep those principles and examples in mind as these policies are finalized.

While the Board of Regents has proposed generally positive changes, and ADF commends the Board of Regents on its work in many regards, there are two particular areas that are still of constitutional concern. First is the Board of Regent’s policy prohibiting funding for religious student organizations. Second is the lack of an effective check on the various subsidiary Colleges and Universities.

Looking first at the funding policy, BOR Policy 3:18(3)(A)(1). The policy prohibits funding that “will be used for sectarian ceremonies or exercises.” Policies that single out and prohibit distributing funding to religious student organizations are unconstitutional because they discriminate against religious viewpoints.\(^1\) The Board of Regents cannot justify this policy by relying upon a similar provision in the South Dakota State Constitution. First, the provision in the South Dakota Constitution does not apply to university funds expended by student organizations on religious activities because that is considered private, not government, expression. Second, even if the South Dakota Constitution prohibited the funding of private religious speech, the Supreme Court recently ruled that a state constitution does not shield the government from its requirement of viewpoint neutrality in allocation of funding.\(^2\)

Regarding the specific policies on campuses throughout South Dakota, ADF’s previous letter to the Board of Regents noted numerous constitutional problems at almost every public university in the state, including South Dakota State University, University of South Dakota, Black Hills State University, Dakota State University, Northern State University, and the South Dakota School of Mines and Technology. ADF also addressed many of these policies in oral testimony. Because ADF’s previous letter and testimony is already in the possession of the Board of Regents, it is unnecessary to repeat the violations here. What is concerning is that these campus policies remain in effect and unaddressed by the Board of Regents in its proposed policy changes.

The Board of Regents has a unique responsibility to not only conform its own policies to constitutional mandates, but also to ensure that the institutions it oversees have constitutional policies as well. ADF would urge this body to take a more proactive role in addressing unconstitutional policies on the campuses of South Dakota’s public universities.

In the last decade, ADF has assisted hundreds of students and student groups of varying religious and political beliefs facing violations of their First Amendment rights on campus. The

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Center for Academic Freedom has achieved an overwhelming success rate in challenging unconstitutional policies. ADF prefers that problems of this nature be dealt with in the Boardroom, by you, rather in the Courtroom, by a judge. This Board of Regents has the unique responsibility and ability to make sure that the policies of the South Dakota public university system respect the First Amendment rights of its students and faculty. We commend the Board of Regents for its attention to this vital matter and urge the Board of Regents to take a hard look at the policies of the various colleges and universities within the state.

Best regards,

Blake Meadows, Legal Counsel
Center for Academic Freedom
Alliance Defending Freedom

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3 For more information on cases represented by the ADF Center for Academic Freedom, visit http://www.centerforacademicfreedom.org/cases/
To: South Dakota Board of Regents  
c/o Katie Hubbart, Board of Regents Academic Affairs Specialist  

From: Josh Sorbe  
Student Body President  
University of South Dakota  

Madison Green  
Student Body Vice President  
University of South Dakota  

Date: November 12, 2018  

Re: Written Testimony on behalf of USD Students – Draft Free Speech Policy Revisions  

South Dakota Board of Regents,

First off, thank you for your consideration of public testimony to the draft free speech policies. More specifically, thank you for your consideration of student testimony to policies that inadvertently affect the daily lives of our system’s 35,737 students. The students of the South Dakota Student Federation have discussed these policies and their implications at length with each other and our respective student senates. The typical student may not be cognizant of these policies’ impact, but they certainly do impact the education we receive. It is therefore incumbent upon student leaders submitting testimony to ensure the best interests of students is preserved.

We are testifying on behalf of the student population at the University of South Dakota, our state’s flagship university. We are the only Regental institution rooted in the liberal arts, the educational bedrock of critical thinking and conflict resolution. Free speech is of great importance to our educational philosophy. However, there are two revisions that we request further clarification on and reconsideration:

1. **BOR Policy 1:17 § 2(B)1:** Our student population does not tolerate harassment in any form. Given the #MeToo movement, a high-profile sexual assault case at our university last year, and numerous student survivor advocacy organizations that have eclipsed 200 members respectively, students have loudly declared their disdain for and intolerance of harassment. Simply put, adopting the “severe or pervasive” standard is counterintuitive to the safety and best interests of our students. If an action creates (or the effects of it create) an environment that is “intimidating, hostile or demeaning”, the promise of equal opportunity has already been violated and a barrier to educational attainment has been created. It is our job to remedy these violations and remove these barriers. The additional standard for harassment to be “severe or pervasive” is unnecessary and would further stifle legitimate reporting – a problem we already see. Adopting the severe-or-pervasive clause shifts the standard of proof overwhelmingly to the victim, inherently requiring a justification that their experience was demeaning enough to be considered “severe or pervasive” – an arbitrary, unspecified standard different to every individual. We recognize and embrace the right to due process and presumption of innocence, but we **encourage the Regents to omit this change in favor of the current standard as a fairer balance for accusers and the accused.**
2. **BOR Policy 3:18 § 3(A):** We would like to request further clarification on this revision. After discussion at South Dakota Student Federation, with campus officials, and with students, the purpose of this revision has been construed in various ways. What effect does the deletion of 3:18 § 3(B) have on funding activities and events of non-eligible organizations? What effect does the removal of referrals to “operational expenses” have on allocations? A memo from the BOR legal staff to the South Dakota Student Federation explaining intentions of this policy and its implications would be greatly appreciated, as student senates are the pocketbooks for student organizations and are the ones administering this policy.

We thank you for the opportunity to testify, and are open for further questions or inquiries via phone at (605) 690-6401 and email at josh.sorbe@coyotes.usd.edu.

Best,

Josh Sorbe  
Student Body President  
University of South Dakota

Madison Green  
Student Body Vice President  
University of South Dakota
To: South Dakota Board of Regents

From:

Matthew Yetter    Ryan Sailors
Executive Director    Chair
South Dakota Student Federation    South Dakota Student Federation

Date: November 10, 2018

Re: Written Testimony on behalf of Regental Students – Draft Free Speech Policy Revisions

South Dakota Board of Regents,

Thank you for allowing student testimony regarding the Draft Free Speech Policy Revisions. As the primary advocates of the 35,000+ students enrolled at South Dakota’s Public University we welcome the opportunity to help guide the board’s decision-making process.

The South Dakota Student Federation is the united voice of the six student governments of the Regental System and seeks to create a collective voice for the 35,000+ students enrolled at South Dakota's Public University. Two executive officers from each of the Student Governments of the State's public university sit on the Board of directors when those twelve members come to consensus it is the responsibility of the Executive Director and the Chair to promulgate their views to the relevant authority.

Internally as a federation we have held many length discussion on these proposed policy revisions and hope to continue working with the Board and its’ staff to create policy in the best interest of the students of South Dakota’s public universities.

We would like the Board to take the following under consideration:

- **South Dakota’s public universities do not have a free speech problem.**
  - From April to May of 2018, we administered the first ever system-wide survey of students’ views on free speech. Of responding students, nearly 80% indicated that they had no concerns about (then) current BOR free speech policies. When asked about examples or personal experiences with free speech, no responses contained any mentions or anecdotal evidence of instances where free speech had been suppressed. Instead, responses indicated that free speech is alive and well in our public university system. In the absence of any evidence to the contrary, we can unequivocally state that no student voices are being silenced, especially among partisan lines. Further, this suggests that voices from across the political spectrum are being heard and welcomed on the campuses of our state’s public universities.

South Dakota Student Federation
Student.Federation@sdbor.edu
https://www.sdbor.edu/student-information/Pages/Student-Federation.aspx
• More research should be done as to the impact of “severe or pervasive.”
  - Any act of Sexual harassment is iniquitous and should not be tolerated, and no perfect standard exists. Nonetheless, some Student Federation members hold concerns over the “severe or pervasive” standard and would prefer that the current standard remain. As a Federation we are unclear how switching this standard will benefit students. Does replacing “purpose or the effect of” with “severe or pervasive” create a higher standard? If so, we fear that this may impact the (already limited) willingness of students to come forward. Additionally, what falls under “severe or pervasive” is well litigated, can the Board make assurances that behavior such as outlined in Weiss v. Coca-Cola Bottling Company of Chicago will meet the Regental standard for “severe or pervasive”?

“For Weiss' claim of sexual harassment to be actionable, the harassment "must be sufficiently severe or pervasive 'to alter the conditions of [the victim's] employment and create an abusive working environment.' " Meritor Sav. Bank, FSB v. Vinson, 477 U.S. 57, 67, 106 S.Ct. 2399, 2405, 91 L.Ed.2d 49 (1986), quoting Henson v. Dundee, 682 F.2d 897, 902 (11th Cir.1982)…. Weiss alleged that Lawrence asked her for dates, called her a "dumb blond," put his hand on her shoulder several times, placed "I love you" signs in her work area and attempted to kiss her in a bar. Lawrence also may have twice attempted to kiss her in the office, though Weiss' deposition testimony is contradictory on this point. In any case, these incidents were also relatively isolated and no more serious than those in Scott. Taking all of Weiss' allegations as true, her claim does not meet the standard for actionable sexual harassment.”

Should anyone have any questions, please contact us at Student.Federation@sdbor.edu

Sincerely,

Matthew Yetter
Executive Director
South Dakota Student Federation
(215)-817-9015

Ryan Sailors
Chair
South Dakota Student Federation
(605)-877-6285

1 Weiss v. Coca-Cola Bottling Company of Chicago. 990 F. 2d 333
Mr. Kevin Schieffer, President  
Mr. John W. Bastian, Vice President  
Mr. Jim Morgan, Secretary  
Mr. Jim Thares, Member  
Mr. Randy Schaefer, Member  
Ms. Pam Roberts, Member  
Ms. Joan Wink, Member  
Mr. David Mickelson, Member  
Mr. Lucas Lund, Member  
South Dakota Board of Regents  
306 East Capitol Avenue, Suite 200  
Pierre, South Dakota 57501-2545

By email to: Nathan.Lukkes@sdbor.edu

Re: Comment Letter on the Board’s Free Speech Policies Affecting All South Dakota Public Institutions of Higher Education

Dear Regents:

The Christian Legal Society (“CLS”) has student chapters at law schools nationwide that have repeatedly been discriminatorily denied funding otherwise available to other student organizations because they engage in religious speech at their meetings. Other religious student groups have encountered the same problem. As this comment letter will detail, denial of access to funding otherwise available to other student organizations is viewpoint discrimination prohibited by the First Amendment of the United States Constitution. As the United States Supreme Court and the United States Eighth Circuit Court of Appeals have both repeatedly held, such viewpoint discrimination is not justified by an appeal to either the federal or state Establishment Clauses.

CLS submits this comment letter in order to help the Board understand why the current language, as well as the proposed language, of ¶ 3.A.1 of Board Policy 3:18, “Recognition and Funding of Student Organizations,” is unconstitutional because it denies eligibility for student activity fee funding if the funding will be used for “sectarian ceremonies or exercises.” The proposed language of ¶ 6.11 of Board Policy 7:1, “Acceptable Use of Information Technology Systems,” is similarly unconstitutional because it deems it an “unacceptable use” of the information technology system to use “the information and communications system for the purpose of benefitting any sectarian or religious society or institution in violation of Article 6, § 3 of the SD Constitution.” Such a prior restraint on religious speech is viewpoint discrimination in violation of the Free Speech Clause of the First Amendment and cannot be justified by a state constitutional provision.
Under controlling Supreme Court and Eighth Circuit precedent, the current and proposed language for ¶3.A.1 of Board Policy 3:18 and ¶ 6.11 of Board Policy 7:1 is blatantly unconstitutional. The First Amendment of the United States Constitution through either the Free Speech Clause or the Free Exercise Clause prohibits discrimination against religious speech. Neither the federal Establishment Clause nor the South Dakota State Constitution, Article 6, § 3, justifies such discrimination against religious speech.

Indeed, because the unconstitutionality of the current and proposed language is so clearly established, Board members are at risk of incurring individual liability for money damages should a religious student organization sue the Board and win a judgment in court that the policy is unconstitutional. And defending such a lawsuit would be a needless waste of South Dakotans’ tax dollars.

1. In *Rosenberger v. University of Virginia*, the United States Supreme Court Held that a Public University Policy that Denied Religious Student Organizations Access to Student Activity Fees Funding Violated the Students’ Freedom of Speech, and Establishment Clause Concerns Did Not Justify a Viewpoint-Discriminatory Policy.

Four landmark United States Supreme Court decisions make clear that a student organization must be *eligible* -- not *ineligible* -- for student activity fee funding “if its predominant activities involve sectarian ceremonies or exercises,” as the current language of ¶ 3.A.1 of Board Policy 3:18 states, or “because it will be used for sectarian ceremonies or exercises,” as the proposed language states.

The leading case is *Rosenberger v. Rector & Visitors of the University of Virginia*, 515 U.S. 819 (1995). The Supreme Court required a public university to pay the printing costs of a religious student organization’s publication that promoted religious viewpoints because the University was paying the printing costs of other student organizations’ publications. The Court held that the University had engaged in viewpoint discrimination against the publication’s religious viewpoint, a particularly egregious violation of the Free Speech Clause. As the Court explained, “[f]or the University, by regulation, to cast disapproval on particular viewpoints of its students risks the suppression of free speech and creative inquiry in one of the vital centers for the Nation’s intellectual life, its college and university campuses.” *Id.* at 836.

In addition, the Court determined that the Establishment Clause would not be violated by the University paying for the printing of a publication that espoused religious viewpoints. *Id.* at 837-845. The Court declared that “[i]f the expenditure of governmental funds is prohibited whenever those funds pay for a service that is, pursuant to a religion-neutral program, used by a group for sectarian purposes, then *Widmar v. Vincent*, 454 U.S. 263 (1981)), [Board of Education v. Mergens* [496 U.S. 226 (1990)], and *Lamb’s Chapel v. Center Moriches Union Free School District*, 508 U.S. 384 (1993)) would have to be overruled.” *Rosenberger*, 515 U.S. at 843.
In upholding the religious student group’s free speech right to access the student activity fees, the Court explained:

The viewpoint discrimination inherent in the University's regulation required public officials to scan and interpret student publications to discern their underlying philosophic assumptions respecting religious theory and belief. That course of action was a denial of the right of free speech and would risk fostering a pervasive bias or hostility to religion, which could undermine the very neutrality the Establishment Clause requires.

Id. at 845–46.

2. In Widmar v. Vincent, the Supreme Court ruled that public university officials could not use a state constitutional provision to justify discriminatory treatment of a religious student group’s religious speech, including religious worship or religious instruction.

In deciding Rosenberger, the Supreme Court relied heavily on its 1981 decision in Widmar v. Vincent, 454 U.S. 263 (1981). The University of Missouri—Kansas City allowed student groups to use classrooms for their meetings, but it withheld recognition of a religious student group that wanted to use meeting space for “religious worship or religious teaching.” Id. at 265.

The Supreme Court held that the University had violated the religious student group’s freedom of speech and freedom of expressive association. Id. at 269. The Court explained that the University had “discriminated against student groups and speakers based on their desire to use a generally open forum to engage in religious worship and discussion. These are forms of speech and association protected by the First Amendment.” Id.

The Court rejected as “a novel argument” the sole dissenter’s claim that “religious worship” was not protected by the Free Speech Clause of the First Amendment. Id. at 270 n.6. Such a distinction, the Court reasoned, lacked “intelligible content” because “[t]here is no indication when ‘singing hymns, reading scripture, and teaching biblical principles,’ cease to be ‘singing, teaching, and reading’ – all apparently forms of ‘speech,’ despite their religious subject matter – and become unprotected ‘worship.’” Id. The Court warned that such a line could not be administered by university officials or courts because “[m]erely to draw the distinction would require the university – and ultimately the courts – to inquire into the significance of words and practices to different religious faiths, and in varying circumstances by the same faith.” This inquiry “would tend inevitably to entangle the State with religion in a manner forbidden by our cases.” Id. (citation omitted). Finally, the Court rejected the distinction as “lack[ing] a foundation in either the Constitution or in our cases” and “judicially unmanageable.” Id. at 271 n.9. See also, Rosenberger, 515 U.S. at 845-846.
The University claimed that the federal Establishment Clause justified its discriminatory treatment of “religious worship” and “religious teaching.” *Id.* at 270. But the Supreme Court held to the contrary. The federal Establishment Clause is not violated by granting a religious student group access to meeting space otherwise available to other student groups. *Id.* at 270-275. Indeed, the Supreme Court agreed with the Eighth Circuit Court of Appeals, in its earlier ruling for the religious student group and against the University, that:

[T]he University would risk greater “entanglement” by attempting to enforce its exclusion of “religious worship” and “religious speech.” See *Chess v. Widmar*, 635 F.2d 1310, 1318 (CA8 1980). Initially, the University would need to determine which words and activities fall within “religious worship and religious teaching.” This alone could prove “an impossible task in an age where many and various beliefs meet the constitutional definition of religion.” There would also be a continuing need to monitor group meetings to ensure compliance with the rule.

*Id.* at 272 n.11 (citations omitted). Note that the Court reiterated this concern, *i.e.*, that the Establishment Clause would be violated by University officials’ determination that a student publication was “proselytizing” and therefore ineligible for student funding, in *Rosenberger*. 515 U.S. at 834, quoting *Widmar*, 454 U.S. at 272 n.11.

The Court also rejected the University’s claim that the Missouri Constitution justified its refusal to provide meeting space to a religious student group that engaged in religious worship and religious instruction. *Id.* at 275-276. Specifically, the University’s policy stated that its “general prohibition against use of University buildings and grounds for religious worship or religious teaching is a policy required, in the opinion of The Board of Curators, by the Constitution and laws of the State and is not open to any other construction.” *Id.* at 265 n. 3. The University claimed that “the State of Missouri ha[d] gone further than the Federal Constitution in proscribing indirect state support for religion.” *Id.* at 275. And, indeed the Missouri Supreme Court had so held in other cases. *Id.* at 275 n.16 & 17. Saying that it did not need to know how the state supreme court would rule on the issue of religious student groups’ access, the United States Supreme Court declared that “the state interest asserted here – in achieving greater separation of church and State than is already ensured under the Establishment Clause of the Federal Constitution – is limited by the Free Exercise Clause and in this case by the Free Speech Clause as well.” *Id.* at 276. Therefore, the Court was “unable to recognize the State’s interest as sufficiently ‘compelling’ to justify content-based discrimination against [the student group’s] religious speech.” *Id.* This principle that a state constitutional provision does not justify a violation of the Free Exercise Clause or Free Speech Clause was seen again recently in the Supreme Court’s decision in *Trinity Lutheran Church v. Comer*, 137 S. Ct. 2012 (2017).
3. Under the Supreme Court’s decision in *Board of Regents v. Southworth*, if student activity fees are not allocated in a viewpoint neutral manner, a university’s imposition of student activity fees violates students’ freedom of speech.

In *Board of Regents of University of Wisconsin System v. Southworth*, 529 U.S. 217, 233 (2000), the Court held that a public university must allocate student activity fees in a viewpoint-neutral manner or else be found to be in violation of the Free Speech Clause. But as already explained, Board Policy 3:18’s categorical denial of funding to a religious student group “if its predominant activities involve sectarian ceremonies or exercises,” as the current language states, or “if the funding is prohibited by Article 6, § 3 of the SD Constitution because it will be used for sectarian ceremonies or exercises,” as the proposed language states, is viewpoint discriminatory, not viewpoint neutral. Either both the current language or the proposed language must be deleted from Board Policy 3:18, or South Dakota public universities and colleges must cease to collect student activity fees from students.

4. In *Trinity Lutheran Church v. Comer*, the Supreme Court found that exclusion of a religious organization from a government funding program violated the Free Exercise Clause and was not justified by the State’s constitution.

In *Trinity Lutheran Church v. Comer*, 137 S. Ct. 2012 (2017), the Supreme Court held that the Free Exercise Clause was violated when the Missouri Department of Natural Resources “categorically disqualif[ied] churches and other religious organizations from receiving” otherwise available “state grants to help public and private schools, nonprofit daycare centers, and other nonprofit entities purchase rubber playground surfaces from recycled tires.” *Id.* at 2017. The State claimed that its policy of excluding churches from its funding program was “compelled by Article I, Section 7 of the Missouri Constitution” which provides *inter alia* “[t]hat no money shall ever be taken from the public treasury, directly or indirectly, in aid of any church, sect or denomination of religion.”

The Court rejected the state government’s “strict and express policy of denying grants to any applicant owned or controlled by a church, sect, or other religious entity,” *Id.* Because “[t]he Department’s policy expressly discriminates against otherwise eligible recipients by disqualifying them from a public benefit solely because of their religious character,” the Court found that strict scrutiny was triggered, and that the Free Exercise Clause was violated. *Id.* at 2021.
5. In Badger Catholic v. Walsh, the Seventh Circuit ruled against the University of Wisconsin for refusing to grant funding to a religious student group for “worship, proselytizing, and religious instruction.”

Relying on Rosenberger and Widmar, the Seventh Circuit Court of Appeals ruled that the University of Wisconsin violated a religious student group’s freedom of speech when it denied the group funding from student activity fees because the University refused to “pay for three categories of speech: worship, proselytizing, and religious instruction.” Badger Catholic v. Walsh, 620 F.3d 775, 777 (2010). The University was “willing to use student activity fees for what it calls dialog, discussion, or debate from a religious perspective, but not for anything that it labels worship, proselytizing, or religious instruction.” Id.

Like the Supreme Court in Widmar, the Seventh Circuit did not think that University officials could constitutionally administer such line-drawing between “permissible” religious speech and “impermissible” religious speech, explaining:

The University’s assurance that it will fund discussion and debate, including discussion with a religious component, because it views discussion and debate as an important part of education, coupled with a declaration that there is just too much devotional activity in Badger Catholic’s program, leads us to wonder how the University would deal with an application by a student group comprising members of the Society of Friends. Quakers view communal silence as religious devotion, and a discussion leading to consensus as a religious exercise.

Id. at 780-781.

The University erroneously believed that it did not have to fund a religious student group’s “speech that constitutes the practice of religion.” Id. The University “contended that funding for prayer, proselytizing, or religious instruction would violate the Establishment Clause.” Id. But the Seventh Circuit affirmed that “[t]he district court correctly read the Supreme Court’s decisions in holding that the University would not violate the Establishment Clause by funding Badger Catholic’s programs,” citing Widmar and Rosenberger. Id. at 778.

6. The Eighth Circuit Court of Appeals has consistently upheld the free speech rights of religious organizations in the face of federal and state Establishment Clause claims.

As already noted, the Eighth Circuit predicted the Supreme Court’s reasoning in Widmar when it ruled that the religious student group’s freedom of speech had been violated and that neither the federal nor state Establishment Clause provisions justified the discriminatory
treatment of the students’ religious speech. *Chess v. Widmar*, 635 F.2d 1310, 1318 (8th Cir. 1980). The Eighth Circuit similarly predicted the Supreme Court’s reasoning in *Board of Education v. Mergens*, 496 U.S. 226 (1990), in which both the Eighth Circuit and the Supreme Court required public secondary school officials to recognize a religious student group as an official student group and give it access to meeting space, the school newspaper, the school yearbook, and school bulletin boards. *Mergens v. Board of Education*, 867 F.2d 1076 (8th Cir. 1989). Both courts ruled that the Establishment Clause did not justify discriminatory treatment of students’ religious speech.

In *Good News/Good Sports Club v. Ladue*, the Eighth Circuit required a public junior high to allow a religious community group to meet in its facilities after school on the same basis as other community groups were allowed to meet. 28 F.3d 1501 (8th Cir. 1994), *cert. denied*, 515 U.S. 1173 (1995).

In *Child Evangelism Fellowship of Minnesota v. Minneapolis Special School District No. 1*, the Eighth Circuit ruled that a school district engaged in impermissible viewpoint discrimination when it refused to provide transportation and food services to a religious community group that was meeting after school in an elementary school because a school administrator was concerned about certain religious speech, *i.e.*, “prayer and proselytizing,” that was occurring at the group’s meetings. 690 F.3d 996, 999 (8th Cir. 2012). The Eighth Circuit ruled that penalizing the group because its speech included “prayer and proselytizing” was “prohibited viewpoint discrimination.” *Id.* at 1001. The Eighth Circuit rejected the school district’s argument that viewpoint discrimination had not occurred because the religious group was still allowed to meet albeit on less favorable terms than other groups. Specifically, the Eighth Circuit ruled that “*Rosenberger* confirms that subjecting a religious organization to disfavored treatment because of its religious viewpoint on an otherwise includible subject matter is impermissible viewpoint discrimination, as is excluding the organization from a speech forum altogether.” *Id.* at 1002, citing *Rosenberger*, 515 U.S. at 831, and *Ladue*, 28 F.3d at 1507. The Eighth Circuit then rejected the school district’s claim that the Establishment Clause justified its viewpoint discrimination, explaining that “[i]nstead, the Establishment Clause requires neutrality, as opposed to hostility, towards religion.” *Id.* at 1003, citing *Rosenberger*, 515 U.S. at 839.

In *Wigg v. Sioux Falls School District* 49-5, the Court held that a school district’s policy that prohibited a teacher from attending a religious community group’s meetings after school on school property violated the teacher’s free speech rights. Noting that a “viewpoint-discriminatory regulation is presumed to be unconstitutional,” the Eighth Circuit found that the policy violated the teacher’s free speech rights. 382 F.3d 807, 813-814 (8th Cir. 2004). The Eighth Circuit then concluded that the federal Establishment Clause did not justify the viewpoint discrimination. The Eighth Circuit “reiterate[d] that Establishment Clause cases stress the government’s neutrality towards religion.” *Id.* at 815, citing *Rosenberger*, 515 U.S. at 839, and *Good News Club v. Milford Central School*, 533 U.S. 98, 114 (2001).
Conclusion

As the abundant precedent from the Supreme Court, the Eighth Circuit, and the Seventh Circuit demonstrates, Board Policy 3:18 and Board Policy 7:1 are viewpoint discriminatory in their treatment of religious speech. Such discriminatory treatment is not justified by either federal or state Establishment Clauses. For these reasons, the proposed language changes to Board Policy 3:18 and Board Policy 7:1, as well as the current language of Board Policy 3:18, are unconstitutional.

Because the precedent is overwhelmingly clear, Board members risk individual liability if the Board does not delete the viewpoint-discriminatory language. Deleting the language also will avoid wasting taxpayer dollars to defend such patently unconstitutional language in potential lawsuits.

CLS hopes its comments have been helpful to the Board and thanks it for considering its comments.

Respectfully submitted,

/s/ Kimberlee Wood Colby

Kimberlee Wood Colby
Director, Center for Law & Religious Freedom
Christian Legal Society
(703) 894-1087
kcolby@clsnet.org
Network Police Policy 4.21

Is it now going to be illegal to send a text, tweet, or email supporting your wife's run for office? Do the College Republicans and College Democrat clubs now have to work without sponsors? Is the BOR going track all the incidents that the implementation of this policy may cause?

The specific language opposed....
Take an active part in political management, political campaigns, or non-political activities except during regularly scheduled working hours, ; "and without the use of Board information and communication technology systems, Board services or Board property that is not available to the public and paid for at the rate offered to the public;"

We strongly oppose the addition of the above language.

The marginal cost of a additional email or twitter comment is essentially 0, so there is no REAL cost basis for this restriction. However, by making it a policy, the board paves the way for any political action to be a punishable offense, if you are using email, twitter or Facebook from a school computer or across a school network.

Besides the obvious restriction of free speech and being able to participate in the democratic process, this policy does not establish what the punishment for transgressions will be, who will enforce it, how it will be enforced evenly, and how much money is going to be wasted in man hours enforcing it and litigating it.

In addition, political activity is not defined, so your tweet for Noem of Sutton may become punishable, as would your support or opposition to any bills pending.

Article 19 from the Declaration of Human Rights: Everyone has the right to freedom of opinion and expression; this right includes freedom to hold opinions without interference and to seek, receive and impart information and ideas through any media and regardless of frontiers.

Since the state legislature affirmed the declaration of Human Rights in it's last session, and declared Dec 10 Human Rights Day (http://sdlegislature.gov/docs/legsession/2018/Bills/SCR6P.pdf), it would seem prudent for the BOR to not participate in the removal of human rights at the same time as the legislature is supporting them.

Please include the Fiegen photo along with any printing or forwarding of this email.
Sincerely,
Mark Geary
COHE State President
November 29, 2018

Mr. Kevin Schieffer, President
South Dakota Board of Regents
Office of the Executive Director
306 E. Capitol Ave., Suite 200
Pierre SD 57501-2545
Nathan.Lukkes@sdbor.edu

Re: Written comment on the Board’s free speech policies, particularly as they relate to the funding of student organizations.

Dear Mr. Schieffer and Members of the Board:

My name is Lori Kepner. As an associate legal counsel for Cru, I write today to offer Cru’s perspective as an organization with many religious student chapters all over the country. We are thankful that the Board has strengthened language to ensure that religious groups are able to function authentically and preserve their religious identities and rights of speech and expressive association on public universities in South Dakota. We are concerned, however, that the funding provision, ¶ 3.A.1 of Board Policy 3:18, unconstitutionally singles out religious groups for disfavored treatment, contrary to Supreme Court precedent. We respectfully ask that you revise the section on “Funding of Student Organizations” in order to prevent discrimination against religious groups.

The policy currently states that “No student organization will be eligible for student fee subsidies of its operating expenses: 1. if the funding is prohibited by Article 6, § 3 of the SD Constitution because it will be used for sectarian ceremonies or exercises.” The referenced portion of the South Dakota Constitution states, “No person shall be compelled to attend or support any ministry or place of worship against his consent nor shall any preference be given by law to any religious establishment or mode of worship. No money or property of the state shall be given or appropriated for the benefit of any sectarian or religious society or institution.” S.D. Const. Article VI, §3.

The caselaw on this topic is clear. It does not violate the United States Constitution or the South Dakota Constitution to allow religious student organizations the same opportunity given to non-religious student organizations to receive a distribution from the portion of student activity fees allocated for their use. This is true for several reasons.

First, money distributed from mandatory student activity fees is not money coming directly from state cofers. The Court in Rosenberger v. University of Virginia directly and clearly addresses
this topic, stating that the fee paid by students “is not a general tax designed to raise revenue for the University.” 515 U.S. 819, 841 (1995). In *Rosenberger*, the university refused to pay the printing costs of a publication by a religious student organization because the content was religious. The Supreme Court called it a free speech violation to refuse the religious group funding due to the religious content of its speech. *Id.* at 837.

Second, when a university establishes a structure for students to form student organizations and to provide those groups opportunities to get funding, it has created a limited open forum with the purpose of stimulating extracurricular student expression. The university is not speaking, but enabling speech in a neutral manner. *Board of Regents of the University of Wisconsin System v. Southworth*, 529 U.S. 217, 235 (2000). In addition, a university may not seek to exclude certain types of religious speech, claiming they are unprotected. Even “worship” is an expressive activity protected by the First Amendment’s Speech Clause. *Widmar v. Vincent*, 454 U.S. 263, 269 (1981).

The Supreme Court has made clear that the Establishment Clause is not violated when religious groups are allowed to participate in these forums. *Widmar*, 454 U.S. at 273 (stating that “an open forum in a public university does not confer any imprimatur of state approval on religious sects or practices”). The most important factor is neutrality; religious speech may not be favored or disfavored. Universities must distribute resources with “neutrality towards religion.” *Rosenberger*, 515 U.S. at 839; *see also Southworth*, 529 U.S. at 233. True neutrality can happen only when the government “extends benefits to recipients whose ideologies and viewpoints, including religious ones, are broad and diverse.” *Rosenberger*, 515 U.S. at 839.

If a university operates a limited open forum in a viewpoint neutral manner, then the fact that a particular voice is religious does not mean the state is “giving preference” to that particular viewpoint. In contrast, excluding religious groups from such a forum is unconstitutional “content-based discrimination against respondents’ religious speech.” *Widmar*, 454 U.S. at 276. The state violates the First Amendment if it silences religious voices by treating them differently. *See Southworth*, 529 U.S. at 233. The Supreme Court calls this violation of the free speech rights of groups “viewpoint discrimination.” *Lamb’s Chapel v. Center Moriches Union Free Sch. Dist.*, 508 U.S. 384, 394 (1993).

The Eighth Circuit has continued to affirm this understanding as well. *See Child Evangelism Fellowship of Minn. v. Minneapolis Special Sch. Dist. No. 1*, 690 F.3d 996 (2012) (Finding viewpoint discrimination and rejecting “attempts to justify differential treatment” of religious groups from similar secular groups). In the specific context of a limited open forum, the Eighth Circuit has also affirmed that the government may restrict the purpose of the forum, but must not regulate speech in a viewpoint-discriminatory manner. *Wigg v. Sioux Falls Sch. Dist. 49-5*, 382 F.3d 807, 813. By creating a forum, the government is creating space for private speech, not participating in government speech, and the Establishment clause is not a concern. *Id.*

Third, the caselaw prohibiting the distribution of state funds to sectarian schools does not apply in this circumstance. The Supreme Court recently found the principles of the First Amendment forum doctrine apply when there is a generally available benefit, and that it violates the Free
Exercise Clause to exclude a group “solely on account of religious identity.” *Trinity Lutheran Church v. Comer*, 137 S.Ct. 2012, 2019, 2021 (2017). In *Trinity*, the Supreme Court stated that a state constitution’s language prohibiting state money use to aid a “church, sect, or denomination of religion” would not override the First Amendment’s guarantees of free speech and free exercise. *Id.* at 2019-20. The court noted particular concern when language “single[s] out the religious for disfavored treatment” and is not “neutral and generally applicable without regard to religion.” *Id.* at 2020. When a religious group desires equal treatment, it is “not claiming any entitlement to a subsidy. It instead asserts a right to participate in a government benefit program without having to disavow its religious character.” *Id.* at 2022.

In addition, the *Trinity* court quotes *Widmar* and specifically notes that a state’s desire to go beyond the Establishment Clause “is limited by the Free Exercise Clause,” and goes “too far” when it denies “a qualified religious entity a public benefit solely because of its religious character.” *Id.* at 2024.

South Dakota cases that prohibit the distribution of public funds to sectarian schools are distinguishable and do not apply in this situation. For example, in *Elbe v. Yankton Indep. Sch. Dist.*, the South Dakota Supreme Court firmly held that the South Dakota Constitution intended to prohibit state funds from going directly to any sectarian school or institution. 372 N.W.2d 113, 116 (1985). Yet the situation the Board of Regents policies are addressing is student activity fees going to student organizations formed by students at public universities in the state of South Dakota. The student organizations are formed within a free speech forum designed by the public university, for the benefit of public university students, and any money given to such groups would be neutrally distributed. Even if some of those student groups affiliate with outside religious organizations, the student group itself is formed as a student club on the public university, under its authority. Any funds allocated to student groups remain for the use of the student organization on that campus only, and are not given to the outside organization it might be affiliated with.

Fourth, it is a well established principle that courts should not resolve controversies involving religious doctrine and practice. It is therefore dangerous to set up structures where administrators or judges have to evaluate what does or does not constitute a “sectarian exercise” for a particular religious group. Such decisions entangle the government in the internal religious affairs of religious groups. *See, e.g.*, *Wipf v. Hutterville Hutterian Brethren, Inc.*, 808 N.W.2d 678 (2012).

Administering a line based on “sectarian ceremonies or exercises” is very similar to what the Supreme Court considered dangerous for courts to set about defining. It would problematically require courts “to inquire into the significance of words and practices to different religious faiths,” which would “entangle the State with religion” much more than allowing an open forum for speech that includes religious speech. *Widmar*, 454 U.S. at 269 n.6. The Supreme Court affirmed this in other cases as well. *See, e.g.*, *Rosenberger*, 515 U.S. at 845 (noting the danger of requiring public officials to review and evaluate a group’s religious expression, stating that it constituted viewpoint discrimination); *Lamb’s Chapel v. Center Moriches Union Free School Dist.*, 508 U.S. 384 (1993).
In conclusion, every registered student organization should have the right to apply for and have the same opportunity to receive student activity funds, and religious groups may not be excluded simply because they participate in religious practices and/or promote a religious belief system. Paragraph 3.A.1 of Board Policy 3:18 results in a complete exclusion of religious groups from requesting money at all. That is religious discrimination.

We respectfully request that you amend the policy accordingly. Thank you for your time and attention to this matter.

Respectfully submitted,

/s/ Lori D. Kepner

Lori D. Kepner
Staff Attorney
Cru—General Counsel’s Office
December 1, 2018

South Dakota Board of Regents
300 East Capital Avenue, Suite 200
Pierre, SD 57501


Dear President Schieffer and Members of the Board of Regents,

On behalf of the General Faculty of Dakota State University, I thank the Board of Regents for proposing an expanded policy on freedom of expression (BOR Policy 1:32). The General Faculty at Dakota State University strongly support protecting the principle of free expression and the commitment to vigorously defending it against attempts to suppress or restrict the practice of these essential rights. We endorse the sense of the draft policy that public universities in South Dakota should affirm their commitment to free, robust, and uninhibited debate.

In the discussions of the draft policy, the faculty did express some concerns about sections of the statement. First, the policy is quite long, and perhaps a more concise statement would be more effective in communicating a strong defense of free expression. One area that could be shortened or perhaps even removed, is the discussion in the third paragraph concerning the climate of mutual respect, specifically where it is stated that both academic freedom and freedom in learning “rely on the discursive order and restraint from disruption that civility demands on each of us.” This reference to “discursive order” is not well-defined and seems to allow a very broad discretion to any authority that may limit expression. Just a few sentences later the policy states “concerns about civility and mutual respect can never be used as a
justification for closing off discussion of ideas.” If questions of civility should not be used as a reason to
limit expression, then why even discuss it in the policy?

We hope that these concerns will be noted, but we are pleased that the issue of freedom of
expression on campuses is being addressed. Much more input from various stakeholders is needed.
Discussions should occur at the campus and system levels, and groups formed to gather input and study
the issue in depth. We are committed to addressing free speech issues on our campus, such as
developing programming that examines the history and meaning of the First Amendment along with
frank discussions of the values and trade-offs that are involved in the practice of free expression.
Freedom of expression is a vital element of our culture of higher education and careful, thoughtful
deliberations are needed.

Sincerely,

Dale Droge
President of the General Faculty
Dakota State University
A. PURPOSE

To express the Board’s commitment to the principles of expression protected by the First Amendment to the U.S. Constitution.

B. DEFINITIONS

None

C. POLICY

The Board and its institutions shall have a long history of commitment to the principles of free speech and expression and shall encourage the timely and rational discussion of topics whereby the ethical and intellectual development of the student body and general welfare of the public may be promoted.

Freedom of expression includes the right to discuss and present scholarly opinions and conclusions on all matters both in and outside the classroom without Board or institutional discipline or restraint. This freedom includes the right to speak and write as a member of the institutional communities governed by the Board or as a private citizen on matters of public concern. The Board and its institutions are committed to these principles and provide all members of their community the latitude to explore ideas and to speak, write, listen, challenge, and learn. Except insofar as limitations on that freedom are necessary to the functioning of the institution, the Board fully respects and supports the freedom of all members of the institutions’ community to discuss any problem or issue that presents itself.

The ideas of different members of the institutions’ community will often and quite naturally conflict, and some individual’s ideas will even conflict with the institutions’ values and principles. But it is not the proper role of the Board or the institutions to attempt to shield individuals from viewpoints they find unwelcome, disagreeable, or even deeply offensive. To be clear, the Board greatly values and is responsible for upholding a culture of civility at its institutions. All members of the institutions’ community share in the responsibility for maintaining a climate of mutual respect. Such a climate is essential to First Amendment principles of academic freedom and freedom in learning, as both principles rely on the
discursive order and restraint from disruption that civility demands of each of us. Yet, while
the manner in which ideas are conveyed may be uncivil and disrespectful, ideas, themselves,
are not. In other words, concerns about civility and mutual respect can never be used as a
justification for closing off discussion of ideas, however offensive or disagreeable those ideas
may be to some members of our institutions’ community.

The freedom to debate and discuss the merits of competing ideas does not, of course, mean
that individuals may say whatever, whenever, and wherever they wish. The institutions may
restrict expression that violates the law, that falsely defames a specific individual, that
constitutes a genuine threat or harassment, that unjustifiably invades privacy or confidentiality
interests, or that is otherwise directly incompatible with the functioning of the institution,
including any limited public or nonpublic forum it creates. In addition, the institution may
reasonably regulate the time, place, and manner of expression to ensure that it does not disrupt
the ordinary activities of the institution. But these are narrow exceptions to the general
principle of freedom of expression, and it is vitally important that these exceptions never be
used in a manner that is inconsistent with the Board’s commitment to a free and open
discussion of ideas.

It is the Board’s fundamental commitment to the principle that viewpoints may not be
suppressed because the ideas put forth are thought by some or even by most members of the
institutions’ community to be offensive, unwise, immoral, or wrong-headed. Controversial
speech and robust debate are expected and valued at the institutions. The right to engage in
such expression is one of the rights protected by the United States Constitution. Indeed,
encouraging professional intellectual diversity in faculty and fostering the ability of members
of the institutions’ community to engage in such debate and deliberation in an effective and
responsible manner is an essential part of the institutions’ educational missions.

As a corollary to the Board’s commitment to protect free expression, and as suggested by the
above discourse on civility, members of the institutions’ community must also act in
conformity with the responsibilities of free expression. Although members of the institutions’
community are free to criticize and contest the views expressed on campus, and to criticize and
contest speakers who are invited to express their views on campus, they may not obstruct or
otherwise interfere with the conduct of the institutions or the freedom of others to express
views they reject or even loathe. To this end, the Board and the institutions have a responsibility
not only to promote a lively and fearless freedom of debate and deliberation, but also to protect
that freedom when others attempt to restrict it.

Accordingly, the Board will adopt and interpret policies consistent with this commitment and
institutions will ensure their policies and procedures uphold the commitment contained herein
and within the policies adopted by the Board setting forth reasonable time, place, and manner
restrictions.
This policy shall not be interpreted in any manner to: (i) mandate new funding by institutions to ensure its enforcement, (ii) limit the authority and responsibility of faculty to maintain pedagogical order in the classroom, or (iii) abridge the rights provided in BOR Policy 1:11.

FORMS / APPENDICES:
None

SOURCE:
(RR, 12:02, 1977); BOR March 1993; BOR December 2018.
SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Political Activity

NUMBER: 4:21

1. Employees of the Board of Regents shall not be obligated, by reason of their employment, to contribute to any political funds or collections or render political service. Employees refusing to contribute such funds or to render political service may not be removed or otherwise disciplined or prejudiced for such refusal.

2. Employees of the Board of Regents shall not use their official authority or influence to coerce the political action of a person or group.

3. Provided the following activities do not (a) occur during work hours or (b) involve the use of Board information and communication technology systems, Board services or Board property in any manner that is not available to the public and paid for at the rate offered to the public, Employees of the Board of Regents may:

   A. Take an active part in political management, political campaigns, or other activities with the purpose of influencing the nomination or election of a candidate, or for the petitioning of a ballot question or the adoption or defeat of any ballot questions or state law; and non-political activities except during regularly scheduled working hours; and without the use of Board information and communication technology systems, Board services or Board property that is not available to the public and paid for at the rate offered to the public; and

   B. Seek and hold compatible elective political office. Employees, both during any election campaign and during the term of any part-time office, other than that of state representative or senator, to which the employee may be elected, are required to make specific arrangements with the president, superintendent and his/her designee to assure that the employee's regular duties are performed. Employees elected to a full-time public office are entitled to leave without pay consistent with 4:15 of the Board of Regents Policy Manual. Under current South Dakota Supreme Court interpretation of section 12, article III, of the South Dakota Constitution, employees elected to the South Dakota Legislature must resign from state employment no later than the beginning of their term in office.
4. This policy shall not prohibit activity of nonpartisan type not specifically identified with a national or state political party. Questions relating to constitutional amendments, referendums, approval of state laws, and other issues of similar character are deemed not specifically identified with a national or state political party.

45. Employees of the Board of Regents enjoy all rights of free expression accorded them under state and federal law. Nevertheless, employees, especially faculty and professional staff members, should remember that the public may judge their institution or the Board by their public statements. Accordingly, unless they have been authorized to make an official statement on behalf of their institution or the Board, employees should make every effort to indicate that they are not speaking or writing as institutional or Board representatives. At a minimum, employees who identify their institutional affiliation should advise the public that the views that they express represent their own private or professional opinions, not those of their institution or of the Board, and that these opinions are given in their individual capacities or as private consultants.

Faculty members should, additionally, observe those standards set forth in the Board's policies on academic freedom, Policy No. 1:11, and the agreement with the Council of Higher Education.

SOURCE: BOR, Aug. 1979, p. 1126; SDCL §§ 3-6-26 through 3-6-27, 3-6A-14(6), 3-6A-15, 13-49-14 through 13-49-14.1; Revised BOR, March 1992; BOR October 2010; BOR December 2018
SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 5 – E (2)
DATE: December 4-6, 2018

SUBJECT
BOR Policy 4:10 – Tenure and Continuing Appointments Revisions (Second Reading)

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 4:10 – Tenure and Continuing Appointments
BOR Policy 4:15 – Leave
COHE Collective Bargaining Agreement

BACKGROUND / DISCUSSION
Over the past two years AAC has met with campus representatives involved with the NSF PLAN grant to evaluate barriers to the recruitment and retention of faculty within the Regental system. One area of concern that has emerged through their work is the current extension of the tenure clock that is outlined in both the COHE Collective Bargaining Agreement and BOR Policy 4:10 Tenure and Continuing Appointments. A proposal to develop an automatic stop-the-clock option for faculty was first discussed with AAC during their December 2017 meeting, and additional revisions were made to the proposed policy changes and reviewed at the July 2018 meeting.

IMPACT AND RECOMMENDATION
During the July 2018 meeting, council members identified a number of revisions to the proposal being advanced that included: 1) an automatic stop the tenure clock process that allowed for an opt-out moment right before tenure review; and 2) making clear reference to various family types outlined in BOR Policy 4:15 Leave.

As the proposed revisions related to the PLAN Grant were discussed at the July 2018 meeting, council members also raised concerns about recruiting tenured faculty members under the current policy framework. Currently, individuals who enter the Regental system having earned tenure at their previous institution have the ability to request prior service credit to move up the tenure clock within one year of employed. However, this practice has made it difficult for institutions to recruit new faculty at the associate or full professor level. Draft language is captured in Section 1.3 to allow faculty previously granted tenure the capacity to go up for review by the campus promotion and tenure committee prior to

(Continued)

DRAFT MOTION 20181204_5-E(2):
I move to approve the second and final reading of the proposed revisions to BOR Policy 4:10 as presented.

4257
When the first reading of this policy change was discussed with the Board at the October 2018 meeting, the board inquired about the need to provide campuses with greater flexibility in recruiting top candidates without having to wait for formal approval at the upcoming Board of Regents meeting. This issue was discussed further during the November COPS and AAC meetings, and campus representatives affirmed that a more streamlined approach would be beneficial to help facilitate the candidate recruitment process. Additional language has been added to the policy to allow the system Chief Academic Officer to work in consultation with the Executive Director to approve the campus tenure recommendation on behalf of the Board. All such requests would be reported to the board at the next scheduled Board of Regents meeting. The additional revisions located in Section 1.3 that have been made since the first reading have been highlighted in yellow for further review by the Board.

ATTACHMENTS
Attachment I – Proposed Revisions to BOR Policy 4:10
SOUTH DAKOTA BOARD OF REGENTS
Policy Manual

SUBJECT: Tenure and Continuing Appointments

NUMBER: 4:10

A. PURPOSE

To define the process, conditions and standards by which tenure and continuing appointments are awarded, as well as the procedures for non-renewal for tenure-track appointments.

B. DEFINITIONS

None

C. POLICY

1. Tenure and Continuing Appointments Generally

1.1. The major objectives of tenure and continuing appointments are to provide a faculty committed to excellence and to provide a substantial degree of security to those persons who have exhibited superior performance. The test is whether performance has been sufficiently superior to convince the Board that expected services and performances in the future justify the privileges afforded by tenure or continuing appointment.

1.2. A tenure or continuing appointment may be extended to a full-time faculty or research faculty member providing for re-employment from year to year until such time as the member resigns (Section 4:1, Contract Fulfillment), or retires, is terminated for cause (Section 4:14, Termination for Cause), or is terminated pursuant to a reduction in personnel, (Section 4:23, Faculty Member Reduction Procedures); provided further, in the case of continuing appointments to the research faculty, that the individual’s research work continues to generate sufficient grant or contract income to cover the costs of his or her direct salary and benefits. When research faculty members on a continuing appointment fail to generate sufficient grant or contract income to cover the costs of their direct salary and benefits, their employment will terminate automatically, provided that, where income would suffice to cover all benefits costs, they may elect to continue working at reduced salary rates.

1.3. A faculty or research faculty member who has previously earned a tenure appointment at a postsecondary institution may not automatically transfer that tenure appointment to another institution controlled by the Board, but that faculty or research faculty member may be considered for a tenure appointment at the new institution during the second year of a tenure-track appointment. The Board may grant a tenure appointment to a newly hired faculty member who had such tenure status previously. Candidates recommended
for appointment with tenure appointment shall have a record at least equal to that expected for tenure or continuing appointment at the institution or research center. The administration shall engage the institutional promotion and tenure committee to review the new appointments academic and scholarly record and advance a recommendation from the committee as a portion of the formal recommendation. The system Chief Academic Officer, in consultation with the Executive Director, may approve the campus recommendation for granting tenure and provide a report to the Board of Regents during their next scheduled meeting.

1.3.14 The Board may, at its discretion and upon the recommendation of the administration of the institution, reduce the number of years of tenure track or probationary service required. Although prior service credit toward tenure or continuing appointments may be awarded at any time, the Board strongly suggests that faculty members submit requests for prior service credit toward tenure only after the faculty member has assembled a complete portfolio for tenure review. Requests for prior service credit should be submitted on a form designated by the Board.

1.4 The Board may approve extension of the maximum periods of time allowed for progress towards promotion to associate professor and the award of tenure by one year. Good cause for granting such an extension shall include, without limitation,

1.4.1 On the occasion of the birth or adoption of that faculty member's child or adoption or placement of a foster child with that faculty member; or

1.4.2 When the faculty member is a major caregiver for an immediate family member who has an extended serious illness, injury, or debilitating condition; or

1.4.3 When the faculty member has an extended serious illness, injury, or debilitating condition.

The request for extension must be made in writing to the vice president for academic affairs within one year of the events giving rise to the claim and no later than May 31 preceding the year a final decision would otherwise be made on an appointment with indefinite tenure for that faculty member. If approved by the institution, the request shall be forwarded to the Board for review at its June meeting.

A faculty member may use this provision no more than two times.

For purposes of this policy, “immediate family” includes a spouse, a common law spouse, or any other adult with whom the faculty member lives and commingles assets, unemancipated natural, adopted or foster children, or persons over whose affairs the faculty member exercises the responsibilities of guardian.

1.5 The tenure review period is extended automatically for one year to assist with family personnel consistent with definitions in the Family Medical Leave Act outlined in BOR Policy 4:15 Leave for each of the instances referenced in this section. Faculty members will file notification with the designated campus representative. Each faculty member is entitled to one automatic extension of either the retention or tenure review. If a faculty member wishes, they may opt-out of the automatic extension prior to formal notification to apply for tenure. Notification by the faculty member will be made in writing to the Provost and/or Human Resources office through institutional norms and practices. Should the need arise for additional time due to another occasion outside of the circumstances.
listed below, the faculty member may request additional time through the formal request process.

1.5.1. Childbirth, adoption or placement of a foster child in the home (applicable to both parents); or

1.5.2. Serious illness of the faculty member, his or her child, foster child, spouse, domestic partner, parent or other individual for whom the faculty member serves as a primary caregiver or legal guardian; or

1.5.3. Death of a child, foster child, spouse, domestic partner or parent or other individual for whom the faculty member serves as a primary caregiver or legal guardian; or

1.5.4. Full-time military service.

2. Conditions of Appointment for Tenure or Continuing Appointments

2.1. Not later than during the sixth year of tenure-track contract or probationary service at an institution and upon application of a faculty member, a faculty member shall be considered for a tenure or continuing appointment which would begin with the next academic year. Such consideration shall be initiated by the administration on or before such date as may be specified under institutional promotion and tenure procedures or, in the absence of such institutional procedures, October 5. The Board may, at its discretion and upon the recommendation of the administration of the institution, reduce the number of years of tenure track or probationary service required. Tenure track or probationary service credit is not earned during a period of sabbatical leave or leave of absence.

2.2. Special conditions and accreditation requirements of the Medical and Law schools necessitate special guidelines for promotion, tenure, minimum rank qualifications, minimum promotion eligibility criteria and in makeup of the campus Promotion and Tenure Committee. Specific guidelines for both the Medical School and the Law School are published and available to faculty at the University of South Dakota.

3. Tenure – Standards for Appointment

3.1. An appointment with tenure is a privilege that shall not be granted automatically.

3.2. To be granted the privileges of tenure, faculty members:

3.2.1. shall demonstrate that they currently meet institutional performance expectations in teaching, scholarship and service for associate professors and

3.2.2. shall demonstrate promise that they shall, in due course, meet institutional performance standards in teaching, scholarship and service for persons who hold the rank of professor.

3.3. Faculty members who apply for tenure have the burden of demonstrating that their performance has met these standards.

3.3.1. Evidence that faculty members have developed, maintained and implemented well defined, administratively approved plans for their own professional development in the areas of teaching, scholarship and service is relevant to demonstrating
promise that they shall in due course meet institutional performance standards in teaching, scholarship and service for persons who hold the rank of professor.

3.3.2. At minimum, professional development plans must:

- address institutional standards for faculty performance,
- chart progress towards the performance exceeding expectations in all areas of professional activity, and
- provide reasonable assurance that the applicant will achieve extramural recognition for ongoing scholarly accomplishment and leadership commensurate with holding the rank of professor.

3.3.3. When reviewing applications for tenure, administrators and promotion and tenure committees shall consider the progress towards meeting the objectives of such approved plans, and they shall heed evidence that the faculty unit member is effectively pursuing approved objectives, but they shall exercise independent judgment as to the quality of results achieved by the faculty unit member.

When assessing the quality of performance, administrators and committee members shall be guided by the principles stated in Board Policy No. 4:38 as complemented by institutional policy statements.

4. Continuing Appointment – Standards for Appointment

4.1. An appointment to a continuing appointment is a privilege that shall not be granted automatically.

4.2. Each institution shall establish performance standards in research achievement and productivity that compare to the highest standards in research observed nationwide.

4.3. To be granted the privileges of a continuing appointment, research faculty members:

4.3.1. shall demonstrate that they currently meet performance expectations in research achievement and productivity for associate research professors and

4.3.2. shall demonstrate promise that they shall, in due course, meet performance standards in research achievement and productivity for persons who hold the rank of research professor.

- Evidence that research faculty members have developed, maintained and implemented well defined plans for their own professional development in the areas of research is relevant to demonstrating promise that they shall in due course meet performance standards in research achievement and productivity for persons who hold the rank of research professor.

4.4. The burden of demonstrating that these standards have been satisfied lies with research faculty members who apply for a continuing appointment.

5. Procedure for Awarding Tenure

5.1. Tenure review is separate from promotion review.

5.2. Each president shall establish tenure committees appropriate to the administrative organization of the respective institution. Such committees shall be composed of faculty
members and administrators. The president shall establish procedures at the institution for the selection of administrative tenure committee members.

5.3. Faculty members who wish to be considered for tenure will notify their immediate supervisor in writing on such date as may be specified under institutional promotion and tenure procedures or, in the absence of such institutional procedures, no later than October 5 of the sixth year of tenure track service. Such notification will allow the promotion and tenure committees access to the faculty member's personnel file and individualized professional development plans. It is the responsibility of the faculty member to prepare, assemble and submit on such date as may be specified under institutional promotion and tenure procedures or, in the absence of such institutional procedures, no later than October 5 all favorable documentation which is appropriate and upon which the faculty member relies to establish that the member has developed, maintained and implemented well defined plans for professional development in the areas of teaching, scholarship and service that demonstrate promise, as required under Section C.3 (Tenure - Standards for Appointment), that the member shall in due course meet institutional performance standards in teaching, scholarship and service for persons who hold the rank of professor. Each institution may stipulate certain desired elements or format for the documentation, which shall be made available to faculty members in written form. This documentation must accompany the request to the immediate supervisor for consideration. The immediate supervisor, and any other administrators, including the president, who review the file in order to make independent recommendations, may supplement the material assembled by the faculty member with information obtained from other sources, and they may base their recommendations upon such additional information, provided that such additional information is included in the file together with the materials assembled by the faculty member. This documentation and the recommendations of the department head (and of the departmental promotion and tenure committee, if any) will be forwarded by the department head to the administrator responsible for the process at the college/school level or institutional level, whichever is applicable, no later than November 5.

5.4. The tenure committees shall review the qualifications of each faculty member to determine whether the applicant has satisfied the provisions of Section C.3 (Tenure - Standards for Appointment). The institutional tenure committee shall deliver its recommendation to the president no later than January 20 of the fiscal year in which the tenure appointment is applied for. The work product of the tenure committees shall remain confidential.

5.5. The faculty member shall be notified, not later than April 1 of the year in which the faculty member is being considered for tenure, of what the President shall recommend to the Board regarding the faculty member's tenure status. Such notice shall indicate the institutional tenure committee's recommendation. If the President intends to recommend that tenure be denied, the President shall, upon receipt prior to April 15 of a written request, within fifteen (15) working days of the request, provide reasons in writing for the decision.

5.6. The president shall make a recommendation to the Board not later than April 15 of the fiscal year in which the tenure appointment is applied for. This recommendation shall be based upon the provisions of Section C.3 (Tenure - Standards for Appointment), as
well as upon the other provisions and requirements of this Chapter and upon an assessment of the candidate's past contributions and promise of future contributions to the goals and missions of the institution.

5.7. Successful applicants will receive a tenure contract the following year. Unsuccessful applicants and faculty members who complete their sixth year of tenure track service without applying for tenure will be offered a single term contract for the appointment year following that in which tenure is denied. This term contract is not subject to renewal, and the faculty member will be ineligible for reappointment after it expires.

5.8. The final decision whether to grant a tenure appointment to any applicant shall remain exclusively with the Board.

6. **Procedure for Awarding a Continuing Appointment**

6.1. The institution’s chief research officer shall establish a promotion and continuing appointment review committee. Until such time as twelve or more research faculty members have been appointed to continuing appointments, the continuing appointment review committee membership shall comprise the chief research officers of other system institutions that host research centers, together with two additional representatives from the institution, designated by the institutional president.

6.2. Research faculty members who wish to be considered for a continuing appointment will notify their immediate supervisor in writing on such date as may be specified under institutional promotion and tenure procedures or, in the absence of such institutional procedures, no later than October 5. Such notification will allow the continuing appointment review committee access to the faculty member's personnel file. It is the responsibility of the research faculty member to prepare, assemble and submit on such date as may be specified under institutional promotion and tenure procedures or, in the absence of such institutional procedures, no later than October 5 all favorable documentation which is appropriate and upon which the faculty member relies for favorable action. Each institution may stipulate certain desired elements or format for the documentation, which shall be made available to research faculty members in written form. This documentation must accompany the request to the immediate supervisor for consideration.

6.3. The continuing appointment review committee shall review the qualifications of each applicant for a continuing appointment to determine whether the applicant has satisfied the provisions of Section C.4 (Continuing Appointment - Standards for Appointment). To assist in the evaluation of performance, the immediate supervisor, the continuing appointment review committee or any other administrator involved in the review process may solicit outside reviews. Any such outside review will be added to the documentation that accompanies the file when submitted with recommendations for further review or consideration. The continuing appointment review committee shall deliver its recommendation to the institution’s chief research officer and Vice President for Academic Affairs no later than December 15, and the research officer and Vice President for Academic Affairs will forward that recommendation, together with such additional comments as each may deem appropriate, to the institutional president by January 1. The work product of the continuing appointment review committee shall remain confidential.
6.4. The applicant shall be notified, not later than March 1 of the year in which the research faculty member is being considered for a continuing appointment, of what the institutional president will recommend to the Board regarding the faculty member's continuing appointment status. Such notice shall indicate the continuing appointment review committee's recommendation. If the institutional president intends to recommend that the continuing appointment be denied, the president shall, upon request, within fifteen (15) working days of the request, provide reasons in writing for the decision.

6.5. The institutional president shall make a recommendation to the Board not later than April 1. This recommendation shall be based upon the provisions of Section C.4 (Continuing Appointment – Standards for Appointment), as well as upon the other provisions and requirements of this Chapter and upon an assessment of the candidate's past contributions and promise of future contributions to the goals and missions of the research center program.

6.6. Successful applicants will receive a continuing appointment the following year. Unsuccessful applicants and faculty members who complete their sixth year of probationary service without applying for a continuing appointment will be offered a single term contract for the appointment year following that in which the continuing appointment is denied. This term contract is not subject to renewal, and the research faculty member will be ineligible for reappointment after it expires.

6.7. The final decision whether to grant a continuing appointment to any applicant shall remain exclusively with the Board.

7. Non-Renewal of Tenure-Track Appointments

7.1. Non-renewal ordinarily terminates employment at the end of an annual contract term. Non-renewal is not a disciplinary action. It does not terminate rights under an existing annual contract. The decision to non-renew is discretionary with the administration, provided that it is not based upon reasons expressly forbidden under Board policy. Non-renewal is subject only to those procedural limitations expressly set forth in this section.

7.2. Prior to the issuance of a written notice of non-renewal, the faculty member's immediate supervisor shall provide the opportunity for a meeting with the faculty member to apprise the faculty member of the proposed action. The faculty member shall be given five (5) working days written notice of such meeting and the faculty member may have present a witness or representative of the faculty member's choosing.

7.3. In order to facilitate the relocation of faculty members who are not to be rehired, the administration agrees to provide notice, including reasons, of its intent not to rehire any faculty member serving under a tenure track in accordance with the following schedule:

7.3.1. A faculty member who has completed less than one (1) academic year of service under a tenure-track appointment shall receive written notice of non-renewal from the institution before March 15 of the current year of appointment.

7.3.2. If a faculty member has completed more than one (1) but less than four (4) years of service under a tenure-track appointment, the institution shall provide the faculty member with written notice of non-renewal before December 15 of the
current year of appointment. However, if the faculty member is currently subject
to the provisions of an improvement plan, the institution shall provide the faculty
member notice of non-renewal prior to March 1 of the current year of
employment. The non-renewed faculty member may file a request for
reconsideration with the president within ten (10) working days of receipt of the
notice of non-renewal. The president, after reviewing the request, shall notify the
faculty member, within ten (10) working days, of the final institutional
recommendation to be forwarded to the Board.

7.3.3. If a faculty member has completed at least four (4) years of service under a tenure-
track appointment, the institution shall provide the faculty member with written
notice of non-renewal before April 1 of the current year of appointment. Such
faculty member having received written notice of non-renewal shall receive a term
contract for the term of one (1) academic year, effective the subsequent academic
year. The faculty member may file a request for reconsideration with the president
within ten (10) working days of receipt of the notice of non-renewal. The
president, after reviewing the request, shall notify the faculty member within ten
(10) working days of the final institutional recommendation to be forwarded to
the Board. The faculty member may file with the president a statement which
shall accompany the institutional recommendation to the Board. The Board shall
consider the institutional recommendation and any statement at its next regularly
scheduled meeting and shall issue its binding decision which shall be deemed final
at the end of ten (10) days from the date of issuance unless such faculty member
shall submit a resignation prior thereto.

7.3.4. Faculty members employed on tenure-track contracts who are non-renewed may
be granted no more than one subsequent term contract. Nothing in this section is
intended to modify the rights and limitations contained in 4:7(H)(2) hereof.

7.4. In order to facilitate the relocation of research faculty members who are not to be rehired
after the termination of an appointment, the administration agrees to provide notice,
including reasons, of its intent not to rehire any faculty member serving under
probationary contracts in accordance with the following schedule:

7.4.1. A research faculty member who has completed less than three (3) years of service
under a probationary appointment shall receive written notice of non-renewal
from the research center before March 15 of the current year of appointment.

7.4.2. If a research faculty member has completed more than three (3) years of service
under a probationary appointment, the research center shall provide the research
faculty member with written notice of non-renewal before December 15 of the
current year of appointment.

7.4.3. Nothing in this section is intended to modify the rights and limitations contained
in 4:7(H)(2) hereof.

7.5. If the administration is late in providing the notice stipulated in C.7.3.1 or C.7.3.2 above,
the faculty member will be entitled to receive, at the election of the administration, either
(1) an additional term contract for a period of time equal to twice the number of working
days by which the notice is late; or (2) a payment equal to twice the number of working
days by which the notice is late times the faculty member's monthly salary divided by twenty-two (22). If the administration is late in providing the notice stipulated in C.7.3.3 above, the faculty member will be entitled to receive, at the election of the administration, either (1) an additional term contract for the following academic year; or (2) a payment equal to the base salary for the current academic year. If the institution fails to provide timely notice as stipulated in (C.7.2), above, the faculty member shall receive, at the election of the institution, either of the following:

- an additional term appointment for a period of time equal to twice the number of working days by which the notice was late; or

- payment equal to twice the number of working days by which the notice was late, multiplied by the faculty member's monthly salary, divided by twenty-two.

7.6. The years of service required for the notice provisions of this section shall not be affected by any reduction of the tenure-track period granted by the Board pursuant to Section 4:1 (Tenure-Track Contract), or Section 4.10(2) (Conditions of Appointment for Tenure).

8. Grant of Academic Tenure or Continuing appointment to Newly Hired Administrators or Research Faculty Members

8.1. The Board may, at its discretion and upon the recommendation of the administration of the institution, when special conditions warrant, award academic tenure or continuing appointment to newly hired administrators or research faculty members. This grant of tenure or continuing appointment shall not be construed to create a property right of any sort in the administrative portion of employment, and continuing appointments at hire remain subject to the same requirements and conditions involving the generation of income that otherwise apply to such appointments. In rare and exceptional circumstances, the Board may grant a tenure appointment to a newly hired research faculty member who had such tenure status previously.

8.2. The administration shall provide documentation of the circumstances that warrant a new appointment with tenure or continuing appointment. Circumstances that may warrant such an appointment include documentation of current performance commensurate with the award of tenure or a continuing appointment, development of a new program, need for special expertise, or appointment to an administrative position where possession of tenure or continuing appointment is critical to effective performance of administrative responsibilities.

8.3. Candidates recommended for appointment with tenure or continuing appointment shall have a record at least equal to that expected for tenure or continuing appointment at the institution or research center. The administration shall engage the institutional promotion and tenure committee to review the new appointments academic and scholarly record and advance a recommendation from the committee as a portion of the formal recommendation.

8.4. The administration shall provide to the Board the candidate's resume and information on tenure or continuing appointment status at other institutions. The administration may provide additional information in support of the recommendation.
8.5. The final decision whether to grant tenure or continuing appointment hereunder upon employment shall remain exclusively with the Board.

FORMS / APPENDICES:

None

SOURCE:

I move to approve the second and final reading of the proposed revisions to BOR Policy 2:23 as presented.
SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Program and Curriculum Approval Processes

NUMBER: 2:23

A. PURPOSE

To define the process by which academic curricula and programs receive approval, and modification, and review.

B. DEFINITIONS

1. Intent to Plan: is a preliminary, conceptual proposal requesting authorization to plan a new academic degree or major.

2. Academic Degree Program: A student’s primary area of study at the associate, bachelor’s, master’s, education specialist, or doctoral level.

C. POLICY

1. Academic Program Approval

The Board of Regents approves academic programs that are recorded on a transcript, including specializations, certificates, undergraduate minors, undergraduate degrees and majors, and graduate degrees and programs.

1.1. Intent to Plan

1.1.1. Universities must submit an intent to plan for approval by the Board of Regents prior to submitting a program proposal for a new associate degree program/degree, baccalaureate program/degree, or graduate program/degree. The Executive Director may waive the intent to plan.

1.1.2. An intent to plan is not required for associate degree programs provided:

1.1.2.1. The program is a two-year equivalent of an existing four-year bachelor’s program currently approved for the university; or

1.1.2.2. The program proposal has eighty percent of the curriculum in common with an existing four-year bachelor’s program currently approved for the university; or

1.1.2.3. The program is stackable to two or more four-year bachelor’s degree programs approved for the university; or

1.1.2.4. The Executive Director determines the program will have an immediate impact on an emerging critical workforce shortage area in South Dakota as documented by the university.
1.1.3. The Executive Director will inform the Board of waivers granted under this policy as part of the interim actions Report of the Executive Director at the next regularly scheduled Board of Regents meeting.

1.2. **Undergraduate and Graduate Degrees and Majors**

1.2.1. The Board of Regents approves new academic degrees and majors.

1.2.2. New graduate degree program proposals must also follow the processes identified in Policy 2:1.

1.3. **Academic Certificates, Specializations, and Minors**

1.3.1. The Board of Regents approves new certificates, specializations, and minors.

1.3.2. **Academic Certificates**: Universities may deliver academic certificate programs involving a sequence, pattern, or group of academic credit courses that focus upon an area of specialized knowledge or information and have specifically defined student-learning outcomes.

1.3.2.1. Academic certificate programs require admission to the university and result in an official academic transcript.

1.3.2.2. Completion of the academic certificate program shall be indicated on the student’s academic transcript.

1.3.3. **Specializations**: An academic specialization is a designated plan of study within an existing degree program or major.

1.3.3.1. Specializations may attach to only one major.

1.3.3.2. Completion of the academic specialization shall be indicated on the student’s academic transcript.

1.3.4. **Minors**: An academic minor enables a student to make broad but limited inquiry into a discipline or field of study beyond the major.

1.3.4.1. Minors are only awarded in conjunction with completion of a degree program and the awarding of a bachelor’s degree.

1.3.4.2. Completion of the minor shall be indicated on the student’s academic transcript.

2. **Certificates of Recognition**

Universities may confer certificates of recognition to persons who have successfully completed credit or non-credit educational experiences, e.g. workshops. Completion is based on learning objectives and requires formal learner evaluation.

2.1. Certificates of recognition do not require Board approval.

2.2. Certificates of recognition are not part of a degree program and do not require formal admission to the university.

2.3. If credit bearing course work is involved and the participant registers for it, the course will appear on the transcript.

2.4. Non-credit experiences may be recognized but do not result in a transcript.
3. **Curriculum Approval**

   3.1. The South Dakota Regental system maintains a common course catalog designed to facilitate ease of student transfer and collaborative programming across institutions.

   3.2. The university Vice President for Academic Affairs approves minor course and program modifications as defined by Academic Affairs Council.

   3.3. The System Chief Academic Officer approves new courses unique to a single university or common to more than one university after formal review by the Academic Affairs Council.

   3.4. The System Chief Academic Officer approves substantive course and program modifications after a formal review by the Academic Affairs Council. Substantive program modifications that allow for the creation of accelerated programs shall obtain formal approval by the Board.

4. **Institutional Program Review**

   4.1. Institutional program reviews assist in the continuous improvement of educational program quality. The review process should integrate strategic planning, budgeting, regional and specialized accreditation processes, and student-learning outcome assessment.

   4.2. The Academic Affairs Council (AAC, defined in Board of Regents Policy 1:7:2) shall maintain a detailed and formal set of guidelines related to institutional program review.

   4.3. Institutional program reviews shall occur at least once every seven (7) years for undergraduate and graduate programs that are not subject to specialized program accreditation or nationally recognized review processes. Institutions may use specialized program accreditation reviews to satisfy the requirements for institutional program reviews. In such cases, the timing of the review is determined by the cycle of specialized program accreditation.

   4.4. Program reviews shall include identification of undergraduate cross-curricular skill requirements as part of programmatic student learning outcomes and a review of assessment methods and outcomes for cross-curricular skill requirements per Board of Regents Policy 2:11

5. **Academic Degree Program Productivity Review Process**

   5.1. Students should have the opportunity to learn from and work with a diverse group of faculty and colleagues; programs that produce too few graduates have fewer opportunities for these beneficial interactions. Academic degree programs that do not meet the established minimum number of graduates will be inactivated unless the Board of Regents approves a continuation plan.

   5.2. The Academic Affairs Council (AAC, defined in Board of Regents Policy 1:7:2) shall maintain a detailed and formal set of guidelines related to academic degree program productivity.

   5.3. All academic degree programs that fail to meet the established graduate production thresholds will be identified in the academic degree program productivity report. The
program productivity report will depict the graduate production for all academic degree programs in the Regental system for the five most recent academic years.

5.4. The graduate production thresholds for each type of academic degree program are:

5.4.1. **Associate Degree**: Five (5) graduates a year or twenty-five (25) during the five (5)-year reporting period.

5.4.2. **Bachelor’s Degree**: Seven (7) graduates a year or thirty-five (35) during the five (5)-year reporting period.

5.4.3. **Master’s Degree**: Four five (45) graduates a year or twenty-five (25) during the five (5)-year reporting period.

5.4.4. **Professional & Doctoral Degree**: One (1) graduate a year or five (5) during the five (5)-year reporting period.

5.5. Programs flagged through the program productivity review process require a formal review at the institutional level. Following the review, the institution shall assign one of five designations to those programs for submission as part of the academic degree program productivity report that comes forward to the Board: 1) Retain Due to Critical Need; 2) Retain with Further Review Required; 3) Consolidate with Another Program on Campus; 4) Consolidate with Another Program within the System; 5) Terminate.

**FORMS / APPENDICES:**

None

**SOURCE:**

BOR May 1993; BOR January 2002; BOR December 2003; BOR August 2005; BOR March 2017
**SOUTH DAKOTA BOARD OF REGENTS**

**Academic and Student Affairs**

**AGENDA ITEM: 5 – E (4)**

**DATE: December 4-6, 2018**

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**SUBJECT**

BOR Policy 2:3 – System Undergraduate Admissions Revisions (Second Reading)

**CONTROLLING STATUTE, RULE, OR POLICY**

BOR Policy 2:3 – System Undergraduate Admissions

**BACKGROUND / DISCUSSION**

Under current undergraduate admissions policy, the requirements for a high school student to become a Regents Scholar include four units of English, four units of algebra or Higher mathematics, four units of science (including three units of an approved laboratory science), three units of social studies, two units of modern or classical language, and one unit of fine arts. Also, as was presented to the Board during their Joint meeting with the Board of Education Standards in May 2018, the South Dakota high school graduation requirements have been revised, and now include three endorsements, which are: Postsecondary Preparation, Career Preparation, and Advanced Postsecondary Preparation. Under the Advanced Postsecondary Preparation endorsement, there is a requirement for either Modern or Classical language or approved CTE courses. Also, the current South Dakota Opportunity Scholarship requirements, as outlined in SDCL § 13-55-31.1, allow for CTE courses to count toward the scholarship.

**IMPACT AND RECOMMENDATIONS**

The Board discussed the possibility of changing the requirements of the Regents Scholar diploma during the May 2018 Board meeting to more closely align with the Opportunity Scholarship. During this discussion there was general support by the Board for making this change. The formal revisions to BOR Policy 2:3 System Undergraduate Admissions would give students the option of taking two units of Career and Technical Education (CTE) courses as an alternative to the two units of modern or classical language, or a combination of language and CTE. This change would then ensure that students earning the Advanced Postsecondary Preparation endorsement also may earn the Opportunity Scholarship and the Regents Scholar diploma. This will help eliminate confusion at the high schools, and make requirements more consistent across.

**ATTACHMENTS**

Attachment I – BOR Policy 2:3 – System Undergraduate Admissions Revisions

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**DRAFT MOTION 20181204.5-E(4):**

I move to approve the second and final reading of the proposed revisions to BOR Policy 2:3 as presented.
SUBJECT: System Undergraduate Admissions

NUMBER: 2:3

A. PURPOSE
To establish the various options available for potential students to meet the undergraduate admission requirements within the Regental System.

B. DEFINITIONS
None

C. POLICY
1. Authorization for Individual Institutional Policies
   1.1. Each university may adopt specific admission regulations, consistent with law and the requirements set by the Board of Regents, as may be required for each school or program to assure acceptable student preparation and enrollment levels.
   1.2. A copy of such regulations and any subsequent amendments shall be filed with the Executive Director and shall be subject to review by the Board of Regents.

2. Baccalaureate Degree Admissions for High School Graduates
For admission to baccalaureate degree programs, high school graduates must either meet the Smarter Balanced or Curriculum requirements outlined below:

   2.1. Smarter Balanced
      2.1.1. Achieve a Level 3 or higher on the English Language Arts and Mathematics Smarter Balanced Assessments;

   2.2. Curriculum
      2.2.1. Meet the minimum course requirements with an average grade of C (2.0 on a 4.0 scale);
      OR
      2.2.2. Demonstrate appropriate competencies in discipline areas where course requirements have not been met; AND Rank in the top sixty (60) percent of their high school graduating class;
      OR
2.2.3. Obtain an ACT composite score of 18 (Redesigned SAT score of 950, or concorded equivalent for older SAT scores) or above;

**OR**

2.2.4. Obtain a high school GPA of at least 2.6 on a 4.0 scale.

2.3. Minimum Course Requirements

All baccalaureate or general studies students under twenty-four (24) years of age, including students transferring with fewer than twenty-four (24) credit hours, must meet the following minimum high school course requirements.

2.3.1. **Four (4) Years of English**: Courses with major emphasis upon grammar, composition, or literary analysis. One (1) year of debate instruction may be included to meet this requirement.

2.3.2. **Three (3) Years of Advanced Mathematics**: Algebra, geometry, trigonometry or other advanced mathematics including accelerated or honors mathematics (algebra) provided at the 8th grade level; not included are arithmetic, business, consumer or general mathematics or other similar courses.

2.3.3. **Three (3) Years of Laboratory Science**: Courses in biology, chemistry, or physics in which at least one (1) regular laboratory period is scheduled each week. Accelerated or honors science (biology, physics or chemistry) provided in the 8th grade shall be accepted. Qualifying physical science or earth science courses (with lab) shall be decided on a case-by-case basis.

2.3.4. **Three (3) Years of Social Studies**: History, economics, sociology, geography, government, including United States and South Dakota, American Problems, etc.

2.3.5. **One (1) Year of Fine Arts**: Art, theatre or music (appreciation, analysis, or performance). Documented evidence of high school level non-credit fine arts activity will be accepted for students graduating from high schools in states that do not require completion of courses in fine arts for graduation.

2.4. Alternate Criteria for Minimum Course Requirements

2.4.1. Students who do not successfully complete four (4) years of English may meet minimum course requirements through one of the following:

2.4.1.1. An ACT English subtest score of 18 or above.

2.4.1.2. An Advanced Placement Language and Composition or Literature and Composition score of 3 or above.

2.4.2. Students who do not successfully complete three (3) years of advanced mathematics may meet minimum course requirements through one of the following:

2.4.2.1. An ACT mathematics subtest score of 20 or above.

2.4.2.2. An Advanced Placement Calculus AB or Calculus BC score of 3 or above.

2.4.3. Students who do not successfully complete three years of laboratory science may meet minimum course requirements through one of the following:
2.4.3.1. An ACT science reasoning subtest score of 17 or above.
2.4.3.2. An Advanced Placement Biology, Chemistry, or Physics B score of 3 or above.

2.4.4. Students who do not successfully complete three (3) years of social studies may meet minimum course requirements through one of the following:

2.4.4.1. An ACT reading subtest score of 17 or above.
2.4.4.2. An Advanced Placement Microeconomics, Macroeconomics, Comparative or United States Government and Policies, European or United States History, or Psychology score of 3 or above.

2.4.5. Students who do not successfully complete one (1) year of fine arts may need minimum course requirements through:

2.4.5.1. An Advanced Placement History of Art, Studio Art drawing or general portfolio or Music Theory score of 3 or above.

3. **Associate Degree Admissions for High School Graduates**

3.1. A student who seeks admission to an associate degree program may gain acceptance by meeting any one of the following criteria.

3.1.1. Baccalaureate admissions requirements;

OR

3.1.2. Ranking in the top sixty (60) percent of their graduating class;

OR

3.1.3. A composite score of 18 or above on the enhanced ACT;

OR

3.1.4. A cumulative GPA of 2.6 while in high school.

3.2. Individual degree programs may have additional admissions requirements.

3.3. Associate Degree students who did not meet the baccalaureate degree admission requirements and who want to enter a baccalaureate degree program must:

3.3.1. Complete at least 15 credit hours of the system general education requirement with a 2.0 GPA; AND

3.3.2. Meet university minimum progression standards.

3.3.3. Exception Group: Each university may admit a group of students to associate programs, limited in size to ten (10) percent of the previous year’s freshman class, at the discretion of the university.

4. **Non-High School Graduates**

An applicant for baccalaureate or associate admissions who is not a high school graduate must:
4.1. Be 18 years or older to meet the compulsory school attendance requirement in South Dakota; **AND**

4.2. Complete the General Educational Development (GED) test credential with the following minimum test scores:

   4.2.1. Scores earned since January 1, 2014: Reach a score of at least 145 on each subject and a total score of 580 or higher across all four subjects;

   4.2.2. Scores earned before January 1, 2014: Reach a score of at least 150 on each subject and a total score of 600 or higher across all four subjects;

   **OR**

4.3. Complete the High School Equivalency Test (HiSET) and obtain a minimum score of 15 on each of the five subsections;

   **OR**

4.4. Complete the Test Assessing Secondary Completion (TASC) and obtained a minimum score of 500 on each of the five subtest categories.

5. **Home Schooled or Non-Accredited High School Students**

   Students who are home-schooled or who attend a non-accredited high school must submit an official transcript (in a semester format) for review from either an accredited regional authority or home school provider in conjunction with state requirements:

5.1. Baccalaureate Degree Program: For admission to baccalaureate degree programs, home school graduates must:

   5.1.1. Meet the minimum course requirements established in Section 2.3 of this policy with an average grade of C (2.0 on a 4.0 scale);

   **OR**

   5.1.2. Demonstrate appropriate competencies in discipline areas consistent with Section 2.4 of this policy where course requirements have not been met; **AND**

   5.1.3. Obtain an ACT composite score of 18 (Redesigned SAT score of 970, or equivalent for older SAT scores) or above.

5.2. Associate Degree Program: For admission to associate degree programs, home school graduates must:

   5.2.1. Meet Baccalaureate admissions requirements depicted in Section 5.1;

   **OR**

   5.2.2. Complete at least 15 credit hours of the system general education requirement with a 2.0 GPA; **AND**

   5.2.3. Meet university minimum progression standards.
6. **Non-Traditional Students**

Applicants who are at least twenty-four (24) years of age or older and who have not previously attended college will be admitted in good standing if they have graduated from high school or have completed the GED with scores as indicated in section 4.2 above.

7. **Exception Group**

Each university may admit a group of high school graduates who do not meet the requirements outlined in this policy to baccalaureate programs, at the university’s discretion. However, such group may not be larger than three (3) percent of the previous year's freshman class.

8. **Regents Scholars**

South Dakota high school graduates completing the following high school courses with no final grade below a "C" (2.0 on a 4.0 scale) and an average grade of "B" (3.0 on a 4.0 scale) shall be designated as Regents Scholars and shall be eligible to receive a Regents Scholar Diploma upon request by a high school administrator to the Department of Education and Cultural Affairs. High school graduates designated as Regents Scholars automatically are admitted to all six public universities.

8.1. **Four (4) Units of English**: Courses with major emphasis upon grammar, composition, or literary analysis; one year of debate instruction may be included to meet this requirement.

8.2. **Four (4) Units of Algebra or Higher Mathematics**: Algebra, geometry, trigonometry or other advanced mathematics including accelerated or honors mathematics (algebra) provided at the 8th grade level; not included are arithmetic, business, consumer or general mathematics or other similar courses.

8.3. **Four (4) Units of Science Including 3 Units of Approved Laboratory Science**: Courses in biology, chemistry, or physics in which at least one (1) regular laboratory period is scheduled each week. Accelerated or honors science (biology, physics or chemistry) provided in the 8th grade shall be accepted. Qualifying physical science or earth science courses (with lab) shall be decided on a case by case basis.

8.4. **Three (3) Units of Social Studies**: History, economics, sociology, geography, government--including U.S. and South Dakota, American Problems, etc.

8.5. **Two (2) Units of a Modern (including American Sign Language) or Classical Language**

8.6. **One (1) Unit of Fine Arts**: Art, theatre or music--appreciation, analysis, or performance.

9. **Transfer Students**

9.1. **Students Who Transfer to Baccalaureate Programs**

9.1.1. **Students who are under the age of twenty-four (24) at the start of the term and who are transferring into baccalaureate degree programs with fewer than**
twenty-four (24) transfer credit hours must meet the baccalaureate degree admission requirements.

9.1.2. Students with twenty-four (24) or more transfer credit hours with a cumulative GPA of at least 2.0 may transfer into baccalaureate degree programs and do not have to meet the baccalaureate degree admission requirements.

9.1.3. Specific degree programs may include additional admissions requirements.

9.2. Students Who Transfer to Associate Programs

9.2.1. Students who are under the age of twenty-four (24) at the start of the term and who are transferring into associate degree programs with fewer than twelve (12) transfer credit hours must meet the associate degree admission requirements.

9.2.2. Students with twelve (12) or more transfer credit hours with a cumulative GPA of at least 2.0 may transfer into associate degree programs and do not have to meet the associate degree admission requirements.

9.2.3. Specific degree programs may include additional admissions requirements.

9.3. Students from Non-Regental Accredited Colleges or Universities

9.3.1. Students may be accepted by transfer from other non-Regental universities outside of the SD system. Preferential consideration shall be given to applicants from institutions which are accredited by their respective regional accrediting association. Advanced standing shall be allowed within the framework of existing rules in each college. (Refer to BOR policy 2:5, Transfer of Credit).

9.4. Students from Non-Accredited Colleges

9.4.1. A university is not required to accept credits from a non-accredited college or university. The university may admit the applicant on a provisional basis and provide a means for the evaluation of some or all of the credits.

9.4.2. Credits from colleges or universities which are not accredited by a regional accrediting association may be considered for transfer, subject to all other provisions in BOR Policy 2:5 and any conditions for validation which may be prescribed by the accepting institution.

9.4.2.1. The validation period for credit from a non-accredited institution shall be no less than one (1) semester and no longer than one (1) academic year.

9.5. Former Students

9.5.1. A student returning to the institution at the same academic level or a student who has attended another higher education institution in the Board of Regents system at the same academic level is not required to pay the application fee but he or she must submit an application for readmission and other required documents if he or she has interrupted attendance by one or more regular semesters (Fall or Spring).

9.5.2. A former student shall be considered as a transfer student if he or she has attended a non-Regental university during the period of interruption of attendance.
9.6. Students Transferring Within the Regental System

9.6.1. Students transferring from a degree seeking program at one Regental university to a degree seeking program at another Regental university will be required to apply for admissions. (Refer to BOR policy 2:5, Transfer of Credit).

9.6.2. Students who have been admitted to a degree seeking or special program at one Regental university may register for courses at any Regental university without submitting another application.

9.7. Students on Probation/Suspension

9.7.1. Students enrolling in the Regental system for the first time with prior credit, including internal and external transfer students and dual credit students, shall not be placed on probation by their designated home institution until they have been enrolled at a Regental university for one (1) academic term. Once one (1) academic term has been completed, students are expected to meet the GPA requirements outlined in BOR Policy 2:10 for establishing Good Academic Standing.

9.7.2. If the last institution attended was outside the Regental system, and the transfer applicant left under academic suspension, the applicant shall not be considered for admission during the period of suspension or, if suspended for an indefinite period, until one (1) semester has passed since the last date of attendance at the previous school.

9.7.3. Students on academic suspension from a Regental university will not be allowed to register for any coursework at any Regental university except when an appeal has been approved by the Regental university from which the student is pursuing a degree. An approved appeal granted by one Regental university will be honored by all Regental universities. (Refer to BOR Policy 2:10).

9.8. Disciplined Students

9.8.1. A transfer applicant under disciplinary suspension shall not be considered for admission until a clearance and a statement of the reason for suspension is filed from the previous institution. The university shall take into account the fact of the previous suspension in considering the application.

10. Non-degree Seeking

10.1. Undergraduate students not admitted to a degree program are admitted with non-degree seeking student status.

10.2. A degree-seeking undergraduate student admitted at one Regental institution may apply to take classes under non-degree seeking admission status at any other Regental institution.

11. Applications and Procedures

11.1. Application for Tuition and Fee Reductions and Scholarships Established by the Legislature
11.1.1. Students should contact the Admissions Office at each university for information on eligibility for tuition and fee reductions and scholarships established by the Legislature.

11.2. Application Submission

11.2.1. An applicant for admission must submit the required application for admission and the necessary official transcript or transcripts and other required documents to the Enrollment Services Center.

11.3. Records Required

11.3.1. Applicants who are twenty-one (21) years of age or younger must submit: ACT (or SAT) results, an official high school transcript (if a high school graduate), or proof of GED and an official transcript for all previous college work as part of their application.

11.3.1.1. In those cases where an admission decision can be made based on the student’s academic record, the requirement to submit ACT/SAT results may be waived.

11.3.2. Applicants who are older than twenty-one (21) years of age and who have valid ACT/SAT exam results (taken within the last five (5) years) must submit those scores, along with an official high school transcript or proof of GED/HiSET/TASC and an official transcript for all previous college work.

11.3.3. Applicants who are older than twenty-one (21) years of age and who do not have valid ACT/SAT exam results or who have not taken the exams are not expected to take the exam. However, they are required to submit an official high school transcript, if a high school graduate, and an official transcript for all previous college work. Applicants should also submit any other records, data or letters required to support eligibility for admission, including competency test scores.

11.3.4. SAT scores will be converted to ACT equivalences according to a table approved by the Board of Regents.

11.3.5. In rare cases, the requirement to submit ACT/SAT or GED/HiSET/TASC results may be waived for transfer students who have completed more than twenty-four (24) credit hours of transfer work since these scores are not required in the admission decision process.

11.3.6. The requirement to submit high school transcripts as well as ACT/SAT or GED/HiSET/TASC results may be waived for transfer students who have earned an associate or baccalaureate degree, regardless of the age of the student since these are not required in the admission decision process.

11.3.7. Transcripts: A paper official transcript must bear the original seal and signature of the official in charge of records at the institution and is transmitted directly between institutions. An electronic official transcript must be transmitted directly between institutions using the electronic transcript service authorized by the sending institution and acceptable to the receiving institution.
11.4. Preadmission Immunization Requirements

11.4.1. Terms in this section of the Policy mean:

11.4.1.1. "Public or private postsecondary educational institution" or "institution": Any entity permitted to offer postsecondary education credits or degrees in South Dakota under § 13-49-27.1.

11.4.1.2. "Student": any person born after 1956 who is registering for more than one class during an academic term, such as a quarter or a semester. The term includes any person who meets face-to-face at least once per week to receive instruction. The term does not include any person who receives non-credit-bearing or on-the-job training services.

11.4.2. Any student entering a public or private postsecondary education institution in this state for the first time after July 1, 2008, shall, within forty-five (45) days after the start of classes, present to the appropriate institution certification from a licensed physician that the student has received or is in the process of receiving the required two doses of immunization against measles, rubella, and mumps. As an alternative to the requirement for a physician's certification, the student may present:

11.4.2.1. Certification from a licensed physician stating the physical condition of the student would be such that immunization would endanger the student's life or health;

11.4.2.2. Certification from a licensed physician stating the student has experienced the natural disease against which the immunization protects;

11.4.2.3. Confirmation from a laboratory of the presence of adequate immunity; or

11.4.2.4. A written statement signed by the student that the student is an adherent to a religious doctrine whose teachings are opposed to such immunizations. If the student is under the age of eighteen, the written statement shall be signed by one parent or guardian.

11.4.3. The institution shall require that the documentation from the student, provided for by section 11.4.2 of this policy, be submitted within forty-five (45) days after the start of classes.

11.4.4. A student allowed to register while completing the round of required vaccinations who fails to provide satisfactory documentation of his or her immune status or of a medical excuse under section 11.4.2 of this policy shall not be permitted to attend classes after the forty-fifth (45th) day or, in the case of classes delivered in less than forty-five (45) days, to register for or to attend classes beginning in a subsequent term. Every attempt should be made to collect this information at the time of admission.

11.4.4.1. Students who are unable to ascertain their immunization status may obtain, at their own expense, the necessary tests and vaccination from the Student Health Service of their university.
11.4.5. In the event the South Dakota State Department of Health declares an epidemic of measles, mumps or rubella, the institution involved shall provide to the State Department of Health a list of students who have not submitted immunization documentation. Subsequent campus actions shall consider the advice and authority of the South Dakota State Department of Health. Students who have no vaccination or immunity against the required preventable infectious diseases may be dismissed from the campus.

11.4.6. Vaccination for hepatitis B is required for students before they can be admitted to certain health profession programs. Each institution will compile information about current program-related vaccination requirements and make this information available to students along with other curricular and registration materials. It will be the responsibility of the department of the specific health profession program to ensure that the vaccination requirement has been met.

11.4.7. Immunization for tetanus, diphtheria, poliomyelitis, varicella and meningitis is recommended, as is a tuberculin test. Vaccination for hepatitis B is also recommended, and an annual influenza vaccination is recommended for students living in residence halls to minimize disruption of routine activities during influenza outbreaks.

FORMS / APPENDICES:
None

SOURCE:
SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 5 – F (1)
DATE: December 4-6, 2018

SUBJECT
Intent to Plan: BHSU BS in Liberal Arts for the Marketplace

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 2:23 – Program and Curriculum Approval

BACKGROUND / DISCUSSION
Black Hills State University (BHSU) requests authorization to prepare a program proposal for a Bachelor of Science (BS) in Liberal Arts for the Marketplace (LAMP). The LAMP program will allow students to study traditional liberal arts and social science disciplines while gaining additional skills needed in the modern workforce. The program would combine the 18 hours of coursework typically found in liberal arts and social science minors with additional courses in social media, job readiness, communication, a technical skill, and an internship. Students may graduate with the LAMP major alone or as a second major to complement other programs.

BHSU cites multiple studies indicating that the skills provided by the LAMP degree are in demand in the workforce. These include but are not limited to a Hart Research Associates/Association of American Colleges and Universities study citing employer needs for candidates who “demonstrate capacity to think critically, communicate clearly, and solve complex problems.”

IMPACT AND RECOMMENDATION
BOR Policy 1:10:4 defines BHSU as a “liberal arts university.” No related programs currently exist in the state. The proposed program is among the first of its kind in the nation. BHSU anticipates enrolling up to 120 students in the program through the next five years after implementation. BHSU does not anticipate asking for new state resources for the program.

(Continued)

DRAFT MOTION 20181204_5-F(1):
I move to authorize BHSU to develop a program proposal for a BS in Liberal Arts for the Marketplace, as presented.
Board office staff recommends approval of the intent to plan with the following conditions:

1. The university will research existing curricula, consult with experts concerning the curriculum, and provide assurance in the proposal that the program is consistent with current national standards and with the needs of employers.

2. The proposal will define the specific knowledge, skills, and competencies to be acquired through the program, will outline how each will be obtained in the curriculum and will identify the specific measures to be used to determine whether individual students have attained the expected knowledge, skills, and competencies.

3. The university will not request new state resources without Board permission, and the program proposal will identify the sources and amounts of all funds needed to operate the program and the impact of reallocations on existing programs.

ATTACHMENTS
Attachment I – Intent to Plan Request Form: BHSU – PhD in BS in Liberal Arts for the Marketplace
SOUTH DAKOTA BOARD OF REGENTS
ACADEMIC AFFAIRS FORMS

Intent to Plan for a New Program

Use this form to request authorization to plan a new baccalaureate major, associate degree program, or graduate program; formal approval or waiver of an Intent to Plan is required before a university may submit a related request for a new program. The Board of Regents, Executive Director, and/or their designees may request additional information. After the university President approves the Intent to Plan, submit a signed copy to the Executive Director through the system Chief Academic Officer. Only post the Intent to Plan to the university website for review by other universities after approval by the Executive Director and Chief Academic Officer.

UNIVERSITY: BHSU
DEGREE(S) AND TITLE OF PROGRAM: B.S. Liberal Arts for the Market Place (LAMP)
INTENDED DATE OF IMPLEMENTATION: Fall 2018

University Approval
To the Board of Regents and the Executive Director: I certify that I have read this intent to plan, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

President of the University
Date

1. What is the general nature/purpose of the proposed program?

Research suggests that employers are seeking candidates with skills emphasized in the liberal arts: communication and critical thinking among others. Yet while traditional liberal arts students do, in fact, develop marketable skills through their academic programs, they often lack important things: 1) the practical understanding of how to market those skills and 2) additional, applied coursework (in graphic design or accounting, for example) that would bring them to the top of a pile of applications.

Thus, to better serve our students entering the current job market, BHSU proposes a new major combining the best of a professional program with the best of a liberal arts major. If approved, the Bachelor of Science (BS) in Liberal Arts for the Marketplace (LAMP) will allow students who want postsecondary liberal arts education to receive that it while also gaining additional skills recognized as needed in the modern workforce. LAMP majors will study traditional liberal arts and social science disciplines in addition to taking a curriculum focused on technical and communication skills desired by employers in a variety of industries. As with any other academic program, students may use LAMP as a stand-alone major, but it may also use it to complement other majors (double major).
The current model of higher education separates students into those who wish to study an academic field and those who wish to prepare for the job market—to divide students into liberal arts majors and business and other professional majors. As higher education becomes more expensive, students and their families understandably select majors they believe will ensure gainful employment. Yet, as current, national research suggests, employers consistently favor candidates with the broader skills emphasized in the liberal arts: communication, critical thinking, problem solving, and collaboration. Students with majors in the liberal arts are highly competitive in the job market and have the broad skills needed for long-term success. However, to be still more competitive in a variety of careers, they need the following: 1) the ability to market themselves, particularly their broad skills. 2) technical skills including professional uses of social media. 3) further emphasis on oral and written communication. 4) internships

Therefore, to better prepare our students for their first jobs and long-term careers, as well as making learned skills apparent to future employers, we propose a new major: Liberal Arts for the Marketplace (LAMP). This program would build on any academic (non-professional) minor and add additional workplace competencies.

The LAMP major would require the following:
- All coursework required for any minor in a non-professional program, typically 18 credit hours. (Note: students would not then be awarded the minor).
- 3 credits in professional uses of social media (new course)
- 1 credit in job readiness at the sophomore level (new course)
- 1 credit in job readiness at the junior level (new course)
- 6 credits in communication (oral, written, visual) beyond those required in general education. (existing courses)
- 6 credits in technical skill (for example: accounting, finance, graphic design, gallery management
- 1-3 credit internship

In creating this model, we consulted Student Senate and the director of Admissions as well as all academic deans, the college’s retention and recruitment specialist and all faculty in the College of Liberal Arts. Deans from other universities contributed ideas through the Council for Colleges of Arts and Sciences.

Why a major instead of a minor?
Initially, we considered a minor. However, the director of the Office of Admissions said this major would be a valuable tool for recruitment and that minors are not useful for that purpose. She emphasized that prospective students are generally only interested in majors.

Whom would this program serve?
It would serve students who wish to take majors in the arts and sciences arts (theater, English, history, biology, for example) but who do not wish to go into secondary education. It would also serve students who wish to have majors in the traditional liberal but whose parents steer them toward programs perceived as more marketable.
Additional Advantages:
According to our retention and recruitment specialist, students often are at a loss for how to structure their elective credits, which have recently increased with the reduction in requirements for the general education program.

What is the need for the proposed program (e.g., Regental system need, institutional need, workforce need, etc.)? What is the expected demand for graduates nationally and in South Dakota (provide data and examples; data sources may include but are not limited to the South Dakota Department of Labor, the US Bureau of Labor Statistics, Regental system dashboards, etc.)?

Overview:
The skills acquired by our liberal arts majors are critical to the twenty-first century workplace and to the marketability of our students. Yet, many students who wish to take majors in the liberal arts choose other majors—in business or education—because they believe professional majors will make them more marketable. Additionally, students who do graduate with liberal arts majors are often unaware of how to market themselves. The Liberal Arts for the Marketplace major would help solve both of these problems.

Rationale:
1) The research suggests that majors in the liberal arts provide highly valuable job skills that employers seek and that would support key areas of the South Dakota workforce.

- A survey of 318 employers—conducted by Hart Research Associates on behalf of the Association of American Colleges and Universities—found that 93% were more interested in general skills than in a candidate’s major. In particular, they looked for candidates who could “demonstrate capacity to think critically, communicate clearly, and solve complex problems.” These are skills honed in majors like history, philosophy, or English—majors at the foundation of a liberal arts education.¹

- This finding is echoed in other respected sources outside academia. For example, Susan Adams of Forbes Magazine, citing research from the National Association of Colleges and Employers (NACE), asserts that the top skills most desired by employers (for 2015) were related to teamwork, problem solving, and communication.²

- South Dakota is ranked fourth in the national for the percentage of workers who are self-employed (14.2%). Self-employed workers in particular need the broad,

problem-solving and communication skills associated with the liberal arts in addition to applied skills such as accounting, finance, design, and social media.³

- In South Dakota other significant areas of need for these broad skills are in non-medical positions in health care (Health care employs 9.8% of the SD labor force, higher than the national average of 9.0%) and in public service.⁴

- The South Dakota labor force has a greater than average percentage of its workers in non-profit organizations, including those who support education, health, the arts, and social services. According to The Bureau of Labor Statistics, 10-14.9% of the South Dakota work force is employed in this area. Only New England and Washington D.C. have a higher percentage of their workforce in these fields. Workers in non-profit organizations—with the exception of those in specialized areas—need the broad skills of communication and critical analysis associated with the liberal arts.⁵

2) **The perception** that professional programs are **better** preparation for careers is **widespread but incorrect**.

- As Mark McNutt of *U.S. News and World Report* points out, “students are clamoring for degrees that will help them secure jobs in a shifting economy, but to succeed in the long term, they’ll require an education that allows them to grow, adapt, and contribute as citizens—and to build successful careers.” He argues that though “prevailing wisdom” indicates a growing emphasis on “career-ready” degrees, “employers readily identify the creative, communicative and problem-solving acumen traditionally associated with liberal arts majors as the most valuable attributes of new hires.”⁶

- According to Yoni Appelbaum of *The Atlantic*, our university’s need to recognize that while business programs do prepare students for immediate future work upon graduation, “to succeed in the long term, they’ll require an education that allows them to grow, adapt, and contribute as citizens.”⁷

- Changes in international models of higher education suggest the United States was once correct to emphasize the Liberal Arts. BHSU’s memorandum of understanding with Baoding University is emblematic of a shift in Chinese higher education toward

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an American-style, liberal arts model as identified by Matthew C. Moen and Bob Sutton, writing for the *Argus Leader*. They point out, in China there is a wide-spread recognition that “too much reliance on training has stifled creativity” causing “the Chinese to consciously mimic elements of liberal arts education.”

3) Current evidence suggests that an effective academic program has a **liberal arts foundation as well as elements of a “career-ready” program.**

   - Georgette Chapman Philips and Donald E. Hall, writing for *The Washington Post*, argue that students are best served by programs that combine career-based, business curricula with the liberal arts.  
   - According to Goldie Blumenstyk of *The Chronicle of Higher Education*, employers look for the so-called soft skills that are the foundation of a liberal arts education but liberal arts majors can improve their marketability by attaining a basic level of experience in specific skills, social media or data analysis for example.

4) Despite such evidence for the value of a liberal arts education, and consistent with national trends, **BHSU has seen a decline in enrollments in majors associated with the liberal arts** as students move to professional programs.

**Students in Key Majors in the College of Liberal Arts (excluding those in Secondary Education.)**

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<tr>
<th></th>
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<th>ENGL</th>
<th>HIST</th>
<th>MCOM</th>
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<td>45</td>
<td>84</td>
<td>79</td>
<td>125</td>
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</tr>
</tbody>
</table>

As indicated by the above chart, a decline is evident in all five of these key majors.

The big picture is similar. The total number of non-education, liberal arts majors has declined during this same period.

**Number of Students in Majors in the Liberal Arts Exclusive of Secondary Ed.**

Note: In the BHSU College of Liberal Arts these include theater, music, art, speech, English, Mass Communications, history, math, and political science. Also, included from the other colleges are the natural sciences and behavioral sciences.

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Informally gathered evidence suggests that this decline is **not for lack of interest** in the Liberal Arts. Rather it is out of concern for **marketability**.

At a meeting between the School of Math and Social Sciences and the Office of Admissions, Admissions representatives were asked, “How often does a prospective student say he or she wants to have a major in the liberal arts, and the parent dismisses the idea with a comment like, ‘What would you ever do with THAT degree?’” One of the admissions reps said, “Every day,” and the rest agreed.

Such misconceptions are consistent with those expressed in current political conversation at the state and national level.

In 2014, South Dakota Governor Daugaard advised students participating in Girl’s State toward technical degrees rather than degrees in the liberal arts. He said,”“I’m not saying you shouldn’t follow your dreams [. . . .] If you’ve got your heart set on being a philosopher and you’re going to get a degree in philosophy, God bless you. Have at it. But know that at the end of that … four-year road, it’s very difficult to get a job.””

In 2011, Florida’s governor Rick Scott said, ””If I’m going to take money from a citizen to put into education then I’m going to take that money to create jobs. So I want that money to go to degrees where people can get jobs in this state. Is it a vital interest of the state to have more anthropologists? I don’t think so.””

Current approaches to this nation-wide problem are evident from responses to a recent **query of deans** who are members of the **Council of Colleges of Arts and Sciences**. (See Appendix A: CCAS Query and Responses)

In sum, universities frequently try to bridge the gap between academics and job-readiness by making adjustments to existing curricula to emphasize internships, workshops, and seminars on resume development. They also depend on fostering collaboration between faculty and staff in career centers. Some institutions have created hybrid majors with both liberal arts and business courses, and some have business minors tailored for liberal arts majors.

Additional online research provides other models. At least one university--The University of Central Oklahoma--has a major called **“Applied Liberal Arts,”** but it appears similar to our General Studies major. **New York University** provides one of the most integrated programs. It has a center devoted to the applied liberal arts, with a variety

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<th>2012</th>
<th>2013</th>
<th>2014</th>
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</table>

11 There has also been a decrease in secondary education majors in the liberal arts, with 226 majors in 2012 and 178 in 2016.


of kinds of academic programs and with a mission of promoting the study of the humanities in relation to professional development.

In short, it seems that universities across the nation have just begun to address the issues indicated by the research.

8) The proposed program – apparently the first of its kind – incorporates existing approaches into a holistic model that will allow us to 1) **Prepare** our students for both their first jobs and long-term careers. 2) **Strengthen** our Liberal Arts program. 3) **Recruit** students to the university.

The proposed program in Applied Liberal Arts national support when presented informally at a panel discussion (titled “Marketing Your Liberal Arts Program”) during the annual meeting of the Council of Colleges of Arts and Sciences held in San Diego in February, 2017. The moderator for the panel described BHSU’s idea of the LAMP major as the best idea to come from that session. (See Appendix B.)

5. **How would the proposed program benefit students?**

The proposed program—in direct response to campus, state, and national conversations about the utility of the liberal arts—would allow students to study what interests them in college and, at the same time, to prepare for the job market.

6. **How does the proposed program relate to the university’s mission as provided in South Dakota Statute and Board of Regents Policy, and to the current Board of Regents Strategic Plan 2014-2020?**

SDCL 13-59-1 designates the primary purpose of BHSU as the preparation of elementary and secondary teachers and authorizes the Board of Regents to approve programs other than in education.

Board Policy 1:10:4 authorizes BHSU to provide baccalaureate programs in liberal arts and sciences as well as other areas, and promote excellence in teaching and learning, to support research, scholarly and creative activities, and to provide service to the State of South Dakota and the region. The Board has designated BHSU as the only multipurpose university in Western South Dakota.

The proposed program would reside in the College of Liberal Arts and would provide elements common to programs in business and technology. Thus, it would both join and fulfill central components of the university’s mission.

The program also aligns with goals of the Board of Regents Strategic Plan 2014-2020, including but not limited to growing the number of undergraduate degrees awarded, improving first year retention rates, and growing the number of students participating in experiential learning.

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14 South Dakota statutes regarding university mission are located in SDCL 13-57 through 13-60; Board of Regents policies regarding university mission are located in Board Policies 1:10:1 through 1:10:6. The Strategic Plan 2014-2020 is available from [https://www.sdbor.edu/the-board/agendaitems/Documents/2014/October/16_BOR1014.pdf](https://www.sdbor.edu/the-board/agendaitems/Documents/2014/October/16_BOR1014.pdf).
7. Do any related programs exist at other public universities in South Dakota? If a related program already exists, explain the key differences between the existing programs and the proposed program, as well as the perceived need for adding the proposed new program. Would approval of the proposed new program create opportunities to collaborate with other South Dakota public universities?\(^1\)

There are no related programs in the South Dakota regental system. Components of this program (such as the emphasis on internships and instruction on résumé building) are common nationally as indicated from responses archived in Appendix A. This program is not intended as a collaborative project with other institutions.

8. Do related programs exist at public colleges and universities in Minnesota, North Dakota, Montana, and/or Wyoming?\(^2\)

<table>
<thead>
<tr>
<th>Institution</th>
<th>Program Title</th>
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<tbody>
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<tr>
<td>Montana</td>
<td>none</td>
</tr>
<tr>
<td>Wyoming</td>
<td>none</td>
</tr>
</tbody>
</table>

9. Are students enrolling in this program expected to be new to the university or redirected from other existing programs at the university?

Both. We expect enrollments in this program to come from three sources 1) New students attracted to the university for this particular program. 2) Existing students who had previously chosen majors in professional areas but who find a liberal arts-based curriculum more appealing. 3) Students in the liberal arts who wish to double majors as a means of enhancing marketability. Recent reductions to the general education program make it easier for students to complete two majors within the 120 hours required for the bachelor’s degree.

10. What are the university’s expectations/estimates for enrollment in the program through the first five years? What are the university’s expectations/estimates for the annual number of graduates from the program after the first five years? Provide an explanation of the methodology the university used in developing these estimates.

Groups 1 and 2: New students and existing students in professional programs. Recent losses in the number of liberal arts majors (aside from those in secondary education) may serve as an indicator of the number of students who have moved toward professional programs within BHSU or to other institutions that better satisfy their needs for job readiness. These programs have lost 119 students since 2012. Thus, we can reasonably project that within 5 years, we could have 119 students in the LAMP program from new and existing students recruited from professional programs.

\(^{1}\) Lists of existing system programs are available through university websites and the RIS Reporting: Academic Reports database available from [http://apps.sdbor.edu/ris-reporting/AcademicProgramReports.htm](http://apps.sdbor.edu/ris-reporting/AcademicProgramReports.htm).

\(^{2}\) This question addresses opportunities available through Minnesota Reciprocity and WICHE programs such as the Western Undergraduate Exchange and Western Regional Graduate Program in adjacent states. List only programs at the same degree level as the proposed program. For example, if the proposed program is a baccalaureate major, then list only related baccalaureate majors in the other states and do not include associate or graduate programs.
Group 3: We plan to recruit students from within the liberal arts to take LAMP as a second major as a means of adding marketability and enhancing broad skills. With a goal of recruiting 20% of existing students to this major within 5 years (those not also in secondary education), we can project 70 additional students admitted to the major within 5 years.

<table>
<thead>
<tr>
<th></th>
<th>1st year</th>
<th>3rd year</th>
<th>5th year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Groups 1 and 2: New Students and those in Existing Professional Programs</td>
<td>25</td>
<td>100</td>
<td>119</td>
</tr>
<tr>
<td>Group 3: Existing Liberal Arts Majors</td>
<td>20</td>
<td>35</td>
<td>73 (20% of 367, which equals total non-Sec. Ed. LA majors in 2016)</td>
</tr>
<tr>
<td>Total:</td>
<td>45</td>
<td>135</td>
<td>192</td>
</tr>
</tbody>
</table>

11. Complete the following charts to indicate if the university intends to seek authorization to deliver the entire program at any off-campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or intends to seek authorization to deliver the entire program through distance technology (e.g., as an on-line program)?

<table>
<thead>
<tr>
<th>Yes/No</th>
<th>If Yes, list location(s)</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Off-campus</td>
<td>No</td>
<td>Some courses would be taught at BH-RC through the program as a whole would not be offered there.</td>
</tr>
<tr>
<td>Distance Delivery</td>
<td>No</td>
<td>Some courses would have online options, but the program could not be completed without some face-to-face courses.</td>
</tr>
</tbody>
</table>

12. What are the university’s plans for obtaining the resources needed to implement the program? Indicate “yes” or “no” in the columns below.

<table>
<thead>
<tr>
<th>Development/Start-up</th>
<th>Long-term Operation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reallocate existing resources</td>
<td>Yes</td>
</tr>
<tr>
<td>Apply for external resources</td>
<td>No</td>
</tr>
</tbody>
</table>

17 The accreditation requirements of the Higher Learning Commission (HLC) require Board approval for a university to offer programs off-campus and through distance delivery.
18. **Curriculum Example: Provide (as Appendix A) the curriculum of a similar program at another college or university.** The Appendix should include required and elective courses in the program. Catalog pages or web materials are acceptable for inclusion. Identify the college or university and explain why the selected program is a model for the program under development.

We know of no other programs like this in the country. A national query of deans of colleges of arts and sciences brought out no programs such as this. The closest match was a business major intended as a double major for students whose primary major was in the liberal arts.

The curriculum we propose is as follows:

Note: courses taken to satisfy these requirements will not also count toward satisfaction of general education requirements or toward the primary major.

**For those with Primary Major in Liberal Arts (including behavioral and natural sciences)**

- Course work required for any non-professional minor including those in the College of Liberal Arts, the School of Behavior Sciences, and the School of Natural Sciences.

- Oral and Written Communication—12 credits selected from the following beyond those taken to satisfy requirements from the general education program and for the primary major.  
  SPCM 201 Interpersonal Communication  
  SPCM 222 Argumentation and Debate  
  SPCM 410 Organizational Communication  
  SPCM 485 Conflict Resolution  
  WTRG/ENGL 379 Technical Writing  
  ENGL 401 Advanced Writing  
  MCOM 320 Freelance Writing  
  Any Courses in Non-English Language

- Technical Skills—6 credits. Courses would include the following:  
  ACCT. Any course in accounting.  
  ARTH 415 Gallery Management  
  BADM 310 Business Finance  
  BADM 334 Small Business Management  
  BADM 336 Entrepreneurship I  
  CS 150 Computer Science I (or other computer course)  
  MCOM 161 Fundamentals of Desktop Publishing  
  MCOM 221 Audio Production

Note that requesting the Board to seek new State resources may require additional planning and is dependent upon the Board taking action to make the funding request part of their budget priorities. Universities intending to ask the Board for new State resources for a program should contact the Board office prior to submitting the intent to plan.
MCOM 265 Basic Photography (or other photography course)
MCOM 301 Video Production
MCOM 322 Radio Production
MCOM 328 Advertising Media Communications
THEA 241 Stagecraft
THEA 344 Fundamentals of Design

- Social Media Literacy—3 credits. *New course.*
- Sophomore seminar—1 credit. *New course.*
- Junior seminar—1 credit. *New course.*
- An internship (if not already included in coursework for the minor)—3 credits.

**For those with Primary Major in a Professional Program**
- 12 hours from the coursework of any minor in the liberal arts including natural and behavior sciences.
- Oral and Written Communication—12 credits selected from the following beyond those taken to satisfy requirements from the general education program and for the primary major.
  SPCM 201 Interpersonal Communication
  SPCM 222 Argumentation and Debate
  SPCM 410 Organizational Communication
  SPCM 485 Conflict Resolution
  WTRG/ENGL 379 Technical Writing
  ENGL 401 Advanced Writing
  MCOM 320 Freelance Writing
  Any Courses in Non-English Language
- Collaboration and Problem Solving—6 credits selected from the following.
  AIS 225 / SOC 225 American Indian Women
  AIS 422/SOC 422 Contemporary Issues
  AIS 454 Community Organization and Development
  JMS 200 Introduction to Human Services
  HMS 400 Programing and Planning Evaluation
  PSYCH 101 General Psychology
  PSYCH 481 Psychology and the Law
  SOC 150 Social Problems
  SOC 350 Race and Ethnic Relations
  SOC 326 Conflict Resolution
  MATH 281 Introduction to Statistics
- Sophomore seminar—1 credit. *New course.*
- Junior seminar—1 credit. *New course.*

14. **Additional Information:** Also, see Appendices A and B at the end of this document.

Selected responses from members of the Council of Colleges of Arts and Sciences.
Hello All,

Although research shows that employers are looking for exactly the skills developed in the liberal arts (critical thinking, problem solving, oral and written communication), prospective students at my university are often reluctant to take majors in the liberal arts even if they have a real passion for one of these fields. Also, our upcoming graduates in the College of Liberal Arts often have little sense of how to find jobs that match their skills. In short, we need a practical, applied component to the curriculum.

Do any of your institutions have this applied component, and if you do, would you please explain how it works? I am thinking of capstone courses that aid in job searches, recommended pairings of liberal arts majors with professional minors, or any other institutionalized path whereby students learn to apply their liberal arts background to the business of becoming employed.

Thank you.

Dr. Amy Fuqua  
Dean of the College of Liberal Arts

Jonas 108  
(605)642-6420

The College of Liberal Arts  
Black Hills State University  
1200 University St.  
Spearfish, SD 57799
Hello Amy,

Attached is a draft syllabus for a Career Planning and Prep course that we are implementing this fall for almost all majors in Liberal Arts (except for majors that already include this in their curriculum). Ideally, sophomore students will take this course in their second semester. We would like to use this course to prime the pump for more of our students taking internships, a key characteristic for them receiving interviews after graduation.

Several members of my staff have participated in the development of this course led by Charles Israel. He is copied on this email.

Best wishes,
Joe

Joseph A. Aistrup  
Dean, College of Liberal Arts  
Professor, Political Science  
Auburn University  
Auburn, AL 36849-5223  
(o) 334-844-2183  
jaistrup@auburn.edu
LBAR 2010 – Liberal Arts Careers Preparation  
Fall, 2016

Dr. Jane B. Teel  
Lecture: 2370 Haley Center (Friday)  
Office:  
Phone:  
E-mail: teeljan@auburn.edu  
Office Hours: 2:00-3:00 pm M/W  
___________T/Th  
Other times by appt.

Break Out Section – LBAR 2010-001 - Wednesday  
Room:  
Instructor:  
Office:  
Phone:  
Email:  
Office Hours:

Course Credit: 2 hours

Course Description: This course is designed to help Liberal Arts majors and pre-majors identify their strengths and talents as liberal arts students, to seek appropriate educational and extracurricular experiences, and to plan for a successful transition from college to career.

Course Objectives: As a result of your participation in this class, you should be able to:
1. Identify strengths and interests and connect them to potential career paths.
2. Develop a Liberal Arts story to leverage their degree and experiences in the interview process and workplace.
3. Conduct an internship, job, or graduate school search including networking and interview preparation.
4. Create a professional resume and cover letter appropriate for internship or job opportunities.
5. Understand the basics of the ePortfolio including collection, organization, interpretation, and construction of an artifact for use in an ePortfolio.
6. Demonstrate an awareness of career related resources available to students.
7. Understand the importance of continuing self-assessment and self-marketing as education and experience continues.

Textbook: (required)  

Additional articles and media may be added throughout the semester. If assignments are added, they will be posted on Canvas.
Course Requirements:

Assignments:

1. **Wandering Diagram** – Based on Chapter 2 and class discussion, each student will create a Wandering Map and complete a related worksheet. The Wandering Map will be submitted via paper copy to instructor. The worksheet will be submitted via text-entry in Canvas.

2. **ePortfolio Artifact** – After the presentation by an ePortfolio consultant, each student will develop an artifact appropriate for inclusion in an ePortfolio. The artifact will communicate a skill or experience. This project will be an introduction to the ePortfolio Project as students learn how to relate their Auburn experience to an audience.

3. **Reflective Analysis of Alumni Panel** – Each student will prepare a reflective summary of the information shared by the alumni panel relative to their individual career plans and the content of this course.

4. **Probability Plan** - Each student will complete a probability plan worksheet following Wandering Strategy 1, 2, or 3. After completing the worksheet, the student will develop a probability plan following the selected wandering strategy. The probability plan will be submitted as a paper copy to the instructor.

5. **Networking Plan, Informational Interview and Report** – Each student will identify and execute appropriate steps of a networking plan related to their Probability Plan. Then arrange an interview (in person, by phone, by web conference, etc.) Following the interview, prepare a report on the entire experience including reflection on the networking plan and how the interview effects the student’s plan and attitudes.

6. **Job/Internship/Graduate School Posting Analysis** – Each student will select a specific opportunity for which you plan to apply. This project includes an analysis of the requested materials for an application and requires your self-assessment of your approach to the opportunity. (Tiger Recruiting may be a resource for this project.)

7. **LinkedIn Profile** – Each student will create or update their LinkedIn profile and join the College of Liberal Arts LinkedIn account. (This assignment will potentially require meeting with an AU career counselor for review.)

8. **Post-Application Correspondence** – Based on the individual informational interview, each student will write a thank you note appropriate for the conducted interview.

9. **Application Material 1 - Resume** – Based on the Posting Analysis project, each student will prepare a chronological resume. The student will submit their resume as a text-entry in Canvas and submit a paper copy of the resume to the instructor.

10. **Application Material 2 – Cover Letter** – Based on the Posting Analysis project, each student will prepare a cover letter. The cover letter will be submitted as a text-entry in Canvas and submit a paper copy of the resume to the instructor.
11. **Elevator Pitch and Peer Review** – Each student will create and deliver an elevator pitch. An elevator pitch is a 30 second presentation that states who you are. The presentation will be video recorded and submitted via Canvas. Each student will be assigned 2 student recordings to evaluate. The evaluations will be submitted via text-entry in Canvas.

12. **Class Document Collection and Reflection**– The following assignments should be combined in one file and submitted via Canvas: wandering map; e-Portfolio artifact; alumni panel reflection; probability plan; networking plan, informational interview, and report; job/internship/graduate school posting analysis; LinkedIn profile; post application correspondence; resume; cover letter, and text for elevator pitch. All assignments must be included (even if the student did not submit the assignment earlier in the semester) to pass this course. In addition, each student will provide a reflection on the documents designed throughout the semester and a plan for continuing development of career related documents.

A handout will be posted on Canvas for each assignment. Grading will be based on the criteria for the assignment listed on the handout.

**Attendance:** Students are expected to be present for each class session, arrive on time, and not leave early. You cannot do your best work or benefit fully from the course if you do not attend class regularly. Any class missed, regardless of the cause, reduces your academic opportunities. Attendance will be taken each day.

**Grading Scale:**

- Wandering Diagram and Worksheet..........................................................50 points
- ePortfolio Artifact....................................................................................100 points
- Reflective Analysis of Alumni Panel..........................................................50 points
- Probability Plan.......................................................................................50 points
- Networking Plan, Informational Interview and Report.............................100 points
- Job/Internship/Graduate School Posting Analysis.....................................50 points
- LinkedIn Profile......................................................................................50 points
- Post Application Correspondence.............................................................50 points
- Resume........................................................................................................100 points
- Cover Letter..............................................................................................50 points
- Elevator Pitch and Peer Review...............................................................100 points
- Document Collection and Reflection.......................................................100 points

**Total = 850 points**

****

A = 90% - 100%
B = 80% - 89%
C = 70% - 79%
D = 60% - 69%
F = 59% or lower
Student Expectations:
- Complete all assignments and readings on time.
- Participate in class discussions as appropriate.
- Check your auburn.edu email accounts and Canvas for information about the class.
- Please be respectful of your classmates and turn off all electronic devices unless needed for the class.
- Attend each class.

Course Policies:

Attendance: Class roll will be taken each day at the beginning of each lecture and section class. Students not present at that time will be counted absent. Each student will be allowed a total of 2 unexcused absences. Once the roll has been taken, a student is considered absent. After 2 unexcused absences, one percentage point will be taken from the final grade for each unexcused absence. Please refer to the Student Policy eHandbook for university policies concerning excused and unexcused absences (http://www.auburn.edu/student_info/student_policies).

Students are required to submit excuses within one week of the date on which the absence occurred. Students are required to submit their excuses to their section instructor. Be aware that Auburn University considers falsifying an excuse to be a form of academic dishonesty.

Make-up of Assignments:

Late submission for excused absences: Late assignments will be accepted if you provide written documentation for your absence within one week (7 days) of your return to class after the due date and your section instructor determines that the absence is excused based on Auburn University policy. The explanation must be on original letterhead, contain the original signature of the attesting official (physician, judge, social worker), and provide the name and phone number of a contact person (nurse, assistant, etc.) Please refer to the Auburn University Student Policy eHandbook for guidelines on "Academic Regulations" www.auburn.edu/studentpolicies.

Late submissions for unexcused absences: Late assignments will be accepted within one week (7 days) of due date for unexcused absences; however, 25% of the possible points will be deducted prior to grading.

Late submission for University-approved activities: If you know that you will be absent on the date of an assignment submission and the absence is the result of a university-approved reason, you must provide the documentation prior to the due date. In the case of a university-excused absence, all assignments are due at the beginning of the next section class meeting.

Academic Honesty: All work is expected to be original and creative. Plagiarism and other forms of cheating will not be tolerated. You are responsible for knowing and adhering to Auburn University’s policy on academic honesty. Please refer to the following guidelines: http://www.auburn.edu/academic/provost/academicHonestyStudents.html

Reply to Student Email: Instructors will respond to e-mails within 24 hours, excluding weekends.

Withdrawal: The last day to drop this class with no grade assignment is September 5. The last day to withdraw from this course with no grade penalty is October 5; however, a W will appear on your transcript.
**Students with Disabilities:** Students who need accommodations are asked to electronically submit their approved accommodations through AU Access and to make an individual appointment with Dr. Teel during the first week of classes. If you have any questions about accommodations or need accommodations, please contact the Office of Accessibility ([https://fp.auburn.edu/disability/](https://fp.auburn.edu/disability/)), 1228 Haley Center, 844-2096 (V/TT.)

**Contingency Statement:** If normal class activities are disrupted due to widespread illness, emergency, or crisis situation, the syllabus and other course plans and assignments may be modified to allow completion of the course. If this occurs, an addendum to the syllabus and/or course assignments will replace the original materials.
Hi Amy,

We created a one-credit advising course, typically taken in the sophomore or junior year, which focuses on career preparation. The sections are divided by major. The course starts by discussing job opportunities in that field, matching one’s strengths/interests to particular jobs, and the kinds of things one should be doing in college to prepare for those jobs (e.g., internships). Then, they move to job search strategies. Finally, they focus on the nuts and bolts of getting a job (e.g., networking, writing a cover letter/resume, mock interviews). We also offer a section for “undecided students,” which does everything listed above but doesn’t focus on particular fields.

The students who have taken the course, which is an elective, have found it extremely helpful. We’re working on getting more students to take it.

Hope this helps.

Katherine Black
Dean, College of Arts and Sciences
University of Hartford
Dear Amy and Colleagues,

We have developed the Center for Liberal Arts Student Success (CLAS) with a strong Workforce Development program that engages students from day one through graduation with specific career services, internship opportunities, alumni engagement panels and discussions, and in-class engagement activities specifically geared toward our liberal arts students. CLASS has been very popular with students and has helped lead to an increase in student retention.

At the upcoming CCAS conference there will be a panel on “Liberal Arts and the Workforce” on Saturday at 9am which may help address some of your questions. I am part of the panel and will be presenting on CLASS.

If you want further information please contact me directly.

Best Wishes,
Kristin

___

Kristin Sobolik, Ph.D.
Dean, College of Liberal Arts
Wright State University
3640 Colonel Glenn Hwy.
Dayton, OH 45435
(937) 775-2225
http://liberal-arts.wright.edu/
Appendix B: from CCAS Panel Moderator

Hi Amy. I moderated the free-wheeling session at CCAS in which audience members, rather than a panel, generated ideas for Marketing Your Liberal Arts Program.

In reviewing my notes, I think the single most interesting idea came from you and this Major in Practical Liberal Arts.

Do you have anything in writing you can share?

I want to pique the interest of my faculty; in the attached, do I capture it accurately?

Any other issues to consider?

Thanks!

Jim

James Simon
Dean
College of Arts and Sciences | New York Institute of Technology
nyit.edu
Tel: 516 686 7665
james.simon@nyit.edu
Balding House | Room 200 | Old Westbury NY Campus
SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 5 – F (2)
DATE: December 4-6, 2018

*******************************************************************************

SUBJECT
Intent to Plan: NSU MS in Accounting Analytics

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 2:23 – Program and Curriculum Approval

BACKGROUND / DISCUSSION
Northern State University (NSU) requests authorization to prepare a program proposal for a Master of Science (MS) in Accounting Analytics. The program would emphasize predictive and prescriptive analytics, identifying anomalies and risk factors in accounting data, and identifying and framing key business decisions and related metrics to prescribe effective solutions. NSU currently offers a Bachelor of Science (BS) in Professional Accountancy that meets the 150 credit hour requirement to sit for the Certified Public Accounting (CPA) exam. The MS in Accounting Analytics would replace that program, allowing a student to receive a master’s degree with the same amount of credits as the existing BS in Professional Accountancy.

NSU notes that the South Dakota Labor Market Information Center (SDLMIC) lists accountants on their “hot careers” list of occupations with high wages and high demand. SDLMIC projects an annual demand for 175 new accountants/auditors though 2024; However, the SDBOR Graduate Production Dashboard indicates that the Regental system produced only 134 graduates in accounting or professional accountancy (undergraduate and graduate levels combined) in FY17, indicating an unmet workforce need.

IMPACT AND RECOMMENDATION
NSU’s statutory mission and Board Policy 1:10:6 mission includes providing undergraduate and graduate programs as determined by the Board; the Board has previously approved NSU for graduate programming in education and an MS in Banking and Financial Services. NSU estimates graduating roughly double the ten graduates per year averaged by their existing BS in Professional Accountancy after full implementation. NSU does not anticipate asking for new state resources for the program.

(Continued)

*******************************************************************************

DRAFT MOTION 20181204_5-F(2):
I move to authorize NSU to develop a program proposal for an MS in Accounting Analytics, as presented.
One related program at the master’s level exists in the Regental system, USD’s Master of Professional Accountancy (MPA) at the University of South Dakota (USD). Both the proposed NSU and existing USD program would offer a master’s degree after completion of 150 credit hours. In addition, USD is requesting authorization to offer a specialization in Accounting Analytics within their existing MPA programs. Board staff has reviewed both the NSU intent to plan and the USD specialization within their MPA program and determined that high labor market demand justifies both the MS at NSU and the specialization in the MPA program at USD.

Board office staff recommends approval of the intent to plan with the following conditions:

1. The university will research existing curricula, consult with experts concerning the curriculum, and provide assurance in the proposal that the program is consistent with current national standards and with the needs of employers.

2. The proposal will define the specific knowledge, skills, and competencies to be acquired through the program, will outline how each will be obtained in the curriculum and will identify the specific measures to be used to determine whether individual students have attained the expected knowledge, skills, and competencies.

3. The university will not request new state resources without Board permission, and the program proposal will identify the sources and amounts of all funds needed to operate the program and the impact of reallocations on existing programs.

ATTACHMENTS
Attachment I – Intent to Plan Request Form: NSU – MS in Accounting Analytics
Intent to Plan for a New Program

Use this form to request authorization to plan a new baccalaureate major, associate degree program, or graduate program; formal approval or waiver of an Intent to Plan is required before a university may submit a related request for a new program. The Board of Regents, Executive Director, and/or their designees may request additional information. After the university President approves the Intent to Plan, submit a signed copy to the Executive Director through the system Chief Academic Officer. Only post the Intent to Plan to the university website for review by other universities after approval by the Executive Director and Chief Academic Officer.

<table>
<thead>
<tr>
<th>UNIVERSITY:</th>
<th>NSU</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEGREE(S) AND TITLE OF PROGRAM:</td>
<td>Master of Science in Accounting Analytics</td>
</tr>
<tr>
<td>INTENDED DATE OF IMPLEMENTATION:</td>
<td>Fall 2019</td>
</tr>
</tbody>
</table>

University Approval

To the Board of Regents and the Executive Director: I certify that I have read this intent to plan, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

/s/ Timothy Downs 9/5/2018
President of the University  Date

1. What is the general nature/purpose of the proposed program?

NSU currently offers a 1) Bachelor of Science in Accounting (120 credit hour) and 2) Bachelor of Science in Professional Accountancy (150 credit hour). The Bachelor of Science in Professional Accountancy was developed to meet the 150-hour credit requirement to sit for the Certified Public Accounting (CPA) exam. NSU would like to replace the Bachelor of Science in Professional Accountancy degree with a Master of Science in Accounting Analytics.

The traditional accounting degree teaches the student descriptive analytics. In other words, the computation of sums, averages, and percentage change to report financial information to be reported in the financial statements and regulatory forms. The traditional accounting degree also teaches students on how to perform variance analyses and use analytical dashboards to explain historical results in an audit. The study of accounting analytics is predictive analytics (“what will be”) and prescriptive analytics (“What should we do?”). The study of accounting analytics includes researching and identifying anomalies and risk factors in accounting data, understanding relational and nonrelational accounting databases, performing data and process mapping and risk assurance, identifying and framing key business decisions and their related metrics to prescribe solutions that are more effective and efficient, and applying multivariate statistics, inferential statistics, machine learning, optimization methods and predictive analysis.
tools to accounting databases. These learning outcomes are not taught in a traditional accounting degree.

2. **What is the need for the proposed program (e.g., Regental system need, institutional need, workforce need, etc.)?** What is the expected demand for graduates nationally and in South Dakota (provide data and examples; data sources may include but are not limited to the South Dakota Department of Labor, the US Bureau of Labor Statistics, Regental system dashboards, etc.)?

The proposed program fulfills a workforce need. An oft-quoted McKinsey Global Institute study concludes large projected shortages of data scientists, but, also asserts the need for “business translators” who “act as a link between the analytical talent and the practical application of the analytical results to address business requirements”; in short, a person who has strong overall business acumen, and also enhanced tech. Most experts in the accounting profession see those “translators” as traditional, professionally trained accountants with enhanced data management and technical expertise. Despite data science programs growing at an average rate of 7% per year, demand is projected at 12% year, resulting in shortage potentials of 250,000 positions ([https://www.cpajournal.com/2017/10/11/business-schools-can-integrate-data-analytics-accounting-curriculum/](https://www.cpajournal.com/2017/10/11/business-schools-can-integrate-data-analytics-accounting-curriculum/)) (For the full McKinsey report: [http://bit.ly/2fyfoVU](http://bit.ly/2fyfoVU)).

According to the US Bureau of Labor Statistics, employment of accountants and auditors is projected to grow 10 percent from 2016 to 2026, faster than the average for all occupations. In general, employment growth of accountants and auditors is expected to be closely tied to the health of the overall economy. As the economy grows, more workers will be needed to prepare and examine financial records ([https://www.bls.gov/ooh/business-and-financial/accountants-and-auditors.htm](https://www.bls.gov/ooh/business-and-financial/accountants-and-auditors.htm)).

Within South Dakota specifically, the South Dakota Labor Market Information Center (SDLMIC) lists accountants on their “hot careers” list of occupations with high wages and high demand within the state. According to the SDLMIC, the state projects an annual demand for 175 new accountants/auditors though 2024. However, the SDBOR Graduate Production Dashboard indicates that the Regental system produced only 134 graduates in accounting or professional accountancy (undergraduate and graduate levels combined) in FY17. This indicates an unmet workforce need within the state.¹

Both professionally-trained accountants and data scientists are in demand and will continue to be in demand in all sectors of industry. Accountants, with CPA designations, and higher-level technical acumen who can translate, manage, and interpret big data output to meet business requirements are, according to the American Institute of Certified Public Accountants (AICPA), American Accounting Association (AAA), McKinsey, and the Big Four accounting firms, in short supply and very high demand.

3. **How would the proposed program benefit students?**

   1) Exceptional enhancement and differentiation to a traditional Accountancy degree

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¹ [https://dlr.sd.gov/lmic/hot_careers.aspx](https://dlr.sd.gov/lmic/hot_careers.aspx); [https://www.sdbor.edu/dashboards/Pages/Graduate-Production.aspx](https://www.sdbor.edu/dashboards/Pages/Graduate-Production.aspx)
2) Greatly improved preparation for the transforming world of accounting in the era of big data
3) No increase in semesters required versus NSU’s current Professional Accounting degree
4) 150-hour requirement to sit for the CPA Exam is met and the student receives a master’s degree (the current BS in Professional Accountancy also has a 150-hour requirement).
5) Exceptional marketability

The Master of Science in Accounting Analytics will not only meet the 150-hour credit requirement to take the CPA exam, it will develop accountants in the data age. We have included data mining, business intelligence and forensic accounting courses. Our students will gain specialized knowledge and skills to lead successful businesses and advise business leaders on ways to grow their businesses using the data that already resides within their accounting systems. We have included a thesis option in our Master of Science in Accounting Analytics. The thesis option will improve the student’s ability to apply academic rigor and statistical and machine-learned modeling techniques to solve every-day business problems. The accounting courses that are being proposed in the intent to plan have an ACCT prefix and will be new courses. There are currently no courses in the Regental system that meet the learning outcomes of the proposed program.

4. How does the proposed program relate to the university’s mission as provided in South Dakota Statute and Board of Regents Policy, and to the current Board of Regents Strategic Plan 2014-2020?²

The legislature established Northern State University to meet the needs of the State the region, and nation by providing undergraduate and graduate programs in education and other courses or programs as the Board of Regents may determine (SDCL 13-59-1).

The Board implemented SDCL 13-59-1 by authorizing graduate and undergraduate programs in education to promote excellence in teaching and learning, to support research, scholarly and creative activities, and to provide service to the State of South Dakota, the region, and the nation. The Board approved a special emphasis on E-learning in the university curriculum and service.

The mission of NSU’s graduate programs are to: 1) provide a climate in which candidates in graduate programs can expand their knowledge; 2) encourage development of critical and independent thinking skills; 3) enhance graduate students’ abilities to analyze problems objectively; 4) promote the investigation and interpretation current research; 5) provide a wide range of courses that will prepare graduate students for the demands of their professions; and 6) maintain flexible program guidelines to prepare graduate students for a wide range of employment opportunities. The proposed program aligns with NSU’s graduate program mission. Students that complete the proposed program with have the critical thinking skills to research and analyze business problems and develop strategies and solutions using accounting analytic skills. Accounting analytics are used in a wide range of employment opportunities: audit, tax, financial, consulting, government, and non-profit.

² South Dakota statutes regarding university mission are located in SDCL 13-57 through 13-60; Board of Regents policies regarding university mission are located in Board Policies 1:10:1 through 1:10:6. The Strategic Plan 2014-2020 is available from https://www.sdbor.edu/the-board/agendaitems/Documents/2014/October/16_BOR1014.pdf.
The proposed program provides service to the State of South Dakota, the region, and the nation by assisting in meeting the demand of accountants and auditors. The proposed program will promote high-level learning and research. The proposed program will produce accountants that are able to grow and expand businesses not only in SD, but the region and nation. Business growth will result in increased employment.

The proposed program supports the current Board of Regents Strategic Plan. The five goals of the Board of Regents Strategic Plan are 1) Student Success, 2) Academic Quality and Performance, 3) Research and Economic Development, and 4) Affordability and Accountability. The proposed program supports goals 1 and 2.

The strategic plan states that growing the number of undergraduate and graduate degrees awarded is an intended outcome of goal 1. The proposed program will be attractive to traditional and non-traditional students looking to further their education and advance their career. It is attractive to those students seeking to meet the 150-hour requirement to take the CPA exam but also students seeking a career in private/industry accounting.

In goal 2 of the strategic plan, improving the pass rates on licensure and certification exams, increase the number of accredited programs, and continue to approve new graduate programs are all intended outcomes. The proposed program will support all three of these intended outcomes. The proposed program is a graduate degree and will include quality, rigor, and relevance to South Dakota’s modern economy by including courses in data mining, business intelligence, and forensic accounting. It is the intent of the NSU School of Business to have the proposed program accredited by Accreditation Council for Business Schools and Programs (ACBSP).

5. Do any related programs exist at other public universities in South Dakota? If a related program already exists, explain the key differences between the existing programs and the proposed program, as well as the perceived need for adding the proposed new program. Would approval of the proposed new program create opportunities to collaborate with other South Dakota public universities?

The University of South Dakota has a Master of Professional Accountancy (MPA) degree, which, like NSU’s Bachelor of Science in Professional Accounting, provides specialized training in accounting and related fields for those who wish to meet the 150-hour educational requirement to be eligible for CPA exam in South Dakota.

The key difference between USD’s MPA program and NSU’s proposed program is specialization for the student. Both NSU’s proposed and USD’s MPA program would have theoretical underpinnings in accounting in preparation for the CPA exam. However, NSU’s proposed program would focus on the practical application of data science, giving the student a key way to distinguish and specialize in their chosen profession.

USD’s MPA program primary objectives are 1) to develop judgmental ability relating to the production and use of accounting information, and 2) to assist in the development of professional competence.

3 Lists of existing system programs are available through university websites and the RIS Reporting: Academic Reports database available from http://apps.sdbor.edu/ris-reporting/AcademicProgramReports.htm.
NSU’s proposed program primary objectives would be 1) **to develop practical application skills** to transform large data into business decision tools 2) To enhance the awareness and understanding of the importance of data in context

While both programs would continue to provide the same core courses to qualify the student to meet the 150-hour requirement of the CPA exam, USD’s MPA courses would typically be perceived as more theoretical and traditional in focus, with curricula centered around developing higher levels of judgment, reason, research skills, and wider case-use studies of accounting concepts taught at the undergraduate level. USD’s grads may be more inclined to careers in law, academics, or traditional tax or audit practices inside public accounting firms.

NSU’s proposed program’s upper-level courses would be more specifically focused on developing specific skill sets in understanding, accumulating, managing, and presenting data for business decision making with the contextual acumen of an accountant’s training. NSU’s grads may be more inclined to careers as business analysts, CFO’s, or in data consulting practices in public accounting firms.

The key perceived needs for the program are rooted in three things: 1) advancing the industry call for enhancing focused curricula to address growing “big data” needs in the accounting profession, 2) both governmental and private-employer demand for skills in the area of data management and 3) the trend in student demand for degrees in the “analytic” economy. Both the AICPA and AAA have jointly commissioned studies to encourage enhanced curricula. The AACSB, in its Standard 7, has specifically addressed the need for increased focus on technology and management of data. Again referring to the McKinsey Global studies, overwhelmingly, employers are continuing to list data and data management skills as their top concerns for employees.

Offering the proposed program would respond directly to the growing demand for interdisciplinary data and analytics specialization, the desire for graduate level degrees, and curtail degree seekers from non-Regental schools, who, after obtaining their degree out of state, are more likely to keep their talent and treasure out of the state.

The proposed program creates an opportunity to collaborate. The proposed program includes 6 approved electives. These approved electives could be courses from other regental universities. The courses included in the proposed program could also be taken from non-NSU degree seeking students.

NSU is proposing to offer this program both on–campus and online. USD currently offers their Master in Professional Accountancy degree online. USD’s degree is a 2 year program. Not only does NSU’s proposed program differ from USD’s degree as mentioned above, but NSU’s proposed program can be completed in 1 year which is beneficial for students that are wanting to complete the 150 credit requirement to sit for the CPA exam in 5 years (Bachelor of Science in Accounting in 4 years + Master of Science in Accounting Analytics 1 year).
6. Do related programs exist at public colleges and universities in Minnesota, North Dakota, Montana, and/or Wyoming? If a related program exists, enter the name of the institution and the title of the program; if no related program exists, enter “None” for that state. Add additional lines if there are more than two such programs in a state listed.4

<table>
<thead>
<tr>
<th>Institution</th>
<th>Program Title</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minnesota</strong></td>
<td></td>
</tr>
<tr>
<td>University of MN</td>
<td>Master of Accountancy</td>
</tr>
<tr>
<td>University of St. Thomas</td>
<td>Master of Science in Accountancy</td>
</tr>
<tr>
<td>Minnesota State University-Mankato</td>
<td>Master of Accounting</td>
</tr>
<tr>
<td>Minnesota State University-Moorhead</td>
<td>Master of Science in Accounting and Finance</td>
</tr>
<tr>
<td><strong>North Dakota</strong></td>
<td></td>
</tr>
<tr>
<td>University of Mary</td>
<td>MBA-Accountancy concentration</td>
</tr>
<tr>
<td>NDSU</td>
<td>Master of Accountancy</td>
</tr>
<tr>
<td>UND</td>
<td>Master of Accountancy</td>
</tr>
<tr>
<td><strong>Montana</strong></td>
<td></td>
</tr>
<tr>
<td>Montana State University</td>
<td>Master of Professional Accountancy</td>
</tr>
<tr>
<td>University of Montana</td>
<td>Master of Accountancy</td>
</tr>
<tr>
<td>Carroll College</td>
<td>Master of Accountancy</td>
</tr>
<tr>
<td>University of Providence</td>
<td>Master of Science in Accounting</td>
</tr>
<tr>
<td>Rocky Mountain College</td>
<td>Master of Accountancy</td>
</tr>
<tr>
<td><strong>Wyoming</strong></td>
<td></td>
</tr>
<tr>
<td>University of Wyoming</td>
<td>Master of Science in Accounting</td>
</tr>
</tbody>
</table>

Note: None the programs listed above have a specialization in accounting analytics.

7. Are students enrolling in this program expected to be new to the university or redirected from other existing programs at the university? 
Currently, NSU offers a Bachelor of Science in Professional Accountancy (150 credits). It is the intent of NSU to terminate the Bachelor of Science in Professional Accountancy upon approval of the Master of Science in Accounting Analytics. Therefore, there will be students that will be redirected from the Bachelor of Science in Professional Accountancy. The proposed master’s degree will also attract NSU alumni and new students to the university. Because the proposed master’s degree offers courses that will prepare students for the CPA exam but also expand the student’s knowledge beyond the CPA exam.

8. What are the university’s expectations/estimates for enrollment in the program through the first five years? What are the university’s expectations/estimates for the annual number of graduates from the program after the first five years? Provide an explanation of the methodology the university used in developing these estimates.

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4 This question addresses opportunities available through Minnesota Reciprocity and WICHE programs such as the Western Undergraduate Exchange and Western Regional Graduate Program in adjacent states. List only programs at the same degree level as the proposed program. For example, if the proposed program is a baccalaureate major, then list only related baccalaureate majors in the other states and do not include associate or graduate programs.
Over the past 5 years, NSU has averaged 40 students in the Bachelor of Science in Professional Accountancy, with an average of 10 graduates per year. We are projecting students that are at a freshman or sophomore standing, currently enrolled in the Bachelor of Science in Professional Accountancy will switch to the Bachelor of Science in Accounting and continue on to the proposed program after graduating with the bachelor degree.

Our projections are that the proposed program will have 10 students enrolled in the first year and second years. By the third year, the students that were at a freshman and sophomore program will be entering the proposed program; therefore, we are expecting the number of enrollments to increase to 15-20 in the third year. Students are expected to complete the proposed program within 1 year. Therefore, we are expecting to graduate approximately 10 students each year for the first two years with this growing to 15-20 students in the third year.

Using the US Bureau of Labor Statistics projected growth of accountant’s rate of 10%, we are projecting the enrollment to be the following:

<table>
<thead>
<tr>
<th>Year</th>
<th>Estimated Enrollment</th>
<th>Estimated Graduates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 3</td>
<td>15-20</td>
<td>15 Graduates</td>
</tr>
<tr>
<td>Year 4</td>
<td>17-22</td>
<td>17 Graduates</td>
</tr>
<tr>
<td>Year 5</td>
<td>18-24</td>
<td>18 Graduates</td>
</tr>
<tr>
<td>Year 6</td>
<td>20-27</td>
<td>20 Graduates</td>
</tr>
<tr>
<td>Year 7</td>
<td>22-29</td>
<td>22 Graduates</td>
</tr>
<tr>
<td>Year 8</td>
<td>24-32</td>
<td>24 Graduates</td>
</tr>
<tr>
<td>Year 9</td>
<td>27-35</td>
<td>27 Graduates</td>
</tr>
<tr>
<td>Year 10</td>
<td>29-39</td>
<td>29 Graduates</td>
</tr>
</tbody>
</table>

9. Complete the following charts to indicate if the university intends to seek authorization to deliver the entire program on campus, at any off campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire program through distance technology (e.g., as an on-line program)?

<table>
<thead>
<tr>
<th>On campus</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Fall 2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Off campus</th>
<th>If Yes, list location(s)</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td></td>
<td>Choose an item.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Distance Delivery (online/other distance delivery methods)</th>
<th>If Yes, identify delivery methods</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Online</td>
<td>Fall 2019</td>
</tr>
</tbody>
</table>

5 The Higher Learning Commission (HLC) and Board of Regents policy requires approval for a university to offer programs off-campus and through distance delivery.
6 Delivery methods are defined in AAC Guideline 5.5.
10. What are the university’s plans for obtaining the resources needed to implement the program? Indicate “yes” or “no” in the columns below.

<table>
<thead>
<tr>
<th>Plan</th>
<th>Development/Start-up</th>
<th>Long-term Operation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reallocate existing resources</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Apply for external resources&lt;sup&gt;7&lt;/sup&gt;</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Ask Board to seek new State resources&lt;sup&gt;8&lt;/sup&gt;</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Ask Board to approve a new or increased student fee</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

11. Curriculum Example: Provide (as Appendix A) the curriculum of a similar program at another college or university. The Appendix should include required and elective courses in the program. Catalog pages or web materials are acceptable for inclusion. Identify the college or university and explain why the selected program is a model for the program under development.

The Ohio State University’s Master of Accounting program has been used as a base in designing the proposed program. Ohio State University has a partnered with KPMG, one of the big four accounting firms, in developing their program. The OSU program goes beyond developing a deep knowledge of accounting. Their program develops professionals that are D&A-savvy and possess the analytical skills and critical thinking to improve procedures and deliver insights that are expected in the data age. NSU is looking to develop a program like this in South Dakota. There is not another program like this in ND, SD, MT, WY, and MN. Although the proposed program will not include all of the electives that OSU’s program includes, the proposed program will include a variety of courses from the Auditing, Taxation, Financial Reporting, and Managerial Decision Making areas. Additional courses can be added to the proposed program in the future as elective options.

12. Additional Information:

Appendix B includes a preliminary curriculum for the proposed program.

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<sup>7</sup> If checking this box, please provide examples of the external funding sites identified

<sup>8</sup> Note that requesting the Board to seek new State resources may require additional planning and is dependent upon the Board taking action to make the funding request part of their budget priorities. Universities intending to ask the Board for new State resources for a program should contact the Board office prior to submitting the intent to plan.
Appendix A
Curriculum Example

The Ohio State University
Fisher College of Business

The MAcc program allows you maximum flexibility in meeting its program requirements. We strongly encourage our students to think broadly about accounting, including its role in organizations, markets and society. You will be able to design your degree so you develop your individual interests, skills, and potential for achieving your career goals.

We believe that flexibility in program design is consistent with developing individual capacity for both lifelong learning and rewarding careers.

Core Courses

The core curriculum is designed to build a solid accounting foundation while developing your technical, critical thinking, and communication skills. It supports the nearly 80% of your curriculum that is elective based, ensuring you have the required experience to be successful in the classroom and in your future career.

- **Fundamentals of Accounting & Data Analytics**
  This course provides an introduction to using large datasets to better understand corporate financial reporting and market behavior.

- **Accounting Policy and Research**
  This course will help develop your knowledge and appreciation of current debates in the accounting profession. You will be exposed to current academic research in accounting and learn the primary underlying methods involved.

- **Financial Reporting**
  This course covers major aspects of corporate financial reporting under GAAP. You will cover concepts such as coverage of disclosures required for trade securities, tax aspects of mergers and acquisitions, auditing, and financial analysis.

- **Management and Control**
  This course focuses on managerial decisions and control problems in organizations. You will learn about the fundamental role of uncertainty, risk and private information in the

Elective Courses

These courses allow you to explore a vast array of interests while broadening your understanding of the role accounting plays in organizations and the marketplace. You can choose from accounting-based electives as well as dozens of other robust options offered throughout The Ohio State University. The following course lists illustrate the wide range of focuses that are offered within the available electives.
Modern day accountants increasingly deal with large volumes of information arriving in big data sets. They need the skills to be able to process these data sets, formulate the appropriate questions to ask the data, design the right test, interpret the results and present their conclusions. In the MAcc Program we redesigned the curriculum, in partnership with KPMG, to expose our students to large data problems, and provide them with the necessary tools that will allow them to solve these problems.

As a Fisher MAcc student, you are not required to have a specific declared "area." The information below simply provides you with an idea of the electives available to you, categorized by interest area.

**Careers and Program Planning**

Because of the wide range of accounting career paths, we encourage a portfolio approach to your course experience. Explore electives in areas such as auditing, finance, or operations management, and take advantage of dozens of other options available through Ohio State. It's beneficial for all types of students who come to us: undergrad accounting majors, students from other disciplines, and working professionals who seek deeper insights for career success.

You should think about how you want your career to unfold—and how your career growth will be supported by the courses you choose.

- **Auditing**
  - Financial Statement Analysis
  - Assurance Services and Information Quality
  - Fraud Examination: Misappropriation of Assets
  - Fraud Examination: Fraudulent Financial Reporting

- **Taxation**
  - Tax Planning for Managerial Decision Making
  - Tax Accounting II
  - Tax Accounting III
  - Tax Research

- **Financial Reporting**
  - Financial Statement Analysis
  - Accounting for Mergers and Acquisitions
  - IFRS: International Financial Reporting Standards
  - Governmental and Nonprofit Accounting

- **Managerial Decision Making**
  - Managerial Accounting for Decision Making
  - Data Mining for Business Intelligence
  - Strategic Logistics Management
  - Analytics: Matching Supply with Demand

- **Finance**
  - Corporate Finance I
  - Corporate Finance II
  - Financial Modeling
- Real Estate I
- Real Estate II
- History of Financial Thought
- Legal Business Issues

- **Finance**
  - Corporate Finance I
  - Corporate Finance II
  - Financial Modeling
  - Real Estate I
  - Real Estate II
  - History of Financial Thought
  - Legal Business Issues

- **Operations Management**
  - Supply Chain Analytics: Matching Supply with Demand
  - Manufacturing Planning and Control for Supply Chain Management

- **Logistics**
  - Strategic Logistics Management
  - Logistics Analytics
  - Supply Chain Management

Source: [https://fisher.osu.edu/graduate/macc/academics/curriculum](https://fisher.osu.edu/graduate/macc/academics/curriculum)
Appendix B
Preliminary Curriculum for Proposed Program

Below is the preliminary curriculum we would like to include in a Master of Science in Accounting Analytics. The degree will be able to be completed in 1 year. Therefore, students completing the Bachelor of Science in Accounting and Master of Science in Accounting Analytics will be able to complete both degrees in 5 years.

- Forensic Accounting (New Course) 3 credits
- Data Mining in Accounting (New Course) 3 credits
- Business Intelligence (New Course) 3 credits
- Ethics in Accounting (New Course) 3 credits
- ACCT 740 Advanced Accounting Theory (Common Course) 3 credits
- Financial Statement Analysis (New Course) 3 credits
- ACCT 780 Advanced Accounting (Common Course) 3 credits
- ACCT 731 Tax Planning and Practice (Common Course) 3 credits
- Approved Electives 6 credits*
  *
  The approved electives can be approved internship credits, thesis credits, or coursework.

TOTAL: 30 CREDITS
SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM:  5 – F (3)
DATE:  December 4-6, 2018

******************************************************************************

SUBJECT
Intent to Plan: SDSU MS in Interdisciplinary Studies

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 2:23 – Program and Curriculum Approval

BACKGROUND / DISCUSSION
South Dakota State University (SDSU) requests authorization to prepare a program proposal for a Master of Science (MS) in Interdisciplinary Studies. The program will provide an individualized graduate program designed to meet students’ academic and professional goals. The program will also have a specific focus on assisting instructors at two- and four-year postsecondary schools, particularly tribal colleges and universities, gain credentials needed to maintain accreditation. The Higher Learning Commission (HLC) recently clarified their position on faculty qualifications, stating instructors in a baccalaureate program must have a master’s degree in the field they are teaching or a master’s degree and 18 credit hours of graduate coursework in the field they are teaching. The MS in Interdisciplinary Studies will provide opportunities for instructors to remain eligible to teach under HLC rules as well as provide pathways for additional instructors to teach concurrent or dual credit courses in high schools.

IMPACT AND RECOMMENDATION
The program is within SDSU’s statutory and Board Policy 1:10:2 missions and provides service to tribal colleges in the region. USD currently has a related Master of Arts in Interdisciplinary Studies; the two programs would focus on the unique areas of graduate education already in place at each institution. SDSU estimates initially enrolling seven students annually in the program; enrollments are expected to grow beyond seven students annually based on national and regional demand for the appropriate credentials to teach at accredited colleges and universities as well as teaching dual or concurrent credit courses. SDSU does not anticipate asking for new state resources for the program.

(Continued)

******************************************************************************

DRAFT MOTION 20181204_5-F(3):
I move to authorize SDSU to develop a program proposal for an MS in Interdisciplinary Studies, as presented.
Board office staff recommends approval of the intent to plan with the following conditions:

1. The university will research existing curricula, consult with experts concerning the curriculum, and provide assurance in the proposal that the program is consistent with current national standards and with the needs of employers.

2. The proposal will define the specific knowledge, skills, and competencies to be acquired through the program, will outline how each will be obtained in the curriculum and will identify the specific measures to be used to determine whether individual students have attained the expected knowledge, skills, and competencies.

3. The university will not request new state resources without Board permission, and the program proposal will identify the sources and amounts of all funds needed to operate the program and the impact of reallocations on existing programs.

ATTACHMENTS
Attachment I – Intent to Plan Form: SDSU – MS in Interdisciplinary Studies
SOUTH DAKOTA BOARD OF REGENTS
ACADEMIC AFFAIRS FORMS

Intent to Plan for a New Program

UNIVERSITY: SDSU
DEGREE(S) AND TITLE OF PROGRAM: M.S. in Interdisciplinary Studies
INTENDED DATE OF IMPLEMENTATION: 2019-2020 Academic Year

University Approval
To the Board of Regents and the Executive Director: I certify that I have read this intent to plan, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

[Signature]
President of the University
10/17/18
Date

1. What is the general nature/purpose of the proposed program?

South Dakota State University (SDSU) proposes to offer a Master of Science in Interdisciplinary Studies. The Interdisciplinary Studies program will be an innovative, flexible, and highly individualized graduate program designed to meet students’ academic and professional goals. The program SDSU intends to develop will share many features with similar programs nationwide. However, it will be structured intentionally to meet the specific needs of instructors at two- and four-year postsecondary schools, particularly tribal colleges and universities. The program gives students the opportunity to design a program of study tailored to their own needs and interests. This program will require students to take graduate-level coursework in at least two and possibly three disciplines, in accordance with a plan of study approved by the student’s advisor and the Graduate School. A small number of students may also choose this option because they determined the Master’s program to which they were originally admitted was not adequately addressing their academic and/or career goals.

The University does not request new state resources. New course development is not anticipated; however, SDSU plans to offer a number of existing courses in the online format. Currently, over 140 graduate courses are offered online not including Great Plains Interactive Distance Education Alliance (Great Plains IDEA) consortium courses. USDA-NIFA grant funding will provide support to develop online versions of existing classes in targeted disciplines.

2. What is the need for the proposed program (e.g., Regental system need, institutional need, workforce need, etc.)? What is the expected demand for graduates nationally and in South Dakota (provide data and examples; data sources may include but are not limited to the South Dakota Department of Labor, the US Bureau of Labor Statistics, Regental system dashboards, etc.)?

The Higher Learning Commission (HLC) recently clarified Assumed Practice B.2 (Faculty Roles
The associated white paper\(^1\) states that faculty members teaching in a baccalaureate program must have completed a minimum of 18 credit hours of graduate coursework in their discipline of instruction. Some scope exists for faculty members to establish their qualifications by means of tested experience instead. It also states that a master’s degree in education does not by itself qualify a faculty member to teach a particular discipline at the baccalaureate level. These standards for faculty qualifications also apply to courses that are transferable to four-year institutions even if they are taught in high schools (dual credit) or two-year schools.

The revised accreditation standards place a burden on faculty members at many institutions, but especially those at tribal colleges and universities (TCUs). South Dakota houses three TCUs: Oglala Lakota College, Sinte Gleska University, and Sisseton Wahpeton College. A fourth, Sitting Bull College, serves the Standing Rock reservation, which straddles North and South Dakota. Collectively, these institutions offer 91 baccalaureate programs; faculty members teaching in these programs are among those most directly affected by the HLC requirements.

Nationally, a large proportion of faculty members at TCUs lack the credentials required by HLC for undergraduate instructors. According to the American Indian Higher Education Council (AIHEC), faculty credentials for the 2015-2016 academic year were as follows:\(^2\)

<table>
<thead>
<tr>
<th>Faculty Credential</th>
<th>Percentage of Faculty</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Degree – Expert in Field</td>
<td>7%</td>
</tr>
<tr>
<td>Associate’s Degree</td>
<td>5%</td>
</tr>
<tr>
<td>Bachelor’s Degree</td>
<td>23%</td>
</tr>
<tr>
<td>Master’s Degree</td>
<td>50%</td>
</tr>
<tr>
<td>Doctoral Degree</td>
<td>13%</td>
</tr>
<tr>
<td>Other</td>
<td>2%</td>
</tr>
</tbody>
</table>

These data show that approximately 35% of faculty members at TCUs possess a bachelor’s degree or less as their highest earned degree. This figure understates the true need for credentials because many of the master’s-qualified faculty members hold degrees in education, leadership, or other fields outside their discipline of instruction.

The M.S. in Interdisciplinary Studies will serve this population by allowing students to complete graduate coursework in their discipline(s) of instruction while also achieving a master’s degree. Postsecondary instructors who teach two different disciplines, a common practice at many institutions, can become properly-credentialed in each, which would not be possible in the context of a traditional discipline-specific graduate program. The interdisciplinary framework SDSU proposes is therefore uniquely suited for meeting the needs of this segment of the educational labor force. The University will also market this program to those who already have a Master’s but need discipline specific courses to address HLC requirements.

While the primary target market for this program comprises faculty members at South Dakota TCUs, the college believes that a broader regional and national market for this degree exists as well. SDSU intends to market this program to TCUs nationally, along with instructors at other postsecondary institutions and high school teachers who teach or wish to teach dual credit courses.

\(^1\) Determining Qualified Faculty Through HLC’s Criteria for Accreditation and Assumed Practices: Guidelines for Institutions and Reviewers. [http://download.hlcommission.org/FacultyGuidelines_2016_OPB.pdf](http://download.hlcommission.org/FacultyGuidelines_2016_OPB.pdf)

will grow by 13% from 2014 to 2024, significantly faster than the labor market average of 7%. Given this rate of growth and the demands placed on faculty qualifications by HLC and other accrediting bodies, the college expects that the proposed master’s degree will attract a national audience.

3. **How would the proposed program benefit students?**

Students from the target population (under-credentialed postsecondary instructors) will strengthen and/or preserve their employability as their institutions comply with HLC accreditation guidelines. Students who choose the thesis completion option will also be in a position to apply to Ph.D. programs which accept students from diverse disciplines.

4. **How does the proposed program relate to the university’s mission as provided in South Dakota Statute and Board of Regents Policy, and to the current Board of Regents Strategic Plan 2014-2020?**

The statutory mission of South Dakota State University is provided by SDCL 13-58-1:

*Designated as South Dakota’s land grant university, South Dakota State University, formerly the state college of agriculture and mechanical arts, shall be under the control of the Board of Regents and shall provide undergraduate and graduate programs of instruction in the liberal arts and sciences and professional education in agriculture, education, engineering, home economics, nursing, and pharmacy, and other courses or programs as the Board of Regents may determine.*

The proposed M.S. in Interdisciplinary Studies advances the University’s goals by providing students a graduate program with a flexible curriculum. Because of the nature of the program, students pursuing this master’s degree will draw upon disciplines across the University, but the most heavily subscribed disciplines will likely be those in the College of Arts, Humanities and Social Sciences. The College of Arts, Humanities and Social Sciences already offers a B.A. and B.S. in Interdisciplinary Studies.

In line with SDSU’s Imagine 2023 goals, this program is designed to meet the needs of diverse students and market demands, as well as increase the number of programs utilizing diverse delivery methods. Additionally, the M.S. in Interdisciplinary Studies would directly reinforce the goal of optimizing institutional efforts to support tribal communities and underserved populations.

Goal 1 of the South Dakota Board of Regents Strategic Plan (Student Success) lists as an action step to “expand collaborations with Tribal Colleges.” While the Interdisciplinary Studies degree will naturally attract students from elsewhere as well, its primary purpose is to address a demonstrated need for our colleagues at TCUs.

5. **Do any related programs exist at other public universities in South Dakota? If a related program already exists, explain the key differences between the existing programs and the proposed program, as well as the perceived need for adding the proposed new program.**

---


4 South Dakota statutes regarding university mission are located in SDCL 13-57 through 13-60; Board of Regents policies regarding university mission are located in Board Policies 1:10:1 through 1:10:6. The Strategic Plan 2014-2020 is available from [https://www.sdbor.edu/theboard/agenda/2014/October/16_BOR1014.pdf](https://www.sdbor.edu/theboard/agenda/2014/October/16_BOR1014.pdf).
Would approval of the proposed new program create opportunities to collaborate with other South Dakota public universities?\textsuperscript{5}

The University of South Dakota offers a Master of Arts in Interdisciplinary Studies (MAIS). While similar, this program differs meaningfully from SDSU’s proposed program. Specifically:

- The USD MAIS program requires 32 credits. SDSU proposes to offer a 36 credit non-thesis option (along with a thesis and research project options), so that students will be able to complete credits in at least two or more distinct disciplines.
- The USD MAIS program requires that students take no more than 12 credits in any single discipline. SDSU’s proposed program will allow students to take up to 18 credits in a single discipline so that they can be properly-credentialed to teach at HLC-accredited schools.
- The USD MAIS program requires a research methods or statistics course and at least one additional interdisciplinary course (a course in ethical leadership, an internship, or an independent study). SDSU’s proposal includes a more flexible plan that does not require a research methods course for the coursework only option.

Both programs are inherently open-ended, but the SDSU program will be tailored toward addressing a particular need among postsecondary educators. The SDSU program will also focus primarily on areas where we have graduate level expertise in contrast to many of the options available from USD which tend to focus on areas where they have graduate level expertise.

For SDSU, each Plan of Study is developed individually according to the student’s interests and background but must be intellectually defensible and clearly interdisciplinary in nature. The requirements of the SDSU MSIS program are as follows:

1. Course work must be selected from a minimum of two academic areas.
2. No more than 9 credits of work completed prior to approval of the degree plan by the IDS Committee may be included in the program.
3. No more than 9 transfer credits may be included in the program.
4. Courses may not be challenged for credit.
5. A copy of the student’s prospectus for the thesis/project option must be submitted to the Graduate Coordinator in the primary department immediately following the approval of the student’s faculty advisory committee. Students completing the thesis/project option will, upon completion of that option, meet with their graduate committee for a final review of the thesis or project.
6. Students completing the examination option will submit a portfolio of representative course work and sit for an oral examination prepared by their graduate committee, with whom they will subsequently meet for a review of the results. The exam results will be filed in the department and graduate school offices.
7. Minor revisions to the plan of study may be approved by the Primary advisor; major changes must be approved by student’s Committee.
8. All work toward the M.S. degree in Interdisciplinary Studies must be completed within a period of six years.

\textsuperscript{5} Lists of existing system programs are available through university websites and the RIS Reporting: Academic Reports database available from \url{http://apps.sdbor.edu/ris-reporting/AcademicProgramReports.htm}. 

4327
Summary of the Degree Program

<table>
<thead>
<tr>
<th>M.S. in Interdisciplinary Studies - Option A</th>
<th>Credit Hours</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required courses, all students</td>
<td>18</td>
<td>56%</td>
</tr>
<tr>
<td>Electives</td>
<td>9</td>
<td>28%</td>
</tr>
<tr>
<td>Thesis</td>
<td>5</td>
<td>16%</td>
</tr>
<tr>
<td>Total Required for the Degree Total</td>
<td>32</td>
<td>100%</td>
</tr>
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</table>

SDSU Master’s Degree Option A: Thesis

<table>
<thead>
<tr>
<th>M.S. in Interdisciplinary Studies - Option B</th>
<th>Credit Hours</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required courses, all students</td>
<td>18</td>
<td>53%</td>
</tr>
<tr>
<td>Electives</td>
<td>12</td>
<td>35%</td>
</tr>
<tr>
<td>Research/Design Paper</td>
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<td>12%</td>
</tr>
<tr>
<td>Total Required for the Degree Total</td>
<td>34</td>
<td>100%</td>
</tr>
</tbody>
</table>

SDSU Master’s Degree Option B: Research/Design Paper

<table>
<thead>
<tr>
<th>M.S. in Interdisciplinary Studies - Option C</th>
<th>Credit Hours</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required courses, all students</td>
<td>18</td>
<td>50%</td>
</tr>
<tr>
<td>Electives</td>
<td>18</td>
<td>50%</td>
</tr>
<tr>
<td>Total Required for the Degree Total</td>
<td>36</td>
<td>100%</td>
</tr>
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</table>

SDSU Master’s Degree Option C: Coursework only

Required Courses

<table>
<thead>
<tr>
<th>Prefix</th>
<th>Number</th>
<th>Course Title</th>
<th>Credit Hours</th>
<th>New (yes, no)</th>
</tr>
</thead>
<tbody>
<tr>
<td>various</td>
<td>various</td>
<td>Primary Area Coursework</td>
<td>15-18</td>
<td>No</td>
</tr>
<tr>
<td>various</td>
<td>various</td>
<td>Research Methods (required for Option A and B only)</td>
<td>0-3</td>
<td>No</td>
</tr>
</tbody>
</table>

Subtotal 18

Elective Courses

Students will select elective courses from existing graduate-level courses with approval from the POS committee.

Summary of Requirements - Option A

<table>
<thead>
<tr>
<th>Prefix</th>
<th>Number</th>
<th>Course Title</th>
<th>Credit Hours</th>
<th>New (yes, no)</th>
</tr>
</thead>
<tbody>
<tr>
<td>various</td>
<td>various</td>
<td>Primary Area Coursework</td>
<td>15</td>
<td>No</td>
</tr>
<tr>
<td>various</td>
<td>various</td>
<td>Research Methods course</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>various</td>
<td>various</td>
<td>Electives as approved by the POS committee</td>
<td>9</td>
<td>No</td>
</tr>
<tr>
<td>various</td>
<td>various</td>
<td>Thesis</td>
<td>5</td>
<td>No</td>
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</table>

Subtotal 32

Summary of Requirements - Option B

<table>
<thead>
<tr>
<th>Prefix</th>
<th>Number</th>
<th>Course Title</th>
<th>Credit Hours</th>
<th>New (yes, no)</th>
</tr>
</thead>
<tbody>
<tr>
<td>various</td>
<td>various</td>
<td>Primary Area Coursework</td>
<td>15</td>
<td>No</td>
</tr>
</tbody>
</table>
South Dakota State University

Intent to Plan: M.S. in Interdisciplinary Studies

<table>
<thead>
<tr>
<th>Prefix</th>
<th>Number</th>
<th>Course Title</th>
<th>Credit Hours</th>
<th>New (yes, no)</th>
</tr>
</thead>
<tbody>
<tr>
<td>various</td>
<td>various</td>
<td>Research Methods course</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>various</td>
<td>various</td>
<td>Electives as approved by the POS committee</td>
<td>12</td>
<td>No</td>
</tr>
<tr>
<td>various</td>
<td>various</td>
<td>Research/Design Paper</td>
<td>4</td>
<td>No</td>
</tr>
</tbody>
</table>

Subtotal 34

Summary of Requirements – Option C

<table>
<thead>
<tr>
<th>Prefix</th>
<th>Number</th>
<th>Course Title</th>
<th>Credit Hours</th>
<th>New (yes, no)</th>
</tr>
</thead>
<tbody>
<tr>
<td>various</td>
<td>various</td>
<td>Primary Area Coursework</td>
<td>18</td>
<td>No</td>
</tr>
<tr>
<td>various</td>
<td>various</td>
<td>Electives as approved by the POS committee</td>
<td>18</td>
<td>No</td>
</tr>
</tbody>
</table>

Subtotal 36

Student Learning Outcomes

Students will:

- demonstrate an understanding of the relationship between the various disciplines incorporated into their Study Plan;
- demonstrate an understanding of research methodology and research design, or creative activities appropriate to the interdisciplinary nature of their work;
- identify and apply relevant theoretical framework of the disciplines incorporated into their Study Plan;
- have fundamental knowledge of their disciplines and specific knowledge of their particular area of study;
- demonstrate mastery of their subject matter on their Study Plan; and
- understand the careers, professions, and/or future academic opportunities available to them upon completion of their studies.

Students who undertake a research-based thesis will be able to:

- develop a testable hypothesis or explore research questions;
- locate, retrieve and utilize appropriate information;
- read, understand, and critically review the primary literature;
- utilize appropriate methodology to conduct a research-based study;
- analyze results using qualitative or quantitative techniques;
- compare their results to previous studies;
- explain the contribution of their study to the broader field of existing knowledge;
- communicate the importance of their work in an oral presentation; and
- communicate the importance of their work in written format.

Students who undertake a project will be able to:

- develop a plan for the project or develop a plan for a scholarly or creative work;
- locate, retrieve and utilize appropriate information;
- read, understand, and critically review the primary literature or previous creative works;
- utilize appropriate methodologies to conduct an applied study, implement a project, or utilize appropriate skills to produce a creative work;
- analyze results using qualitative or quantitative techniques when appropriate;
• compare their results to previous studies when appropriate;
• explain the contribution of their work to the broader field of existing knowledge or to previously created works; and
• communicate the originality of, as well as the independent thinking and rationale for their work, in written format.

Students who undertake the course completion option will be able to:

• undertake scholarly or creative work as demonstrated in specific class assignments;
• locate, retrieve and utilize appropriate information;
• read, understand, and critically review the primary literature or previous creative works;
• analyze results using qualitative or quantitative techniques when appropriate;
• compare their results to previous studies when appropriate;
• explain the contribution of their work to the broader field of existing knowledge or to previously created works; and
• communicate the originality of, as well as the independent thinking and rationale for their work, in written format.

6. Do related programs exist at public colleges and universities in Minnesota, North Dakota, Montana, and/or Wyoming? If a related program exists, enter the name of the institution and the title of the program; if no related program exists, enter “None” for that state. Add additional lines if there are more than two such programs in a state listed.6

<table>
<thead>
<tr>
<th>Institution</th>
<th>Program Title</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minnesota</strong></td>
<td></td>
</tr>
<tr>
<td>Minnesota State University (Mankato)</td>
<td>M.S. in Cross-Disciplinary Studies</td>
</tr>
<tr>
<td>St. Cloud State University</td>
<td>M.A./M.S. in Special Studies</td>
</tr>
<tr>
<td>University of Minnesota (Duluth)</td>
<td>Master of Liberal Studies (M.L.S.)</td>
</tr>
<tr>
<td>University of Minnesota (Twin Cities)</td>
<td>Master of Liberal Studies (M.L.S.)</td>
</tr>
<tr>
<td><strong>North Dakota</strong></td>
<td>None</td>
</tr>
<tr>
<td><strong>Montana</strong></td>
<td></td>
</tr>
<tr>
<td>Montana Tech</td>
<td>M.S. in Interdisciplinary Studies</td>
</tr>
<tr>
<td>University of Montana (Missoula)</td>
<td>Master of Interdisciplinary Studies (M.I.S.)</td>
</tr>
<tr>
<td><strong>Wyoming</strong></td>
<td>None</td>
</tr>
</tbody>
</table>

7. Are students enrolling in this program expected to be new to the university or redirected from other existing programs at the university?

Yes, students enrolling in the M.S. in Interdisciplinary Studies are expected to be new to the University. This program targets working adults in postsecondary institutions who need graduate

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6 This question addresses opportunities available through Minnesota Reciprocity and WICHE programs such as the Western Undergraduate Exchange and Western Regional Graduate Program in adjacent states. List only programs at the same degree level as the proposed program. For example, if the proposed program is a baccalaureate major, then list only related baccalaureate majors in the other states and do not include associate or graduate programs.
training to meet HLC accreditation requirements. Enrollment in other graduate programs will not be affected.

8. **What are the university’s expectations/estimates for enrollment in the program through the first five years?** What are the university’s expectations/estimates for the annual number of graduates from the program after the first five years? Provide an explanation of the methodology the university used in developing these estimates.

Through the first five years, SDSU expects to enroll at least 5 students from TCUs and 2 additional students (e.g. instructors at non-TCU institutions, high school dual credit teachers, etc.) per year. It is expected that this level of enrollment will be sustained after the first five years because of the national demand for credentialing. This estimate is based on discussions with academic leaders at SD TCUs, presentations by participants at the annual meeting of the First Americans Land-Grant Consortium (FALCON), and the data on current faculty credentials provided by AIHEC described in item (2).

9. **Complete the following charts to indicate if the university intends to seek authorization to deliver the entire program at any off-campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire program through distance technology (e.g., as an on-line program)?**

<table>
<thead>
<tr>
<th>Yes/No</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>On campus</td>
<td>Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Yes/No</th>
<th>If Yes, list location(s)</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Off campus</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Yes/No</th>
<th>If Yes, identify delivery methods</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distance Delivery (online/other distance delivery methods)</td>
<td>Yes</td>
<td>Online</td>
</tr>
</tbody>
</table>

SDSU plans to provide this degree program online. Faculty members at higher education institutions are usually place-bound and may be located hours away from the Brookings campus. Online delivery is therefore necessary for SDSU to reach its primary audience. The proposed program will not detract from the USD offerings online as, in most cases, SDSU is targeting different disciplines. SDSU’s program will be structured intentionally to meet the specific needs of instructors at two- and four-year postsecondary schools, particularly tribal colleges and universities.

10. **What are the university’s plans for obtaining the resources needed to implement the program?** *Indicate “yes” or “no” in the columns below.*

The proposed program will draw largely upon existing courses in units that already offer graduate degrees, and therefore can be offered at minimal cost. SDSU was recently awarded a USDA-NIFA higher education challenge grant, which helps fund the development of additional online graduate courses in core subject areas. SDSU plans to sustain these efforts by seeking external resources.

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7 The accreditation requirements of the Higher Learning Commission (HLC) require Board approval for a university to offer programs off-campus and through distance delivery.

8 Delivery methods are defined in [AAC Guideline 5.5](#).
funding and reallocating existing resources to continue to expand graduate-level coursework in high-demand disciplines among postsecondary instructors. SDSU faculty can also apply for Wokini funds or USDA Higher Education Challenge funds to increase offerings and expand the program.

<table>
<thead>
<tr>
<th>Reallocate existing resources</th>
<th>Development/Start-up</th>
<th>Long-term Operation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Apply for external resources(^9)</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Ask Board to seek new State resources(^10)</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Ask Board to approve a new or increased student fee</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

11. **Curriculum Example:** Provide (as Appendix A) the curriculum of a similar program at another college or university. The Appendix should include required and elective courses in the program. Catalog pages or web materials are acceptable for inclusion. **Identify the college or university and explain why the selected program is a model for the program under development.**

Appendix A describes the requirements for the Master’s of Interdisciplinary Studies (M.I.S.) offered by the University of Montana. SDSU selected this program as a model for a number of reasons. First, this program provides maximum freedom for students to design their coursework around their career needs and academic interests. It does not have any credits tied up in required courses in methodology, pedagogy, or other non-disciplinary courses that fall outside of HLC academic qualification standards. Second, Montana’s program gives students a non-thesis option that can be completed with 36 credits of coursework. This structure offers the potential for a student to complete 18 credits of graduate coursework in two disciplines. Finally, the University of Montana is one of several institutions that SDSU has self-identified as peers, so its programs provide logical points of comparison.

\(^9\) If checking this box, please provide examples of the external funding sites identified

\(^10\) Note that requesting the Board to seek new State resources may require additional planning and is dependent upon the Board taking action to make the funding request part of their budget priorities. Universities intending to ask the Board for new State resources for a program should contact the Board office prior to submitting the intent to plan.
Appendix A
Master's of Interdisciplinary Studies (M.I.S.) – University of Montana

Additional information regarding the Master of Interdisciplinary Studies (M.I.S.) may be found at: http://www.umt.edu/grad/Interdisciplinary%20Graduate%20Programs/Prospective%20Students/MIS.php

Master's of Interdisciplinary Studies (M.I.S.)

The M.A./M.S. program allows students, in consultation with faculty, to combine the curricula of two or more programs from this university to produce a hybrid program. Students need to demonstrate how the disciplines would work together to form an interdisciplinary approach. This degree has a different application process than other degrees at the university; prospective students must schedule an appointment with the Director of Interdisciplinary Graduate Programs or the program coordinator before beginning the application process. Please contact the Graduate School at 406.243.2572 or interdisciplinary@mso.umt.edu to schedule this appointment. This is not an online degree.

Quick links: Deadline M.A./M.S. Program Form Application Packet Plan of Study Recommendation Letters Memo

1) Master's program requirements (for student admitted after Spring 2014)

Prospective students must choose from the following options:

30 credit Thesis option

Students must complete 30 credits of G- and UG- coursework; students must do the graduate increment of the UG-classes. Students will complete thesis proposal (format to be determined by the student's graduate committee) approximately one year after beginning the program. Students must satisfactorily complete an oral defense of the thesis.

36 credit non-Thesis option

Students must complete 36 credits of G- and UG- coursework; students must do the graduate increment of the UG-classes. Students must satisfactorily complete:

a) Comprehensive exam, format to be determined by the student's graduate committee: AND

b) One of three options:

i) Professional paper – a publishable quality paper, which shall consists of an article-length, monographic study, based substantially on primary sources.

ii) Three short critical papers or products that show creative work – merit to be judged by your graduate committee.

iii) A paper submitted to a nationally recognized journal

2) Admissions requirements

a) Deadline: the M.A./M.S. deadline is three weeks prior to the beginning of the semester the prospective student is applying to. Applications received after this date will be considered on a space available basis.
b) How to apply: Instructions for applying to the Graduate School are in the Applying for Admission section on this website. An overview of the application process for the M.A./M.S. is found in the Programs section on this website.

- Specific instructions for M.A./M.S. application are in section 3 on this page.

c) Expectations for admission:

i) Applicants must have a bachelor's degree and a minimum 3.0 GPA.

ii) GRE score with a test date that is within the past five years OR verifiable GRE scores if the test date is over five years old.

iii) The TOEFL, IELTS or MELAB are also required of international applicants and may substitute for the GRE upon approval of prospective graduate committee.

iv) The student must develop a plan of study in consultation with their prospective graduate committee. Details of such plan of study are found in section 5.

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3) Application requirements

Prospective students are required to seek out and identify a prospective graduate committee of at least three university faculty who are willing to serve in the M.A./M.S. committee, after consulting with the Director of Interdisciplinary Graduate Programs. Eligibility for membership can be found at the Qualifications of Graduate Committee Members on this website. Instructions for establishing a graduate committee are in section 4 below. A full description of application requirements are in the Programs section on this website and in the instruction page of the M.S. Program Form. This form will be uploaded as the Writing Sample when completing the online application.

4) Establishing a graduate committee for the M.A./M.S. program

a) After the initial consultation with the Director of Interdisciplinary Programs, seek out and identify at least three university faculty who are willing to work with you to develop a hybrid program. Each discipline in the proposed interdisciplinary program will be represented in the committee.

b) It is highly recommended that the prospective student spend at least a term of enrollment at the University of Montana either as a non-degree graduate student or as a student admitted to an existing graduate degree program. Experience has shown that it is nearly impossible for a student to find members of a committee and negotiate a program of study from a distance.

i) The graduate non-degree status allows students to get to know professors and the departments of the disciplines he or she wishes to combine for the M.A./M.S. degree, thus building their academic network.

ii) Financially, if students would be paying out-of-state tuition, and wish for in-state tuition, they can start the Montana Residency process. Please go to New Students for information on Montana residency. Note that registering for more than 6 credits per semester (including summer school) creates a strong presumption the student is here for educational purposes and will likely disqualify them from achieving in-state status.

iii) The graduate non-degree status allows students to receive graduate credit for course work. Up to nine non-degree credits may be applied toward a subsequent degree program upon approval by the student's graduate committee's Chair. You can find more information about this at Apply.
Please note that applicants admitted as graduate non-degree students are NOT ELIGIBLE for financial aid. Graduate non-degree students are assessed the graduate level tuition and fees at the master's level rate for all credits taken.

c) In consultation with the full committee, the applicant will articulate a clear set of goals for the program and a curriculum plan, listing each course the student will take in the degree and a timeline for degree completion. This hybrid program plan should strike a balance of work among the various disciplines represented.

• Half of the credits (excluding up to 10 semester credits for thesis or research courses) must be at the 500 or 600 level.

5) Creating your M.A./M.S. program and Applying

a) At least one meeting between the applicant and all prospective graduate committee members should happen before the application deadline.

b) A complete application packet will include (1) the M.A./M.S. Program form, (2) a resume, (3) a letter of intent, (4) the official standardized test scores, (5) the official transcripts, and (6) three recommendation letters from prospective committee members.

i) All required information for applying to the M.A./M.S. constitutes the applicant's admission file and must be made available to all prospective graduate committee members before submission, with the exception of the recommendation letters. The prospective graduate committee will meet and discuss the student's application materials before writing their recommendation letters. Prospective members will receive a request for letters of recommendation after the applicant completes the online application. Recommendation letters will be submitted electronically, prospective committee members' letters should include their willingness to work in the interdisciplinary degree and why they recommend the student for a M.A./M.S.

ii) Each prospective graduate committee member will share the M.A./M.S. Program form and letter of intent with their department chair. Department chairs are asked to send a memo to interdisciplinary@msu.montana.edu verifying that they are aware of their faculty's involvement in the M.A./M.S.

c) Plan of Study: Prospective student and prospective graduate committee will develop an integrative coursework comprised of classes from the identified disciplines; a balance of work among those disciplines should be represented in the plan of study. A timeline showing the logical progression of the degree must be evident. Please use the M.A./M.S. Program form to create your plan of study. The letter of intent should address how the student is combining the disciplines and their goal(s) for the degree.

d) The prospective committee members will become the de facto department for the student's M.A./M.S. degree. The Director of Interdisciplinary Graduate Programs is the department chair. Once admitted, the student and his or her committee should meet regularly; any changes to the plan of study should be communicated to the Director via a memo from the committee's chair/co-chairs upon agreement from the whole committee.

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Note: The information on this website was edited May 2016.
Financial Assistance

Students in the interdisciplinary programs may apply for a Graduate Teaching Assistantship from the Interdisciplinary Graduate Programs at the Graduate School. Preference will be given to Master's of Interdisciplinary Studies students who have teaching as one of their goals. Program personnel will have more information on availability.

For additional information about financial assistance, see the Financial Information section on this web site.

Program Limitations

- More recognizable traditional degree programs may provide the opportunity to bridge over into other disciplines through electives.
- There may be interdisciplinary areas where the expertise and resource support is not available at the university.

Campus Location
Graduate School - Lommasson Center Room 224

Inquiries
Please send inquiries and questions to interdisciplinary@mso.umt.edu or call (406) 243-2572.
SUBJECT

New Program: USD and SDSMT BS in Biomedical Engineering

BACKGROUND / DISCUSSION

The University of South Dakota (USD) and South Dakota School of Mines & Technology (SDSMT) request to offer a collaborative Bachelor of Science (BS) degree in Biomedical Engineering. The Board approved the intent to plan at the March 2018 meeting. The two institutions currently offer collaborative graduate programs in the field. The program will bridge the medical and engineering disciplines to produce graduates to advance human health and well-being. Graduates will gain experience related to laboratory settings, data analysis, biomedical problem-solving, and foundational engineering and medical research skills. Biomedical Engineering is an interdisciplinary degree that will provide graduates with job opportunities nationally and in South Dakota; the Governor’s Office of Economic Development identifies bioscience as one of the state’s “key industries.”

IMPACT AND RECOMMENDATION

The proposed program emphasizes the expertise at both institutions: SDSMT’s expertise in engineering and USD’s expertise in biomedical fields. The two institutions expect to graduate 26 students per year combined after full implementation. The two institutions request authorization to offer the program online and at the University Center – Sioux Falls; USD’s AS in Integrated Science, also offered in Sioux Falls, provided a stackable two-year gateway to the proposed BS in Biomedical Engineering. No new resources are requested to offer the program.

Board office staff recommends approval.

ATTACHMENTS

Attachment I – New Program Request Form: USD & SDSMT – BS in Biomedical Engineering

DRAFT MOTION 20181204_5-G:

I move to authorize USD and SDSMT to offer a collaborative BS in Biomedical Engineering, including delivery online and at the University Center-Sioux Falls, as presented.
**University Approval**

*To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.*

<table>
<thead>
<tr>
<th>President of the University</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. **What is the nature/purpose of the proposed program?**

For more than a decade, the University of South Dakota (USD) and South Dakota School of Mines & Technology (SDSM&T) have jointly offered successful graduate degrees in Biomedical Engineering. USD and SDSM&T will offer a Joint Bachelor of Science degree in Biomedical Engineering (BME). The Joint Degree capitalizes on an inter-institutional model by bridging the medical and engineering disciplines to produce well prepared BME graduates to advance human health and wellbeing. In order to serve students and maximize resources, USD and SDSM&T have worked jointly to cover the administration and assessment of the shared curriculum of the BME program across the two universities. USD and SDSM&T Faculty/Staff have had several face to face meetings as well as online collaborative meetings centered on curriculum and course development. Collaborative teaching, team teaching, and online modalities will be utilized to maximize resources and faculty expertise. The BME leadership of both universities will participate in the assessment and continued improvements of the shared BME curriculum.

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1 If the proposed new program includes specific specializations within it, complete and submit a New Specialization Form for each proposed specialization and attach it to this form. Since specializations appear on transcripts, they require Board of Regents approval.
The purpose of the proposed program are listed in the objectives below:
Graduates will:

a. Learn with hands-on laboratory experience, experimental design and data analysis tools, and effective team-work strategies.
b. Acquire the problem-solving skills required to start a business in the growing regional biomedical market.
c. Acquire the expertise needed to drive the success of regional biotechnology, biomaterial development, or biomedical research companies.
d. Demonstrate critical-thinking, creativity, effective communication, and leadership skills.
e. Acquire the foundational skills in engineering and medicine needed to advance research and innovation development domestically and globally.

2. How does the proposed program relate to the university’s mission and strategic plan, and to the current Board of Regents Strategic Plan 2014-2020?

The statutory mission of the University of South Dakota is provided in SDCL 13-57-1:

*Designated as South Dakota’s liberal arts university, the University of South Dakota, established and located at Vermillion, in Clay County, shall be under the control of the Board of Regents and shall provide undergraduate and graduate programs of instruction in the liberal arts and sciences and professional education in business, education, fine arts, law and medicine, and other courses or programs as the Board of Regents may determine.*

The statutory mission of the South Dakota School of Mines & Technology is provided in SDCL 13-60-1:

*The South Dakota School of Mines and Technology, formerly the State School of Mines, located at Rapid City, in Pennington County, shall be under the control of the Board of Regents and shall provide undergraduate and graduate programs of instruction in engineering and the natural science and other courses or programs as the Board of Regents may determine.*

Biomedical Engineering exists at the intersection of biomedical science, engineering science, and human health care. Accordingly, a program that is jointly offered by The University of South Dakota and the South Dakota School of Mines & Technology will support the missions of each university.

The SD Board of Regents strategic plan puts forth four major goals to attain by 2020; the proposed B.S. in Biomedical Engineering will help address three of these goals:

1. **Student Success – Grow degree production to 7,450 per year by 2020:**
   As highlighted earlier in this Intent to Plan, there is tremendous and growing demand for biomedical engineers in the workforce both nationally and regionally. This growth makes biomedical engineering an attractive option for students.

2. **Academic Quality and Performance – Document that academic programs are of the highest quality:**

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2 South Dakota statutes regarding university mission are located in SDCL 13-57 through 13-60; Board of Regents policies regarding university mission are located in Board Policies 1:10:1 through 1:10:6. The Strategic Plan 2014-2020 is available from [https://www.sdbor.edu/the-board/agendaitems/Documents/2014/October/16_BOR1014.pdf](https://www.sdbor.edu/the-board/agendaitems/Documents/2014/October/16_BOR1014.pdf).

Both USD and SDSMT will seek accreditation of their programs from the Accreditation Board for Engineering and Technology, Inc. (ABET), which periodically reviews all accredited programs to be certain they are compliant with rigorous and industry-relevant standards.

3. Research and Economic Development – Increase annual system research and contract expenditures to $150M by 2020 to advance knowledge, enhance technology transfer, commercialization, and catalyze economic development:

In the Unified Bioscience Strategy, Dr. Christoph Bausch identified biomaterials and biomedical Devices as target areas for economic growth in South Dakota. Both of these areas fall within the domain of biomedical engineering. Further, the existing graduate-level biomedical engineering program (which is also jointly offered between USD and SDSMT) has been actively participating in technology transfer, commercialization, and economic development. Antimicrobial Materials, Inc. and Tailored Medical Devices, Inc.; companies founded by BME graduate students, are currently licensing university technologies (AMI directly, and TMDI through a sub-license from Sanford Health). Furthermore, the SD Chamber of Commerce and Industry has awarded four Governor’s Giant Vision Business Plan awards to companies that are led by BME graduates or students (BME graduates or students are underlined):

2016 BlueDop Medical (Patrick Kelly and Tyler Remund)
2014 AgriVax (Sue Lancaster)
2014 Antimicrobial Materials Inc. (Greg Bertsch)
2013 Tranzderm Solutions (Sue Lancaster)

3. Describe the workforce demand for graduates of the program, including national demand and demand within South Dakota.

The Bureau of Labor Statistics reports that growth in the national job outlook for biomedical engineers for 2016-2026 will be as fast as average and that the median annual salary in 2016 was $85,620.4 In 2016 the Coalition of State Bioscience Institutes (CSBI) reported on workforce trends.5 Their report separates the United States into seven geographic regions, with South Dakota assigned to Region 4. In 2015, Region 4 had 18,803 job postings.

Locally, SAB Biotherapeutics, Sanford Health, and Alumend (all based in Sioux Falls) have pharmaceutical products and medical devices that are in FDA-approved trials and Immutrix (based in Rapid City) is quickly approaching that stage in development. Also, the Governor’s Office of Economic Development is actively recruiting companies in the medical product space, including naming “bioscience” as one of the “key industries” for the state.6 These observations, coupled with the active research in biomaterials and biomedical devices occurring at SDSMT and USD, led Dr. Christoph Bausch in his report on a South Dakota Unified Bioscience Strategy, to conclude that the biomaterial and medical device spaces should be a cornerstone of the SD bioscience economic development strategy.7

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7 South Dakota Unified Bioscience Strategy, Confidential. Report is on File at USD BME.
There is a strong national and regional need for biomedical engineers. The medical device and pharmaceutical product industry in South Dakota is young and rapidly growing. The BME Graduate Program has produced graduate and student led companies that are partaking in the biotech growth as shown in their participation and Governor’s Giant Vision Business Plan awards from the SD Chamber of Commerce and Industry. To support that growth, the industry will need a skilled biomedical engineering workforce that can be uniquely provided by the Board of Regents through USD and SDSMT. Below are examples of biotech in the region:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>City/State</th>
<th>Firm Name</th>
<th>City/State</th>
</tr>
</thead>
<tbody>
<tr>
<td>POET</td>
<td>Sioux Falls/SD</td>
<td>Immutrix</td>
<td>Rapid City/SD</td>
</tr>
<tr>
<td>John Morrell Food Group (Smithfield Foods)</td>
<td>Sioux Falls/SD</td>
<td>SAB Biotherapeutics</td>
<td>Sioux Falls/SD</td>
</tr>
<tr>
<td>Avera</td>
<td>Sioux Falls/SD</td>
<td>Sanford</td>
<td>Sioux Falls/SD</td>
</tr>
<tr>
<td>Sanford Research</td>
<td>Sioux Falls/SD</td>
<td>OmegaQuant</td>
<td>Sioux Falls/SD</td>
</tr>
<tr>
<td>Monsanto</td>
<td>South Dakota</td>
<td>Nanoblood</td>
<td>Sioux Falls, SD</td>
</tr>
<tr>
<td>Alumend</td>
<td>Sioux Falls/SD</td>
<td>Aquatech Bioenergy</td>
<td>Sioux Falls/SD</td>
</tr>
<tr>
<td>Antimicrobial Materials</td>
<td>Sioux Falls/SD</td>
<td>Prolong</td>
<td>Sioux Falls/SD</td>
</tr>
<tr>
<td>VanGuard Sciences</td>
<td>North Sioux City, SD</td>
<td>Mitogenetics</td>
<td>Sioux Falls/SD</td>
</tr>
<tr>
<td>Novita Nutrition</td>
<td>Brookings, SD</td>
<td>GSR</td>
<td>Brookings/SD</td>
</tr>
</tbody>
</table>

4. How will the proposed program benefit students?

The B.S. in Biomedical Engineering is an interdisciplinary degree that offers a span of job opportunities both in South Dakota and nationally. The diverse education in BME, which combines life science and engineering courses, will prepare the students to work in many professional fields (medical device, health care, animal health, agriculture, biotechnology, pharmaceutical industries, etc.). BME students have access to the vast resources of the USD main campus, USD GEAR Center, and SDSMT, which provides extensive and diverse opportunities for collaboration with faculty, clinicians, and students.

The programs will go up for Accreditation Board for Engineering and Technology, Inc. (ABET) accreditation. The students will also be a stakeholder in the biomedical engineering program and will be included in ongoing review of program educational objectives for continued success and continued improvement in the BME program.

Students will be prepared to go directly into well-paying industries where biomedical products are designed and manufactured. Biomedical Engineering graduates bring a unique knowledge of life sciences, engineering design, and analysis skills to an employer. The undergraduate Biomedical Engineering degree can also help advance students to further their education into professional studies.
5. Program Proposal Rationale:

A. If a new degree is proposed, what is the rationale?\(^8\)
   No new degree is proposed. The major will be offered within the existing Bachelor of Science.

B. What is the rationale for the curriculum?
   USD and SDSMT Biomedical Engineer Program Mission: To develop students who are prepared to solve critical problems in human health. We educate students at the intersection of life science and engineering while building a firm foundation in ethics, innovation, and communication. Students will develop skills to design and implement solutions to impact lives.

   The BME faculty have designed the curriculum to fulfill our department's mission and achieve our objectives. The curriculum was designed to provide the student with a broad-based and application-inspired curriculum with interdisciplinary components. The curriculum includes biomedical engineering core courses, mathematics, calculus-based physics, humanities, and social sciences. The curriculum culminates in a capstone design experience where interdisciplinary teams apply knowledge to solve real-world engineering problems. A BME curriculum provides a foundation in medical devices, biomedical implants, biomaterials, and biomedical instrumentation to compete in an increasingly technical medical field, and also prepares students for graduate school, medical school, or professional school.

   Please see the curriculum attachment for both SDSMT and USD to show what courses will be offered at the universities (see Appendix D). Differences in the curriculum are primarily due to courses offerings in different departments at each respective institution.

   In regards to the SDSU minor in biomedical engineering, there are generic overlaps in that both curriculums require taking senior design with a biomedical engineering emphasis. The other courses in the SDSU minor in biomedical engineering are courses related to anatomy and physiology. The BME bachelor’s degree will have an engineering focus in Quantitative Systems Physiology I and II. Please see the attachment from SDSU’s website on their stance on a degree in Biomedical Engineering (see Appendix E).

c. Demonstrate/provide evidence that the curriculum is consistent with current national standards.

   The curriculum was designed to meet ABET General Criterion 5: Curriculum accreditation standards.

   Per ABET:

   “PROGRAM CRITERIA FOR BIOENGINEERING, BIOMEDICAL AND SIMILARLY NAMED ENGINEERING PROGRAMS
   1. Curriculum: The structure of the curriculum must provide both breadth and depth across the range of engineering and science topics consistent with the program educational objectives and student outcomes. The curriculum must prepare graduates with experience in:

\(^8\) This question refers to the type of degree, not the program. For example, if your university has authorization to offer the Bachelor of Science and the program requested is a Bachelor of Science, then the request is not for a new degree.
(a) Applying principles of engineering, biology, human physiology, chemistry, calculus-based physics, mathematics (through differential equations) and statistics;
(b) Solving bio/biomedical engineering problems, including those associated with the interaction between living and non-living systems;
(c) Analyzing, modeling, designing, and realizing bio/biomedical engineering devices, systems, components, or processes; and
(d) Making measurements on and interpreting data from living systems."

D. Summary of the degree program

<table>
<thead>
<tr>
<th>Biomedical Engineering @ USD</th>
<th>Credit Hours</th>
<th>Credit Hours</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>System General Education Requirements*</td>
<td>34*</td>
<td>34*</td>
<td>26.2%</td>
</tr>
<tr>
<td>Subtotal, Degree Requirements</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Required Support Courses (not included above)</td>
<td>19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Major Requirements</td>
<td>59</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Major Electives</td>
<td>18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal, Program Requirements</td>
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<td>96</td>
<td>73.8%</td>
</tr>
<tr>
<td>Free Electives</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Degree Total**</td>
<td>130</td>
<td>130</td>
<td>100%</td>
</tr>
</tbody>
</table>

*For USD, the general education requirements for SGR#5 is met with MATH 123, Calculus I, which is 5 Credits at USD. For SGR #6, the courses that will fill this requirement are ISCI 151/L (3/1 credits) and ISCI 153/L (3/1 credits), both of which require the lab as a co-requisite. This is the reason the System General Education Requirements for USD is 34 credit hours.

<table>
<thead>
<tr>
<th>Biomedical Engineering @ SDSM&amp;T</th>
<th>Credit Hours</th>
<th>Credit Hours</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>System General Education Requirements*</td>
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<td>32</td>
<td>24.6%</td>
</tr>
<tr>
<td>Subtotal, Degree Requirements</td>
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<td></td>
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<tr>
<td>Required Support Courses (not included above)</td>
<td>37</td>
<td>37</td>
<td></td>
</tr>
<tr>
<td>Major Requirements</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Major Electives</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal, Program Requirements</td>
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<td>98</td>
<td>75.4%</td>
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<tr>
<td>Free Electives</td>
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<td>0</td>
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<tr>
<td>Degree Total***</td>
<td>130</td>
<td>130</td>
<td>100%</td>
</tr>
</tbody>
</table>

*For SDSM&T, the general education requirements are 32 since Goal 5 is 4 CR (MATH 123 at SDSM&T) and Goal 6 is 7 CR to include a lab (BIOL 151/L (4CR) and PHYS 211 (3CR)).

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9 ABET Engineering Accreditation Commission Criteria for Accrediting Engineering Programs
10 Board Policy 2:29 requires each baccalaureate level degree program to require 120 credit hours and each associate degree program to require 60 credit hours. Exceptions to this policy require documentation that programs must comply with specific standards established by external accreditation, licensure, or regulatory bodies or for other compelling reasons and must receive approval by the Executive Director in consultation the President of the Board of Regents.
11 Board Policy 2:29 requires each baccalaureate level degree program to require 120 credit hours and each associate degree program to require 60 credit hours. Exceptions to this policy require documentation that programs must comply with specific standards established by external accreditation, licensure, or regulatory bodies or for other compelling reasons and must receive approval by the Executive Director in consultation the President of the Board of Regents.
### Required Support Courses Outside the Major @ USD
*(Not general education or institutional graduation requirements)*

<table>
<thead>
<tr>
<th>Prefix</th>
<th>Number</th>
<th>Course Title</th>
<th>Credit Hours</th>
<th>New (yes, no)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ISCI</td>
<td>225/L</td>
<td>Integrated Science III and Lab</td>
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<tr>
<td>MATH</td>
<td>125</td>
<td>Calculus II</td>
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<tr>
<td>MATH</td>
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<td>Calculus III</td>
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<tr>
<td>MATH</td>
<td>321</td>
<td>Differential Equations</td>
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</tr>
<tr>
<td>MATH</td>
<td>381 or 481</td>
<td>Introduction to Probability and Statistics OR Probability and Statistics</td>
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</table>

Subtotal 19

### Required Support Courses Outside the Major @ SDSMT
*(Not general education or institutional graduation requirements)*

<table>
<thead>
<tr>
<th>Prefix</th>
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<th>Course Title</th>
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<tr>
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<td>326</td>
<td>Biomedical Physiology</td>
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</tr>
<tr>
<td>CHEM</td>
<td>112/L</td>
<td>General Chemistry I/Lab</td>
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</tr>
<tr>
<td>CHEM</td>
<td>114/L</td>
<td>General Chemistry II/Lab</td>
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<td>Organic Chemistry I/Lab</td>
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<tr>
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<td>321</td>
<td>Differential Equations</td>
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<tr>
<td>MATH</td>
<td>381 or 481</td>
<td>Introduction to Probability and Statistics OR Probability and Statistics</td>
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Subtotal 37
## Major Requirements (USD)

<table>
<thead>
<tr>
<th>Prefix</th>
<th>Number</th>
<th>Course Title</th>
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</tr>
</thead>
<tbody>
<tr>
<td>BME</td>
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</tr>
<tr>
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<td>Programming for Engineering and Science</td>
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<tr>
<td>PHYS</td>
<td>211/L</td>
<td>Physics I</td>
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<tr>
<td>BME/EM</td>
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<td>Statics</td>
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</tr>
<tr>
<td>BME/MET</td>
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<tr>
<td>BME/IENG</td>
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<td>Quantitative Systems Physiology I</td>
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<tr>
<td>BME</td>
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<td>Quantitative Systems Physiology II</td>
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<tr>
<td>BME</td>
<td>304</td>
<td>Biomedical Engineering Fluid Mechanics</td>
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<td>BME</td>
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<td>Biomedical Engineering Transport Phenomena</td>
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<td>Biomedical Engineering Thermodynamics</td>
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<td>Biomedical Engineering Lab</td>
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<tr>
<td>BME</td>
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<td>Senior Design II</td>
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</table>

**Subtotal** | **59**

## Major Requirements (SDSM&T)

<table>
<thead>
<tr>
<th>Prefix</th>
<th>Number</th>
<th>Course Title</th>
<th>Credit Hours</th>
<th>New (yes, no)</th>
</tr>
</thead>
<tbody>
<tr>
<td>BME</td>
<td>101/L</td>
<td>Introduction to Biomedical Engineering</td>
<td>1/1</td>
<td>No</td>
</tr>
<tr>
<td>CSC</td>
<td>170/170L</td>
<td>Programming for Engineering and Science</td>
<td>3/0</td>
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</tr>
<tr>
<td>EM</td>
<td>214</td>
<td>Statics</td>
<td>3</td>
<td>No</td>
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<tr>
<td>MET</td>
<td>232</td>
<td>Property of Materials</td>
<td>3</td>
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<tr>
<td>EE</td>
<td>301/301L</td>
<td>Intro Circuits, Machines and Systems/Lab</td>
<td>3/1</td>
<td>No</td>
</tr>
<tr>
<td>IENG</td>
<td>301</td>
<td>Engineering Economics</td>
<td>2</td>
<td>No</td>
</tr>
<tr>
<td>BME/ISCI</td>
<td>335/L</td>
<td>Biomedical Technologies</td>
<td>3/1</td>
<td>No</td>
</tr>
<tr>
<td>BME</td>
<td>303</td>
<td>Introduction to Biomechanics</td>
<td>3</td>
<td>Yes</td>
</tr>
<tr>
<td>BME</td>
<td>304</td>
<td>Biomedical Engineering Fluid Mechanics</td>
<td>3</td>
<td>Yes</td>
</tr>
<tr>
<td>BME</td>
<td>305</td>
<td>Biomedical Engineering Transport Phenomena</td>
<td>3</td>
<td>Yes</td>
</tr>
<tr>
<td>BME</td>
<td>306</td>
<td>Biomedical Engineering Thermodynamics</td>
<td>3</td>
<td>Yes</td>
</tr>
<tr>
<td>BME</td>
<td>401</td>
<td>Biomaterials</td>
<td>3</td>
<td>Yes</td>
</tr>
<tr>
<td>BME</td>
<td>463L</td>
<td>Biomedical Engineering Lab</td>
<td>0/1</td>
<td>Yes</td>
</tr>
<tr>
<td>BME</td>
<td>464</td>
<td>Senior Design I</td>
<td>3</td>
<td>Yes</td>
</tr>
<tr>
<td>BME</td>
<td>465</td>
<td>Senior Design II</td>
<td>3</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**Subtotal** | **43**

4345
Major Electives: List courses available as electives in the program. Indicate any proposed new courses added specifically for the major.

<table>
<thead>
<tr>
<th>Prefix</th>
<th>Number</th>
<th>Course Title</th>
<th>Credit Hours</th>
<th>New (yes, no)</th>
</tr>
</thead>
<tbody>
<tr>
<td>BME</td>
<td>307/L</td>
<td>Experimental Design</td>
<td>2/1</td>
<td>Yes</td>
</tr>
<tr>
<td>BME</td>
<td>308</td>
<td>Biomedical Engineering for Global Health</td>
<td>3</td>
<td>Yes</td>
</tr>
<tr>
<td>BME</td>
<td>402</td>
<td>Computational Biomedical Engineering</td>
<td>3/1</td>
<td>Yes</td>
</tr>
<tr>
<td>BME</td>
<td>404</td>
<td>Biomedical Signal and Imaging</td>
<td>3/1</td>
<td>Yes</td>
</tr>
<tr>
<td>BME</td>
<td>405/L</td>
<td>Cell and Tissue Engineering</td>
<td>3</td>
<td>Yes</td>
</tr>
<tr>
<td>BME</td>
<td>425</td>
<td>Medical Product Development</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>BME</td>
<td>450</td>
<td>Regulatory Pathways in Medical Product Development</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>BME</td>
<td>586</td>
<td>Immuno-Engineering (CBE 486)</td>
<td>2 or 3</td>
<td>No</td>
</tr>
<tr>
<td>BME</td>
<td>408</td>
<td>Biomedical Engineering</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>BME</td>
<td>528/L</td>
<td>Applied Finite Element Analysis/Lab (ME 428/L)</td>
<td>2/1</td>
<td>No</td>
</tr>
<tr>
<td>BME</td>
<td>606</td>
<td>Occupational Biomechanics (IENG 406)</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>EE (USD BME elective)</td>
<td>301/301L</td>
<td>Intro Circuits, Machines and Systems/Lab</td>
<td>3/1</td>
<td>No</td>
</tr>
</tbody>
</table>

Subtotal 18

6. Student Outcomes and Demonstration of Individual Achievement

A. What specific knowledge and competencies, including technology competencies, will all students demonstrate before graduation? Complete Appendix A – Outcomes using the system form.

Appendix A defines the specific knowledge and competencies, including technology competencies that all students will demonstrate before graduation. Below is a list that graduates of this program will be able to demonstrate:

<table>
<thead>
<tr>
<th>ABET #</th>
<th>Outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>an ability to identify, formulate, and solve complex engineering problems by applying principles of engineering, science, and mathematics</td>
</tr>
<tr>
<td>2</td>
<td>an ability to apply engineering design to produce solutions that meet specified needs with consideration of public health, safety, and welfare, as well as global, cultural, social, environmental, and economic factors</td>
</tr>
<tr>
<td>3</td>
<td>an ability to communicate effectively with a range of audiences</td>
</tr>
<tr>
<td>4</td>
<td>an ability to recognize ethical and professional responsibilities in engineering situations and make informed judgments, which must consider the impact of engineering solutions in global, economic, environmental, and societal contexts</td>
</tr>
<tr>
<td>5</td>
<td>an ability to function effectively on a team whose members together provide leadership, create a collaborative and inclusive environment, establish goals, plan tasks, and meet objectives</td>
</tr>
<tr>
<td>6</td>
<td>an ability to develop and conduct appropriate experimentation, analyze and interpret data, and use engineering judgment to draw conclusions</td>
</tr>
<tr>
<td>7</td>
<td>an ability to acquire and apply new knowledge as needed, using appropriate learning strategies.</td>
</tr>
</tbody>
</table>
B. Are national instruments (i.e., examinations) available to measure individual student achievement in this field? If so, list them.

The NCEES Fundamentals of Engineering (FE) exam is a national examination is a student’s first step in the process to becoming a professional licensed engineer (P.E.). The FE Exam will measure an individual’s achievement in the BME field.

C. How will individual students demonstrate mastery? Describe the specific examinations and/or processes used, including any external measures. What are the consequences for students who do not demonstrate mastery?

Individual students will demonstrate mastery with a final year end capstone design project as well as partake in the FE OTHER DISCIPLINE Exam.

1. **Senior Design**: Senior Design is a major design experience serving as the capstone course in Biomedical Engineering. Students work in teams to engineer practical solutions to problems. Starting from a problem statement, the students work in teams to investigate the reasons for the problem, and what others have done to solve it. They create and analyze new and better solutions to the problem (from concept level to detailed level). They build and test a prototype of their solution. Design students will apply knowledge and skills acquired in earlier coursework toward a novel engineering project developed by the student with assistance from their research adviser. At the end of Senior Design, students will present project background and discuss potential technical approaches and deliverables. Students who do not demonstrate mastery will not pass the course.

2. **FE Exam**: The NCEES Fundamentals of Engineering (FE) exam is a national examination as a student’s first step in the process to becoming a professional licensed engineer (P.E.). It is designed for recent graduates and students who are close to finishing an undergraduate engineering degree from an EAC/ABET-accredited program. The FE exam is a computer-based exam administered year-round. It is a pass/fail exam taken by approximately 55,000 people each year, most of whom are college seniors or recent graduates. Students graduating with a Biomedical Engineering degree will be prepared to take the FE OTHER DISCIPLINES Exam. The FE exam will be used as an outcomes assessment tool for the program. For assessment purposes, however, the pass-fail rate is of secondary importance, and the focus is instead on examinees’ performance in a given subject. To effectively use the FE exam as an assessment tool, faculty will know the specifications for the exam as well as the level of understanding that the items are meant to measure. The goal is to ensure that the exam aligns with topics that are important to and current with what is being practiced in the Biomedical Engineering discipline. Effective assessment should result in continuous program improvement. Faculty will evaluate the results of student performance in individual subject areas. Doing so will identify areas in which students are performing below the goals established by the faculty and perhaps significantly below national averages. Some jobs will require an applicant to have passed the FE exam. Consequences for students who do not demonstrate mastery on the FE Exam may not get a job that they desire.

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12 What national examination, externally evaluated portfolio or student activity, etc., will verify that individuals have attained a high level of competence and identify those who need additional work?
7. **What instructional approaches and technologies will instructors use to teach courses in the program?**

Instructional approaches will involve solving problems using basic science, engineering principles and math. Laboratory and design experiences and case studies will be closely integrated with lecture material and previous coursework. Teamwork, problem-solving, application, written and oral presentations are central components throughout the curriculum. At the end of the curriculum, students will create and apply knowledge in their capstone design project.

8. **Did the University engage any developmental consultants to assist with the development of the curriculum?**

Did the University consult any professional or accrediting associations during the development of the curriculum? What were the contributions of the consultants and associations to the development of curriculum?

No developmental consultants assisted with the development of the curriculum. The curriculum was developed by the Biomedical Engineering Faculty at USD and a Faculty Committee from the different departments at SDSMT. The ABET accreditation resources available on the ABET website were used to aid in the development of the curriculum to ensure we meet specific requirements for accreditation.

9. **Are students enrolling in the program expected to be new to the university or redirected from other existing programs at the university? Complete the table below and explain the methodology used in developing the estimates.**

We plan to offer this degree in Sioux Falls, Vermillion (USD Main Campus), and Rapid City (SDSMT), therefore, we anticipate that many of the students will be new to the universities. Of course, it is likely that some will re-direct from other programs as well.

<table>
<thead>
<tr>
<th></th>
<th>Fiscal Years*</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>1st</td>
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<tr>
<td><strong>Estimates (USD)</strong></td>
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</tr>
<tr>
<td>Students new to the university</td>
<td>FY 20</td>
</tr>
<tr>
<td>Students from other university programs</td>
<td>0</td>
</tr>
<tr>
<td>Continuing students</td>
<td>3</td>
</tr>
<tr>
<td>=Total students in the program (fall)</td>
<td>13</td>
</tr>
<tr>
<td>Program credit hours (major courses)**</td>
<td>234</td>
</tr>
<tr>
<td>Graduates</td>
<td>3</td>
</tr>
</tbody>
</table>

These estimates are based on enrollment and retention rates within the University, conversations with several biomedical device and drug companies that are based in Sioux Falls, and looking at other BME programs at universities with similar populations.

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13 Developmental consultants are experts in the discipline hired by the university to assist with the development of a new program (content, courses, experiences, etc.). Universities are encouraged to discuss the selection of developmental consultants with Board staff.
10. Is program accreditation available? If so, identify the accrediting organization and explain whether accreditation is required or optional, the resources required, and the University’s plans concerning the accreditation of this program.

Program accreditation is available through ABET. The Biomedical Engineering Program’s goal is to be accredited through the ABET Engineering Accreditation Commission (EAC). As a new program, the ABET accreditation would ensure confidence that the Biomedical Engineering Program meets quality standards and that graduates are prepared to enter a global workforce. Additional resources (that have not been included in the curriculum/budget) required for ABET accreditation are related to institutional support and leadership, which must be adequate to ensure the quality and continuity of the program.

Please see the attached Form 4-3 Request to Seek Accreditation (See Appendix F, also posted for AAC/BOR review).

11. Does the University request any exceptions to any Board policy for this program? Explain any requests for exceptions to Board Policy. If not requesting any exceptions, enter “None.”

USD and SDSMT request an exemption to the 120 credit hour maximums for a baccalaureate degree program as described in BOR Policy 2:29. Policy 2:29 notes that exceptions may be granted by the Executive Director in consultation with the Board president for programs that must “comply with specific standards established by external accreditation, licensure or regulatory bodies or for other compelling reasons.” USD and SDSMT request an exemption for the program to require 130 credit hours in order to meet ABET accreditation criteria.
12. Delivery Location\textsuperscript{14}

A. Complete the following charts to indicate if the university seeks authorization to deliver the entire program on campus, at any off campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire program through distance technology (e.g., as an online program)?

<table>
<thead>
<tr>
<th>On campus (Both SDSMT and Main USD Campus)</th>
<th>Yes/No</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes</td>
<td>Fall 2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Off campus</th>
<th>Yes/No</th>
<th>If Yes, list location(s)</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes</td>
<td>GEAR Center Sioux Falls,</td>
<td>Fall 2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td>University Center Sioux Falls</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Distance Delivery (online/other distance delivery methods)</th>
<th>Yes/No</th>
<th>If Yes, identify delivery methods\textsuperscript{15}</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes</td>
<td>DDN, Travel to Main Campus Vermillion</td>
<td>Fall 2019</td>
</tr>
</tbody>
</table>

B. Complete the following chart to indicate if the university seeks authorization to deliver more than 50\% but less than 100\% of the certificate through distance learning (e.g., as an online program)?\textsuperscript{16}

<table>
<thead>
<tr>
<th>Distance Delivery (online/other distance delivery methods)</th>
<th>Yes/No</th>
<th>If Yes, identify delivery methods</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No</td>
<td>Choose an item. Choose an item.</td>
<td></td>
</tr>
</tbody>
</table>

13. Cost, Budget, and Resources: Explain the amount and source(s) of any one-time and continuing investments in personnel, professional development, release time, time redirected from other assignments, instructional technology & software, other operations and maintenance, facilities, etc., needed to implement the proposed major. Address off-campus or distance delivery separately.

Expenses (USD) Please see USD Budget Attached (See Appendix B-USD):
For this program, there will be no need to add faculty or staff at this time. Current faculty and staff have time allotted for teaching, and have the necessary qualifications to develop and teach course material. Budget being requested would allow for continuing education of faculty and staff. In addition, budget will be needed to facilitate travel between Rapid City, Sioux Falls and Vermillion. As the program grows, additional cost will be expected which would include, faculty, staff, facilities and capital expenditures.

\textsuperscript{14} The accreditation requirements of the Higher Learning Commission (HLC) require Board approval for a university to offer programs off-campus and through distance delivery.

\textsuperscript{15} Delivery methods are defined in AAC Guideline 5.5.

\textsuperscript{16} This question responds to HLC definitions for distance delivery.
Expenses (SDSM&T) Please see SDSM&T Budget Attached (See Appendix B-SDSMT):
For this program, there will initially be no need to add faculty or staff. Current faculty and staff will have time re-allotted for teaching, and have the necessary qualifications to develop and teach course material. Budget being requested would allow for addition of faculty and staff. Initial investment in equipment for offering BME 463L has been included in the budget. In addition, budget will be needed to facilitate travel between Rapid City, Sioux Falls and Vermillion. As the program grows, additional cost will be expected which would include, faculty, staff, facilities and capital expenditures.

Revenue: In addition to revenue generated through student enrollment, there will be fundraising efforts through endowments, industry partners, and alumni.

14. Is the university requesting or intending to request permission for a new fee or to attach an existing fee to the program?

☐ □ Yes  No

15. New Course Approval: New courses required to implement the new undergraduate degree program may receive approval in conjunction with program approval or receive approval separately. Please check the appropriate statement:

☒ YES, the university is seeking approval of new courses related to the proposed program in conjunction with program approval. All New Course Request forms are included as Appendix C and match those described in section 5D.

☐ NO, the university is not seeking approval of all new courses related to the proposed program in conjunction with program approval; the institution will submit new course approval requests separately or at a later date in accordance with Academic Affairs Guidelines.

16. Additional Information:

The Bachelor of Science Degree in Biomedical Engineering offered jointly by the University of South Dakota and South Dakota School of Mines and Technology will seek ABET accreditation. This ABET accreditation is to provide assurance the BME program offered meets the quality standards of the profession for which the program prepares graduates.

The Bachelor of Science Degree in Biomedical Engineering is a single program embedded within two universities. The University of South Dakota has a Biomedical Engineering Department housed in the College of Arts and Sciences. In order to serve students and maximize resources, a Memorandum of Understanding between USD and SDSMT will be put in place to cover aspects such as the administration of BME leadership to facilitate successful and efficient operation across the two universities.
### Individual Student Outcomes and Program Courses

<table>
<thead>
<tr>
<th>Individual Student Outcome</th>
<th>BME 101/GE 130*</th>
<th>CSC 170/L*</th>
<th>PHYS 211/L*</th>
<th>ISCI 215/L*</th>
<th>ISCI 301*</th>
<th>CHEM 326/328/L* or 330/L*</th>
<th>CHEM 326/L*</th>
<th>ISCI/BME 335*</th>
<th>BME 300*</th>
<th>BME 302*</th>
<th>BME 303*</th>
<th>BME 304*</th>
<th>BME 305*</th>
<th>BME 306*</th>
<th>BME 307</th>
<th>BME 308</th>
<th>BME 401*</th>
<th>BME 463*</th>
<th>BME 464*</th>
<th>BME 465*</th>
<th>BME 403</th>
<th>BME 404</th>
<th>BME 405</th>
<th>BME 408</th>
<th>BME 425</th>
<th>BME 450</th>
<th>BME 586</th>
<th>CPHD 601</th>
<th>MET/CBE 445</th>
<th>MES/NANO 475</th>
<th>NANO 445</th>
</tr>
</thead>
<tbody>
<tr>
<td>an ability to identify, formulate, and solve complex engineering problems by applying principles of engineering, science, and mathematics (ABET 1)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>an ability to apply engineering design to produce solutions that meet specified needs with consideration of public health, safety, and welfare, as well as global, cultural, social, environmental, and economic factors (ABET 2)</td>
<td>X</td>
<td>X</td>
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<tr>
<td>an ability to communicate effectively with a range of audiences (ABET 3)</td>
<td>X</td>
<td>X</td>
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<tr>
<td>an ability to recognize ethical and professional responsibilities in engineering situations and make informed judgments, which must consider the impact of engineering solutions in global, economic, environmental, and societal contexts (ABET 4)</td>
<td>X</td>
<td>X</td>
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<td>an ability to function effectively on a team whose members together provide leadership, create a collaborative and inclusive environment, establish goals, plan tasks, and meet objectives (ABET 5)</td>
<td>X</td>
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<tr>
<td>Student Outcomes</td>
<td>Outcome 1</td>
<td>Outcome 2</td>
<td>Outcome 3</td>
<td>Outcome 4</td>
<td>Outcome 5</td>
<td>Outcome 6</td>
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<tr>
<td>an ability to develop and conduct appropriate experimentation, analyze data, and</td>
<td>X</td>
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<tr>
<td>use engineering judgment to draw conclusions (ABET 6)</td>
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<tr>
<td>an ability to acquire and apply new knowledge as needed, using appropriate</td>
<td>X</td>
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</tr>
<tr>
<td>learning strategies. (ABET 7)</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Expand the table as necessary to include all student outcomes.
Outcomes in this table are to be the same ones identified in the text.
Appendix B-USD

University of South Dakota, [Bachelor of Science] in [Biomedical Engineering]

1. Assumptions

<table>
<thead>
<tr>
<th>Headcount &amp; hours from proposal</th>
<th>1st FY</th>
<th>2nd FY</th>
<th>3rd FY</th>
<th>4th FY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fall headcount (see table in proposal)</td>
<td>13</td>
<td>35</td>
<td>55</td>
<td>85</td>
</tr>
<tr>
<td>Program FY cr hrs, On-Campus</td>
<td>0</td>
<td>630</td>
<td>990</td>
<td>1,530</td>
</tr>
<tr>
<td>Program FY cr hrs, Off-Campus</td>
<td>234</td>
<td>0</td>
<td>0</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Faculty, Regular FTE</th>
<th>See p. 3</th>
<th>2.00</th>
<th>2.00</th>
<th>2.00</th>
<th>3.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Faculty Salary &amp; Benefits, average</td>
<td>See p. 3</td>
<td>$102,782</td>
<td>$102,782</td>
<td>$102,782</td>
<td>$102,782</td>
</tr>
<tr>
<td>Faculty, Adjunct - number of courses</td>
<td>See p. 3</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Faculty, Adjunct - per course</td>
<td>See p. 3</td>
<td>$1,000</td>
<td>$1,000</td>
<td>$1,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>Other FTE (see next page)</td>
<td>See p. 3</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Other Salary &amp; Benefits, average</td>
<td>See p. 3</td>
<td>$8,470</td>
<td>$8,470</td>
<td>$8,470</td>
<td>$8,470</td>
</tr>
</tbody>
</table>

2. Budget

**Salary & Benefits**

<table>
<thead>
<tr>
<th>Faculty, Regular</th>
<th>$205,564</th>
<th>$205,564</th>
<th>$205,564</th>
<th>$308,346</th>
</tr>
</thead>
<tbody>
<tr>
<td>Faculty, Adjunct (rate x number of courses)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Other FTE</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

S&B Subtotal

| $205,564 | $205,564 | $205,564 | $308,346 |

**Operating Expenses**

<table>
<thead>
<tr>
<th>Travel</th>
<th>$0</th>
<th>$0</th>
<th>$0</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractual Services</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Supplies &amp; materials</td>
<td>$1,000</td>
<td>$2,000</td>
<td>$3,500</td>
<td>$6,000</td>
</tr>
<tr>
<td>Capital equipment</td>
<td>$0</td>
<td>$7,000</td>
<td>$15,000</td>
<td>$15,000</td>
</tr>
</tbody>
</table>

OE Subtotal

| $1,000 | $9,000 | $18,500 | $21,000 |

Total

| $206,564 | $214,564 | $224,064 | $329,346 |

3. Program Resources

<table>
<thead>
<tr>
<th>Off-campus support tuition/hr, HEFF net</th>
<th>UG $296.48</th>
<th>$296.48</th>
<th>$296.48</th>
<th>$296.48</th>
</tr>
</thead>
<tbody>
<tr>
<td>Off-campus tuition revenue hrs x amt</td>
<td>$69,375</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>On-campus support tuition/hr, HEFF net</th>
<th>UG $212.13</th>
<th>$212.13</th>
<th>$212.13</th>
<th>$212.13</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-campus tuition revenue hrs x amt</td>
<td>$0</td>
<td>$133,645</td>
<td>$210,013</td>
<td>$324,566</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Program fee, per cr hr (if any)</th>
<th>$0.00</th>
<th>$0</th>
<th>$0</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivery fee, per cr hr (if any)</td>
<td>$0.00</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>University redirections</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Community/Employers</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Grants/Donations/Other</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>
Provide a summary of the program costs and resources in the new program proposal.

<table>
<thead>
<tr>
<th>Estimated Salary &amp; Benefits per FTE</th>
<th>Faculty</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated salary (average) - explain below</td>
<td>$82,268</td>
<td>$0</td>
</tr>
<tr>
<td>University's variable benefits rate (see below)</td>
<td>0.1464</td>
<td>0.1464</td>
</tr>
<tr>
<td>Variable benefits</td>
<td>$12,044</td>
<td>$0</td>
</tr>
<tr>
<td>Health insurance/FTE, FY18</td>
<td>$8,470</td>
<td>$8,470</td>
</tr>
<tr>
<td>Average S&amp;B</td>
<td>$102,782</td>
<td>$8,470</td>
</tr>
</tbody>
</table>

Explain faculty used to develop the average salary & fiscal year salaries used. Enter amount above.

The FY_19_ salaries of 11 people in the ___BME_ department were averaged (USD) and faculty at SDSMT. [Limit to faculty who will teach in the program. Revise as needed. Delete this note.]

Explain adjunct faculty costs used in table:

XX courses per year to be taught by adjuncts at $0,000 per course. [Revise note and table/formulas as needed. Delete this note.]

Explain other [for example, CSA or exempt] salary & benefits. Enter amount above.

Use for any persons other than faculty that will be needed to offer the program. Delete this note.

Summarize the operating expenses shown in the table:

Operating expenses: as more students enroll, more lab equipment will need to be purchased in order to meet the growing study body.

Summarize resources available to support the new program (redirection, donations, grants, etc).

State-support: Change cell on page 1 to use the UG or GR net amount.

<table>
<thead>
<tr>
<th>Off-Campus Tuition, HEFF &amp; Net</th>
<th>FY18 Rate</th>
<th>HEFF</th>
<th>Net</th>
</tr>
</thead>
<tbody>
<tr>
<td>Undergraduate</td>
<td>$335.00</td>
<td>$38.53</td>
<td>$296.48</td>
</tr>
</tbody>
</table>

Program Forms: New Undergraduate Degree Program Form (Last Revised 05/2017)
Graduate | $444.25 | $51.09 | $393.16
Externally Supported | $40.00

*State-support: Change cell on page 1 to use the UG or GR net amount for your university.*

<table>
<thead>
<tr>
<th>On-Campus Tuition, HEFF &amp; Net</th>
<th>FY18 Rate</th>
<th>HEFF</th>
<th>Net</th>
</tr>
</thead>
<tbody>
<tr>
<td>UG Resident - DSU, NSU, SDSU, USD</td>
<td>$239.70</td>
<td>$27.57</td>
<td>$212.13</td>
</tr>
<tr>
<td>UG Resident - BHSU</td>
<td>$250.45</td>
<td>$28.80</td>
<td>$221.65</td>
</tr>
<tr>
<td>UG Resident - SDSMT</td>
<td>$246.00</td>
<td>$28.29</td>
<td>$217.71</td>
</tr>
<tr>
<td>GR Resident - DSU, NSU, SDSU, USD</td>
<td>$314.70</td>
<td>$36.19</td>
<td>$278.51</td>
</tr>
<tr>
<td>GR Resident - BHSU</td>
<td>$323.35</td>
<td>$37.19</td>
<td>$286.16</td>
</tr>
<tr>
<td>GR Resident - SDSMT</td>
<td>$320.05</td>
<td>$36.81</td>
<td>$283.24</td>
</tr>
<tr>
<td>UG Nonresident - DSU, NSU</td>
<td>$337.35</td>
<td>$38.80</td>
<td>$298.55</td>
</tr>
<tr>
<td>UG Nonresident - BHSU</td>
<td>$350.45</td>
<td>$40.30</td>
<td>$310.15</td>
</tr>
<tr>
<td>UG Nonresident - SDSU, USD</td>
<td>$347.95</td>
<td>$40.01</td>
<td>$307.94</td>
</tr>
<tr>
<td>UG Nonresident - SDSMT</td>
<td>$385.30</td>
<td>$44.31</td>
<td>$340.99</td>
</tr>
<tr>
<td>GR Nonresident - DSU, NSU</td>
<td>$585.50</td>
<td>$67.33</td>
<td>$518.17</td>
</tr>
<tr>
<td>GR Nonresident - BHSU</td>
<td>$603.35</td>
<td>$69.39</td>
<td>$533.96</td>
</tr>
<tr>
<td>GR Nonresident - SDSU, USD</td>
<td>$605.05</td>
<td>$69.58</td>
<td>$535.47</td>
</tr>
<tr>
<td>GR Nonresident - SDSMT</td>
<td>$642.35</td>
<td>$73.87</td>
<td>$568.48</td>
</tr>
<tr>
<td>UG Sioux Falls Associate Degree</td>
<td>$271.35</td>
<td>$31.21</td>
<td>$240.14</td>
</tr>
</tbody>
</table>

**Variable Benefits Rates**

<table>
<thead>
<tr>
<th>University</th>
<th>FY18</th>
</tr>
</thead>
<tbody>
<tr>
<td>BHSU</td>
<td>14.64%</td>
</tr>
<tr>
<td>DSU</td>
<td>14.36%</td>
</tr>
<tr>
<td>NSU</td>
<td>14.31%</td>
</tr>
<tr>
<td>SDSM&amp;T</td>
<td>14.20%</td>
</tr>
<tr>
<td>SDSU</td>
<td>14.38%</td>
</tr>
<tr>
<td>USD</td>
<td>14.34%</td>
</tr>
</tbody>
</table>

Change the benefits rate cell in the table on page 2 to point to the rate for your university.
1. Assumptions

Headcount & hours from proposal

<table>
<thead>
<tr>
<th></th>
<th>1st FY20</th>
<th>2nd FY21</th>
<th>3rd FY22</th>
<th>4th FY23</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fall headcount (see table in proposal)</td>
<td>50</td>
<td>70</td>
<td>90</td>
<td>100</td>
</tr>
<tr>
<td>Program FY cr hrs, On-Campus</td>
<td>900</td>
<td>1,260</td>
<td>1,620</td>
<td>1,800</td>
</tr>
<tr>
<td>Program FY cr hrs, Off-Campus</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Faculty, Regular FTE | See p. 3 | 1.50     | 2.00     | 3.00     | 3.00     |

Faculty Salary & Benefits, average | See p. 3 | $102,420 | $102,420 | $102,420 | $102,420 |

Faculty, Adjunct - number of courses | See p. 3 | 0        | 0        | 0        | 0        |

Faculty, Adjunct - per course | See p. 3 | $1,000   | $1,000   | $1,000   | $1,000   |

Other FTE (see next page) | See p. 3 | 0.50     | 0.50     | 0.50     | 0.50     |

Other Salary & Benefits, average | See p. 3 | $54,150  | $54,150  | $54,150  | $54,150  |

2. Budget

Salary & Benefits

Faculty, Regular | $153,630 | $204,840 | $307,260 | $307,260 |

Faculty, Adjunct (rate x number of courses) | $0        | $0        | $0        | $0        |

Other FTE | $27,075   | $27,075   | $27,075   | $27,075   |

S&B Subtotal | $180,705  | $231,915  | $334,335  | $334,335  |

Operating Expenses

Travel | $1,000    | $1,000    | $1,000    | $1,000    |

Contractual Services | $0        | $0        | $0        | $0        |

Supplies & materials | $1,000    | $2,000    | $3,500    | $3,500    |

Capital equipment | $200,000  | $15,000   | $15,000   | $15,000   |

OE Subtotal | $202,000  | $18,000   | $19,500   | $19,500   |

Total | $382,705  | $249,915  | $353,835  | $353,835  |

3. Program Resources

Off-campus support tuition/hr, HEFF net

|                  | UG | $393.16 | $393.16 | $393.16 | $393.16 |

Off-campus tuition revenue hrs x amt | $0 | $0 | $0 | $0 |

On-campus support tuition/hr, HEFF net

|                  | UG | $278.51 | $278.51 | $278.51 | $278.51 |

On-campus tuition revenue hrs x amt | $250,659 | $350,922 | $451,185 | $501,317 |

Program fee, per cr hr (if any) | $0.00 | $0 | $0 | $0 | $0 |

Delivery fee, per cr hr (if any) | $0.00 | $0 | $0 | $0 | $0 |

University redirections | $0 | $0 | $0 | $0 |

Community/Employers | $0 | $0 | $0 | $0 | $0 |
Provide a summary of the program costs and resources in the new program proposal.

<table>
<thead>
<tr>
<th>Estimated Salary &amp; Benefits per FTE</th>
<th>Faculty</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated salary (average) - explain below</td>
<td>$82,268</td>
<td>$40,000</td>
</tr>
<tr>
<td>University's variable benefits rate (see below)</td>
<td>0.1420</td>
<td>0.1420</td>
</tr>
<tr>
<td>Variable benefits</td>
<td>$11,682</td>
<td>$5,680</td>
</tr>
<tr>
<td>Health insurance/FTE, FY18</td>
<td>$8,470</td>
<td>$8,470</td>
</tr>
<tr>
<td><strong>Average S&amp;B</strong></td>
<td>$102,420</td>
<td>$54,150</td>
</tr>
</tbody>
</table>

Explain faculty used to develop the average salary & fiscal year salaries used. Enter amount above.
The FY_19_ salaries of 11 people in the ___BME_ department were averaged (USD) and faculty at SDSMT. [Limit to faculty who will teach in the program. Revise as needed. Delete this note.]

Explain adjunct faculty costs used in table:
XX courses per year to be taught by adjuncts at $0,000 per course. [Revise note and table/formulas as needed. Delete this note.]

Explain other [for example, CSA or exempt] salary & benefits. Enter amount above.
Administrative support 1/2 time ($40,000 salary used).

Summarize the operating expenses shown in the table:
Travel included as students are anticipated to need to travel between universities initially; Capital equipment at SDSM&T would be needed to offer a 400 level laboratory course (all included in FY20) as more students enroll, more lab equipment will need to be purchased in order to meet the growing study body.

Summarize resources available to support the new program (redirection, donations, grants, etc.).
**State-support: Change cell on page 1 to use the UG or GR net amount.**

### Off-Campus Tuition, HEFF & Net

<table>
<thead>
<tr>
<th></th>
<th>FY18</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rate</strong></td>
<td><strong>HEFF</strong></td>
</tr>
<tr>
<td>Undergraduate</td>
<td>$335.00</td>
</tr>
<tr>
<td>Graduate</td>
<td>$444.25</td>
</tr>
<tr>
<td>Externally Supported</td>
<td>$40.00</td>
</tr>
</tbody>
</table>

**State-support: Change cell on page 1 to use the UG or GR net amount for your university.**

### On-Campus Tuition, HEFF & Net

<table>
<thead>
<tr>
<th></th>
<th>FY18</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rate</strong></td>
<td><strong>HEFF</strong></td>
</tr>
<tr>
<td>UG Resident - DSU, NSU, SDSU, USD</td>
<td>$239.70</td>
</tr>
<tr>
<td>UG Resident - BHSU</td>
<td>$250.45</td>
</tr>
<tr>
<td>UG Resident - SDSMT</td>
<td>$246.00</td>
</tr>
<tr>
<td>GR Resident - DSU, NSU, SDSU, USD</td>
<td>$314.70</td>
</tr>
<tr>
<td>GR Resident - BHSU</td>
<td>$323.35</td>
</tr>
<tr>
<td>GR Resident - SDSMT</td>
<td>$320.05</td>
</tr>
<tr>
<td>UG Nonresident - DSU, NSU</td>
<td>$337.35</td>
</tr>
<tr>
<td>UG Nonresident - BHSU</td>
<td>$350.45</td>
</tr>
<tr>
<td>UG Nonresident - SDSU, USD</td>
<td>$347.95</td>
</tr>
<tr>
<td>UG Nonresident - SDSMT</td>
<td>$385.30</td>
</tr>
<tr>
<td>GR Nonresident - DSU, NSU</td>
<td>$585.50</td>
</tr>
<tr>
<td>GR Nonresident - BHSU</td>
<td>$603.35</td>
</tr>
<tr>
<td>GR Nonresident - SDSU, USD</td>
<td>$605.05</td>
</tr>
<tr>
<td>GR Nonresident - SDSMT</td>
<td>$642.35</td>
</tr>
<tr>
<td>UG Sioux Falls Associate Degree</td>
<td>$271.35</td>
</tr>
</tbody>
</table>

**Variable Benefits Rates**

<table>
<thead>
<tr>
<th>University</th>
<th>FY18</th>
</tr>
</thead>
<tbody>
<tr>
<td>BHSU</td>
<td>14.64%</td>
</tr>
<tr>
<td>DSU</td>
<td>14.36%</td>
</tr>
<tr>
<td>NSU</td>
<td>14.31%</td>
</tr>
<tr>
<td>SDSM&amp;T</td>
<td>14.20%</td>
</tr>
<tr>
<td>SDSU</td>
<td>14.38%</td>
</tr>
<tr>
<td>USD</td>
<td>14.34%</td>
</tr>
</tbody>
</table>

*Change the benefits rate cell in the table on page 2 to point to the rate for your university.*
## Appendix C

### New Unique Course

<table>
<thead>
<tr>
<th>Prefix &amp; Number</th>
<th>Course Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>BME 300</td>
<td>Quantitative Systems Physiology I</td>
</tr>
<tr>
<td>BME 302</td>
<td>Quantitative Systems Physiology II</td>
</tr>
<tr>
<td>BME 303</td>
<td>Introduction to Biomechanics</td>
</tr>
<tr>
<td>BME 304</td>
<td>Biomedical Engineering Fluid Mechanics</td>
</tr>
<tr>
<td>BME 305</td>
<td>Biomedical Engineering Transport Phenomena</td>
</tr>
<tr>
<td>BME 306</td>
<td>Biomedical Engineering Thermodynamics</td>
</tr>
<tr>
<td>BME 307/L</td>
<td>Experimental Design/Lab</td>
</tr>
<tr>
<td>BME 308</td>
<td>Biomedical Engineering for Global Health</td>
</tr>
<tr>
<td>BME 401/BME 501</td>
<td>Introduction to Biomaterials</td>
</tr>
<tr>
<td>BME 402/L</td>
<td>Computational Biomedical Engineering/Lab</td>
</tr>
<tr>
<td>BME 403</td>
<td>Cell Biomechanics</td>
</tr>
<tr>
<td>BME 404/L</td>
<td>Biomedical Signal and Imaging/Lab</td>
</tr>
<tr>
<td>BME 405/L</td>
<td>Cell and Tissue Engineering/Lab</td>
</tr>
<tr>
<td>BME 463</td>
<td>Biomedical Engineering Laboratory</td>
</tr>
<tr>
<td>BME 464</td>
<td>Biomedical Engineering Senior Design I</td>
</tr>
<tr>
<td>BME 465</td>
<td>Biomedical Engineering Senior Design II</td>
</tr>
</tbody>
</table>

### Revised Course Requests

<table>
<thead>
<tr>
<th>Prefix &amp; Number</th>
<th>Course Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>ISCI 335/335L</td>
<td>Biomedical Technologies/Lab [Prereqs: cross-list/equate; delivery method]</td>
</tr>
<tr>
<td>MET 232</td>
<td>Properties of Materials [Prereqs: cross-list/equate; delivery method]</td>
</tr>
</tbody>
</table>

### Authority to Offer Common Course Requests

<table>
<thead>
<tr>
<th>Prefix &amp; Number</th>
<th>Course Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>BME 101/101L</td>
<td>Intro Biomedical Engineering [Authority for SDSMT]</td>
</tr>
<tr>
<td>EM 214</td>
<td>Statics [Built as BME 214]</td>
</tr>
<tr>
<td>IENG 301</td>
<td>Basic Engineering Economics [Built as BME 301]</td>
</tr>
<tr>
<td>ISCI 335/335L</td>
<td>Biomedical Technologies/Lab [Authority for SDSMT and USD as BME 335/335L as well]</td>
</tr>
<tr>
<td>MET 232</td>
<td>Properties of Materials [Built as BME 232]</td>
</tr>
</tbody>
</table>
Appendix D

USD:

USD BME 4 Year Course Curriculum Flowchart (Proposed), 129 Credits

Legend

Course Number: Title
Pre-Req
Biomedical Engineering Minor

Biomedical engineering is a fast growing and wide ranging field that produces important innovations to improve our quality of life. SDSU has been preparing students for careers in biomedical engineering for more than 30 years. Contact Dean Lewis Brown to find out how you can tailor your engineering degree at SDSU for a career in biomedical engineering.

What is Biomedical Engineering?

It’s where medicine meets medicine. Biomedical engineers apply the concepts of engineering and the physical sciences to medicine and biology with the objective of enhancing human experience by improving the quality and effectiveness of patient care. It’s also a very entrepreneurial field with new jobs constantly emerging. According to the Bureau of Labor and Statistics, employment for biomedical engineers is expected to rise by 62 percent from 2010 to 2020.

What do Biomedical Engineers do?

Biomedical engineering is a vast field ranging from surgical robots, artificial organs and prosthetics to diagnostic tools and therapies. Many of our engineering graduates have taken steps to prepare themselves for a career in biomedical engineering while at SDSU and are now employed in a broad range of careers including:

• Medical device research & development
• Medical instrumentation design
• Biomedical communications and digital signal processing
• Medical and/or biomedical research

Biomedical Engineering Minor vs. Major

Since biomedical engineering is an application of traditional engineering to the life sciences, and not a distinct discipline of its own, it is important for a student with an interest in biomedical engineering to complete a degree in the traditional engineering discipline of his/her interest. Most biomedical engineers have backgrounds/diaries in:

1. Electrical or computer engineering
2. Mechanical engineering
3. Engineering physics
4. Materials science engineering

While it is possible to obtain an undergraduate degree in biomedical engineering at some institutions, a student receives a stronger engineering background by completing a traditional engineering degree (such as in electrical engineering, mechanical engineering, etc.) that is enhanced with core life science and biomedical engineering studies. SDSU offers this option with our minor in biomedical engineering program. Those students who want to be best prepared for a career in
biomedical engineering, either as an engineer or scientist, should complete both the traditional degree and the minor in biomedical engineering.

Resources
- Recent BME student projects
- Viable project ideas
- BME Advising document
- BME Minor brochure
- Catalog description

BME in the news
SJSU engineering students earn fellowship at Mayo Clinic

Resources
- BME Advising Sheets (BME majors, M.S. majors)
- Catalog description

South Dakota State University
1115 Campanile Ave. Brookings, S.D. 57007
1-605-688-1211
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Appendix F

SOUTH DAKOTA BOARD OF REGENTS
ACADEMIC AFFAIRS FORMS
Request to Seek Accreditation

<table>
<thead>
<tr>
<th>UNIVERSITY:</th>
<th>USD and SDSM&amp;T</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROGRAM:</td>
<td>Biomedical Engineering</td>
</tr>
<tr>
<td>CIP CODE:</td>
<td>14.0501</td>
</tr>
<tr>
<td>UNIVERSITY DEPARTMENT:</td>
<td>Biomedical Engineering (USD)</td>
</tr>
<tr>
<td>UNIVERSITY DIVISION:</td>
<td>College of Arts and Sciences (USD)</td>
</tr>
</tbody>
</table>

University Approval
To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

__________________________  ________________
President of the University Date

__________________________  ________________
President of the University Date

1. Level of program seeking accreditation (place an “X” in the appropriate box):
   - [ ] Certificate
   - [ ] Associate
   - [X] Bachelor’s
   - [ ] Doctoral
   - [ ] Master’s

2. Accrediting Agency:
   Accreditation Board for Engineering and Technology, Inc. (ABET)

3. What are the advantages of accreditation?
The advantages of accreditation fall in three categories: Students, Program and Institution, Industry
1. Students:
   A. Verifies that the educational experience meets global standard
   B. Enhances student employment opportunities—many corporations require graduation from accredited programs
   C. Supports student entry in to a technical profession through licensure, registration, and certification. Most professions require graduation from an ABET-accredited program.
   D. Establishes student’s eligibility for many federal student loans, grants, and/or scholarships.
2. Programs and Institutions:
A. ABET accreditation tells prospective students, peers, and the professions that the program:
   i. Receives recognition of its quality.
   iii. Directly involves faculty and staff in self-assessment and continuous quality improvement processes.
   iv. Is based on “learning outcomes,” rather than “teaching inputs.”

3. Industry, government and the world:
   A. Ensures that graduates have met the educational requirements necessary to enter the profession.
   B. Proof that a collegiate program has met standards essential to produce graduates ready to enter the biomedical engineering field
   C. Graduates from an ABET-accredited program have a solid educational foundation and are capable of leading the way in innovation, emerging technologies, and in anticipating the welfare and safety needs of the public

4. What are the anticipated costs involved in accreditation, including:

   A. Costs involved in undergoing self-study and preparing the application for accreditation:
      The self-study and preparation of the application for ABET accreditation are carried out by the faculty of Biomedical Engineering Department. There are no additional costs for the program.

   B. Out-of-pocket costs related to dues or site visits:

      Readiness Reviews
      Fee for each program reviewed $1,000

      What is the Readiness Review?
      On-Site Reviews
      Base fee for an on-site review $3,225
      Fee for each program evaluator (PEV) $3,225

      Additional Fees
      One evaluator reviewing two programs $345
      Extra day, per program evaluator $345
      Visit to off-campus location, per location $345

      Total Estimated for out-of-pocket costs related to dues or site visits: $8,500.00
C. Base budget implications including incremental costs and minimum base resources required (dollars and FTE):

Annual Maintenance

This fee covers the upkeep of accreditation data files, review of institutional materials, and the publication and distribution of annual lists of accredited programs.

Base fee per campus per commission $685
Fee for accredited program at each campus $685

Annual support fee: Once accredited the annual maintenance fee is $1,370.00

Curriculum: The curriculum for this degree is designed to meet ABET requirements. Continuous improvement will occur in accordance with the ABET process.

Faculty: Program management and ABET accreditation preparation roles will be determined in the Memorandum of Understanding between the Universities.

5. What is the source of the revenue needed?
   USD: College of Arts and Sciences
   SDSMT: Interdisciplinary Programs

6. What is the estimated date for submission of accreditation application?
   In order to submit an accreditation application, a student must graduate from the program. The Biomedical Engineering anticipates submitting the application for accreditation by June of 2023, with a site visit taking place in 2024.
SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 5 – H
DATE: December 4-6, 2018

SUBJECT
New Certificate: USD Graduate Certificate in Alternative Teacher Certification

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 2:23 – Program and Curriculum Approval

BACKGROUND / DISCUSSION
The University of South Dakota (USD) requests authorization to offer a graduate certificate in Alternative Teacher Certification. The proposed certificate is intended to alleviate South Dakota’s teacher shortage by providing an additional avenue for alternative certification. Alternate teaching certification provides a pathway to teaching certification outside of traditional teacher education programs. The target audience for the certificate is those with bachelor’s degrees in non-education fields who want to transition K-12 teaching, have a valid Alternative Preliminary Certification, and an offer of employment from a public or Department of Education-accredited school. The certificate is a stand-alone credential that meets the alternative certification requirements by covering topics in classroom management, teaching methods, student assessment, differentiated instruction, adolescent psychology, and South Dakota Indian studies.

IMPACT AND RECOMMENDATION
The certificate consists of 15 credit hours comprised of existing courses. While certificates typically consist of 9-12 credit hours, the 15 credit hours are needed to maintain compliance with alternative teacher certification requirements established by the SD Department of Education. USD currently offers 20 graduate certificate programs. USD seeks permission to offer the program online. USD is not asking for additional resources to offer the program.

Board office staff recommends approval of the program.

ATTACHMENTS
Attachment I – New Certificate Request Form: USD – Graduate Certificate in Alternative Teacher Certification

DRAFT MOTION 20181204_5-H:
I move to authorize USD to offer a graduate certificate in Alternative Teacher Certification, including online delivery, as presented.
### University Approval

To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

Elizabeth M. Freeburg  
Institutional Approval Signature  
President or Chief Academic Officer of the University  
10/29/18  

1. **Is this a graduate-level certificate or undergraduate-level certificate?**

   - Undergraduate Certificate  
   - Graduate Certificate  

2. **What is the nature/purpose of the proposed certificate?**

   The proposed certificate is designed to meet the state of South Dakota’s requirements for alternative certification for teaching licensure. Currently, school districts in South Dakota, along with most of the nation, are experiencing teacher shortages in critical areas such as science, math education, and special education. While some general shortages exist in individual counties, the Teacher Shortage Area Report, published by the Department of Education, indicates that in the most recent three years (2016-2017; 2017-2018; 2018-2019), the shortages are greater in secondary educations, and particularly in the areas of science, math, special education, and language arts. The alternative certification pathway was developed by the South Dakota DOE to meet these needs.

3. **Provide a justification for the certificate program, including the potential benefits to students and potential workforce demand for those who graduate with the credential.**

   Revisions to the South Dakota Department of Education requirements for teaching licensure now provide a pathway for certification for individuals with bachelor’s degrees without traditional teacher education preparation. The purpose of the change was to create a means for those who desire to become teachers, particularly in the high needs areas of math and science, to do so without needing to complete a traditional undergraduate program. The proposed certificate is designed to provide the 15 hours of coursework to meet state requirements. Candidates have 3

---

1 [https://tsa.ed.gov/#/reports](https://tsa.ed.gov/#/reports)

2 For workforce related information, please provide data and examples; data sources may include but are not limited to the South Dakota Department of Labor, the US Bureau of Labor Statistics, Regental system dashboards, etc.
years to complete the state requirements. In addition to passing the 15 hours with a C or higher in all courses, the candidates need to pass the appropriate state-designated pedagogy test, adhere to the SD Code of Professional Ethics for Teachers, and receive signoff from the employing school/district. By packaging the courses as a certificate within an existing degree program, students are eligible for financial aid that would not be otherwise available to them to support their career transition into teaching.

4. Who is the intended audience for the certificate program (including but not limited to the majors/degree programs from which students are expected)?

The intended audience for the proposed certificate are individuals who meet state requirements for alternative certification which include a valid Alternative Preliminary Certificate, a minimum of a bachelor’s degree, and an offer of employment from a public or Department-accredited school. Certification requires 15 transcripted credits covering the following topics: classroom management, teaching methods, student assessment, differentiated instruction, adolescent psychology, and South Dakota Indian studies.

5. List the courses required for completion of the certificate in the table below (if any new courses are proposed for the certificate, please attach the new course requests to this form):³

<table>
<thead>
<tr>
<th>Prefix</th>
<th>Number</th>
<th>Course Title (add or delete rows as needed)</th>
<th>Credit Hours</th>
<th>New (yes, no)</th>
</tr>
</thead>
<tbody>
<tr>
<td>INED</td>
<td>511</td>
<td>South Dakota Indian Studies</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>SEED</td>
<td>540</td>
<td>Classroom Management</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>SEED</td>
<td>550</td>
<td>Reading and Content Literacy</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>SEED</td>
<td>741</td>
<td>7-12 Curriculum &amp; Instruction</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>EPSY</td>
<td>735</td>
<td>Child and Adolescent Learning &amp; Development</td>
<td>3</td>
<td>No</td>
</tr>
</tbody>
</table>

Subtotal 15

Certificate programs generally range from 9-12 credits. This certificate is set at 15 credits to match the South Dakota Department of Education requirements for alternative certification.⁴ In completing this sequence, students would meet all DOE requirements to apply for licensure.

6. Student Outcome and Demonstration of Individual Achievement.⁵

A. What specific knowledge and competencies, including technology competencies, will all students demonstrate before graduation?

Specific knowledge and competencies for the certificate are based on the relevant InTASC Teaching Standards.

- Standard 1: Learner Development (EPSY 735)
- Standard 2: Learner Differences (INED 511; SEED 741; SEED 550)
- Standard 3: Learning Environments (SEED 540)
- Standard 5: Application of Content (SEED 741; SEED 550)
- Standard 6: Assessment (SEED 741)
- Standard 8: Instructional Strategies (SEED 741)

³ Regental system certificate programs typically are a subset of the curriculum offered in degree programs, include existing courses, and involve 9-12 credits for completion. Deviations from these guidelines require justification and approval.


⁵ Board Policy 2:23 requires certificate programs to “have specifically defined student learning outcomes.”

Program Forms: New Certificate Form (Last Revised 05/2017)
B. Complete Appendix A – Outcomes using the system form. Outcomes discussed below should be the same as those in Appendix A. Attached

7. Delivery Location.⁶

A. Complete the following charts to indicate if the university seeks authorization to deliver the entire program on campus, at any off-campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire program through distance technology (e.g., as an on-line program)?

<table>
<thead>
<tr>
<th></th>
<th>Yes/No</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>On campus</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Yes/No</th>
<th>If Yes, list location(s)</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Off campus</td>
<td>No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Distance Delivery (online/other distance delivery methods)</th>
<th>Yes/No</th>
<th>If Yes, identify delivery methods</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes</td>
<td>Online</td>
<td>Summer 2019</td>
</tr>
</tbody>
</table>

B. Complete the following chart to indicate if the university seeks authorization to deliver more than 50% but less than 100% of the certificate through distance learning (e.g., as an on-line program)? ⁷

<table>
<thead>
<tr>
<th>Distance Delivery (online/other distance delivery methods)</th>
<th>Yes/No</th>
<th>If Yes, identify delivery methods</th>
<th>Intended Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8. Additional Information: Additional information is optional. Use this space to provide pertinent information not requested above. Limit the number and length of additional attachments. Identify all attachments with capital letters. Letters of support are not necessary and are rarely included with Board materials. The University may include responses to questions from the Board or the Executive Director as appendices to the original proposal where applicable. Delete this item if not used.

---

⁶ The accreditation requirements of the Higher Learning Commission (HLC) require Board approval for a university to offer programs off-campus and through distance delivery.

⁷ Delivery methods are defined in AAC Guideline 5.5.

⁸ This question responds to HLC definitions for distance delivery.
APPENDIX A

**Individual Student Outcomes and Program Courses**

List specific individual student outcomes—knowledge and competencies—in each row. Label each column with a course prefix and number. Indicate required courses with an asterisk (*). Indicate with an X the courses that will provide the student with an opportunity to acquire the knowledge or competency listed in the row. All students should acquire the program knowledge and competencies regardless of the electives selected. Modify the table as necessary to provide the requested information for the proposed program.

<table>
<thead>
<tr>
<th>Individual Student Outcome</th>
<th>EPSY 735*</th>
<th>SEED 540*</th>
<th>SEED 741*</th>
<th>SEED 550*</th>
<th>INED 511*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Students will demonstrate an understanding of how learners grow and develop and can design and implement developmentally appropriate and challenging learning experiences.</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Students will understand individual differences and diverse cultures to ensure inclusive learning environments.</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Students will demonstrate ability to connect concepts and engage learners in critical thinking, creativity, and problem-solving.</td>
<td></td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Students will plan and assess instruction to support rigorous learning.</td>
<td></td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>
I move to approve DSU’s request to seek accreditation from the Accreditation Board for Engineering and Technology (ABET) for their BS in Computer Science Engineering program.
In addition to the aforementioned direct costs, there are a number of ongoing indirect costs that the institution will incur related to teaching load, minimum qualifications of faculty, research expectations and the necessary operational expenses that the institution will incur. In addressing these indirect costs, DSU does not project additional costs to students in the form of extra lab fees or equipment (software or hardware costs). As a result, an increase to the current discipline/program fees attached to the affected prefixes will not be necessary for DSU to seek and then maintain this accreditation.

If approved by the Board of Regents, DSU will become the fourth institution in the Regental system to obtain ABET accreditation (currently SDSM&T, SDSU & USD are accredited through this organization). Despite this apparent overlap, the desire to seek accreditation for existing programs does align closely with the Board of Regents 2020 Strategic plan, and is consistent with the strategic imperatives outlined for the Beacom College of Computer and Cyber Sciences. These points of strategic importance include having quality faculty, having an innovative undergraduate and graduate curriculum, having substantive connections with agencies and corporations, producing success in extramural funding, and possessing integrated and interdisciplinary research and development. To accomplish these goals, DSU will need peer and accreditation recognition.

Board staff recommends approval.

ATTACHMENTS
Attachment I – Request to Seek Accreditation Form: BS in Computer Sciences (DSU)
Request to Seek Accreditation

Use this form to request permission to seek accreditation of an approved program. Board of Regents (BOR) action is required to seek program accreditation.

UNIVERSITY: DSU
PROGRAM: B.S. Computer Science
CIP CODE: 11.0101
UNIVERSITY DEPARTMENT: The Beacom College of Computer & Cyber Sciences
UNIVERSITY DIVISION: Academic Affairs

University Approval
To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

[Signature]
President of the University

Date: 9/7/2018

1. Level of program seeking accreditation (place an “X” in the appropriate box):
   - [ ] Certificate
   - [ ] Associate
   - [X] Bachelor’s
   - [ ] Doctoral
   - [ ] Master’s

2. Accrediting Agency:
   Accreditation Board for Engineering and Technology: ABET
   415 North Charles St.
   Baltimore, MD 21201

3. What are the advantages of accreditation?
   ABET accredits college and university programs in the disciplines of applied and natural science, computing, engineering and engineering technology at the associate, bachelor and master degree levels. With ABET accreditation, students, employers and the society we serve can be confident that a program meets the quality standards that produce graduates prepared to enter a global workforce. ABET’s voluntary peer-review process is highly respected because it adds critical
value to academic programs in the technical disciplines, where quality, precision and safety are of the utmost importance.

4. **What are the anticipated costs involved in accreditation, including:**

   **Readiness Reviews**

   Fee for each program reviewed $1,000

   **On-Site Reviews**

   Base fee for an on-site review $3,250

   Fee for each program evaluator (PEV) $3,250

   **ADDITIONAL FEES**

   One evaluator reviewing two programs $345

   Extra day, per program evaluator $345

   Visit to off-campus location, per location $345

   Annual Maintenance - This fee covers the upkeep of accreditation data files, review of institutional materials, and the publication and distribution of annual lists of accredited programs.

   Fee for accredited program at each campus $690. ABET Symposium Annual $1100/participant plus travel

   A. Costs involved in undergoing self-study and preparing the application for accreditation: $1,000 + $3,250

   B. Out-of-pocket costs related to dues or site visits: $690

   C. Base budget implications including incremental costs and minimum base resources required (dollars and FTE): Workload for ABET accreditation assumed by the Beacom College (~ 1.0 FTE), total contributions from champion and faculty collaborators.

5. **What is the source of the revenue needed?**

   Operating accounts

6. **What is the estimated date for submission of accreditation application?**

   Sept. 1, 2018 – Request for Readiness Review
   Oct. 1, 2018 – Readiness Review
   Jan. 1, 2018 – Request for Evaluation
   April 11-12, 2018 ABET Symposium
   July 1, 2019 – Self-study report
   2019-2020 – campus visit
I move to accept the updated peer institutions selected by BHSU, DSU and NSU and schedule additional reviews to update the current slate of peers in 2023 for all institutions.
If approved by the Board of Regents, the peer selection process will only be replicated every five years to ensure consistency in reporting of peer data with stakeholders across the state.

Board staff recommends approval.

ATTACHMENTS
Attachment I – Comparison of 2014 and 2018 Peers
Attachment II – Special Data Analysis SDBOR Peer List Update Project
Some measures of institutional performance can be difficult to interpret without proper context. For example, knowing that “University X spends $8,000 annually on instruction per FTE student” means little in the absence of analogous information from other similar institutions. While SDBOR analyses often rely on inter-system comparisons, there are instances – due to differences in institutional size, type, mission, etc. – when these comparisons are not optimal. The following report summarizes the analytic process used to identify appropriate peer sets for each regental university.

Purpose

Most regental universities maintain their own lists of institutional peers for use in various internal analyses. Yet these peer groups sometimes are not suitable for use at the system level, given the variety of purposes and methods by which these lists were created. Some institutions, for example, have established multiple peer groups (with separate lists for “current peers” and “aspirational peers”), while others have combined all peer types within a single list. In some cases, peers have been selected manually by expert judgment, and in other cases peer lists have emerged from rigorous statistical investigation. Because of this diversity of approaches, the SDBOR central office typically has relied on its own independent peer lists to ensure some degree of uniformity in the processes used to select these groups.

Since the existing regental peer lists were established in 2014, the current project aimed to update these lists based on current data.¹ Moving forward, it is expected that these peer lists will continue be updated every five years.

The current peer selection process was undertaken with several assumptions in mind:

- System-level peer groups should be established using a systematic methodology to help ensure that each institution is compared to a similarly-constituted group.
- System-level peer groups should reflect institutional priorities, and institutions should have an active voice in selecting their peers.
- System-level peer groups should be oriented toward present conditions, not future conditions.
- System-level peer groups serve a limited analytic role, and should not be seen to replace the peer groups campuses have developed on their own.

¹ All regental campuses were given the option to participate in the current peer update project. BHSU, DSU, and NSU opted to participate, while SDSMT, SDSU, and USD opted to keep their existing (2014) peer sets.
Peer Selection Process Overview

In keeping with the approach used in the original 2014 peer selection project, the current peer update project identified new campus peers through a hybrid approach combining:

**Phase 1: An initial screening conducted by the system office:** By filtering and cluster analyzing IPEDS data, a full list of each institution’s universe of potential peers would be culled to a short list of roughly 15-25 plausible peers.

**Phase 2: Final selection based on campus-level review:** Each university would examine its short list of plausible peers and designate 5-10 of these institutions as final peers.

Further information about each of these steps is provided on the following pages.

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**Sidebar: Cluster Analysis**

As mentioned above, this project involved the use of a technique known as **cluster analysis**. Generally speaking, cluster analysis is a broad term for a family of procedures that are designed to reveal patterns within complex data. The main goal of cluster analysis is to identify homogenous groups based on multivariate measurements. In other words, cluster analysis is used to identify similar cases (in this instance, colleges and universities) based on those cases’ measured characteristics.

Specifically, this analysis incorporated **hierarchical agglomerative cluster analysis** as its primary methodology. Hierarchical methods of cluster analysis are distinguished from other forms of cluster analysis by their focus on discovering taxonomic relationships between cases. As in biological classification, hierarchical cluster analysis attempts to group observations into descending ranks of resemblance. Consequently, this technique assisted in the process of narrowing down large populations of US colleges and universities into institutional groupings that increasingly resembled SDBOR institutions.
Process Details

**Phase 1: Initial Screening**

For each regental university, the screening process proceeded in three stages. The first stage was identical for all universities; stages two and three were customized for each campus.²

<table>
<thead>
<tr>
<th>Screening Stage</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Gathering IPEDS data on the full universe of relevant postsecondary institutions</td>
<td>Institution-level IPEDS data were collected on all public, four-year, degree-granting, non-tribal institutions in the United States. Data were gathered for a wide range of indicators, including institutional descriptors, student characteristics, enrollments, degrees conferred, tuition and fees, and financial data. All analyses were conducted using three-year-averaged data (from the three most recent years).</td>
</tr>
<tr>
<td>(2) Filtering the above universe to a population of possible peers</td>
<td>For each SDBOR campus, the above universe of all US public, four-year, degree-granting, non-tribal institutions was filtered to a population of possible peers. Filtering was based on rough parameters that reflected the considerations recommended by campus staff. By institution, these criteria included:</td>
</tr>
<tr>
<td></td>
<td><img src="#" alt="Table" /></td>
</tr>
<tr>
<td>Enrollment</td>
<td><img src="#" alt="Table" /></td>
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<tr>
<td>Carnegie classification</td>
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<tr>
<td>Academic emphasis (computers)</td>
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</tr>
<tr>
<td>Academic emphasis (STEM)</td>
<td><img src="#" alt="Table" /></td>
</tr>
<tr>
<td>Geography (western states)</td>
<td><img src="#" alt="Table" /></td>
</tr>
<tr>
<td>Following this procedure, each institution’s list of possible peers contained roughly 75-150 institutions.</td>
<td></td>
</tr>
<tr>
<td>(3) Clustering the above population to a short list of plausible peers</td>
<td>In the final stage, lists of possible peers were cluster analyzed to identify groups of institutions that most closely resembled each SDBOR campus. Cluster analytic models were developed in collaboration with campuses in iterative fashion, meaning that campuses were given several opportunities to select the criteria that would be used in the peer search. Reflecting campus suggestions, final clustering models considered the following areas:</td>
</tr>
</tbody>
</table>

² As noted above, only BHSU, DSU, and NSU elected to participate in the current project. All information depicted in this report for SDSMT, SDSU, and USD is carried over from the 2014 selection summary report.
Following this procedure, each institution’s list of plausible peers contained roughly 15-25 institutions.

### Phase 2: Final Selection

In the second phase of the project, short lists of plausible peers were provided to AAC members at each campus. Each university was asked to select – from its list of plausible peers – a subset of 5-10 institutions that would serve as the institution’s final peer set; each institution could select any number of peers within this range. Each institution was free to finalize its peer list by any method(s) it wished to use. Options included but were not limited to:

- Hand-selecting institutions based on qualitative impressions of similarity
- Cross-referencing with internal peer lists to identify overlapping peers
- Choosing peers based on additional data analysis

Data used in the screening phase of the project were available to the universities on request in the event that campus staff wished to make use of them in the selection phase. Final peer lists were submitted by AAC members to the central office in April-May of 2018. These lists are shown in Appendix A.
### Final Peer Lists

#### BHSU
- Colorado State University-Pueblo, CO
- East Central University, OK
- Fort Lewis College, CO
- Louisiana State University-Shreveport, LA
- Shawnee State University, OH
- University of Wisconsin-Parkside, WI
- Western State Colorado University, CO

#### SDSMT
- Michigan Technological University, MI
- Missouri University of Science and Technology, MO
- Montana Tech of the University of Montana, MT

#### DSU
- Arizona State University-Polytechnic, AZ
- University of Alabama in Huntsville, AL
- University of Illinois at Springfield, IL
- University of Maryland-Baltimore County, MD
- University of Michigan-Dearborn, MI
- West Virginia University Institute of Technology, WV

#### SDSU
- Montana State University (Bozeman), MT
- North Dakota State University, ND
- Oklahoma State University, OK
- University of Idaho, ID
- University of Nebraska – Lincoln, NE
- University of Nevada – Reno, NV
- University of North Dakota, ND
- Utah State University, UT

#### NSU
- Bemidji State University, MN
- Black Hills State University, SD
- Dakota State University, SD
- Minnesota State University Moorhead, MN
- Minot State University, ND
- Northwestern Oklahoma State University, OK
- Oregon Institute of Technology, OR
- Southern Oregon University, OR
- The University of Texas at the Permian Basin, TX
- Western State Colorado University, CO

#### USD
- Southern Illinois University at Carbondale, IL
- University of Idaho, ID
- University of Mississippi, MS
- University of Missouri – Kansas City, MO
- University of Montana, MT
- University of North Dakota, ND
- University of Rhode Island, RI
- University of Vermont, VT
<table>
<thead>
<tr>
<th>2014 Peers</th>
<th>Carnegie Classification</th>
<th>2018 Peers</th>
<th>Carnegie Classification</th>
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<td><strong>BHSU</strong></td>
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<td><strong>BHSU</strong></td>
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<tr>
<td>Louisiana State University – Shreveport, LA*</td>
<td>Master's, Smaller Programs</td>
<td>Louisiana State University-Shreveport, LA</td>
<td>Master's, Smaller Programs</td>
</tr>
<tr>
<td>Adams State University, CO</td>
<td>Master's, Larger Programs</td>
<td>Colorado State University-Pueblo, CO</td>
<td>Master's, Larger Programs</td>
</tr>
<tr>
<td>Bemidji State University, MN</td>
<td>Master's, Smaller Programs</td>
<td>East Central University, OK</td>
<td>Master's, Smaller Programs</td>
</tr>
<tr>
<td>Eastern Oregon University, OR</td>
<td>Master's, Smaller Programs</td>
<td>Fort Lewis College, CO</td>
<td>Master's, Smaller Programs</td>
</tr>
<tr>
<td>Minot State University, ND*</td>
<td>Master's, Medium Programs</td>
<td>Shawnee State University, OH</td>
<td>Baccalaureate, A&amp;S Focus</td>
</tr>
<tr>
<td>Montana State University – Billings, MT</td>
<td>Master's, Medium Programs</td>
<td>University of Wisconsin-Parkside, WI</td>
<td>Baccalaureate, Diverse Fields</td>
</tr>
<tr>
<td>Southwestern Oklahoma State University, OK</td>
<td>Master's, Larger Programs</td>
<td>Western State Colorado University, CO</td>
<td>Baccalaureate, A&amp;S Focus</td>
</tr>
<tr>
<td>Eastern New Mexico University, NM</td>
<td>Master's, Smaller Programs</td>
<td>Fairmont State University, WV</td>
<td>Master's, Smaller Programs</td>
</tr>
<tr>
<td>Fairmont State University, WV</td>
<td>Master's, Medium Programs</td>
<td>Indiana University – Kokomo, IN</td>
<td>Master's, Smaller Programs</td>
</tr>
<tr>
<td>Georgia Southwestern State University, GA</td>
<td>Master's, Medium Programs</td>
<td>Keene State College, NH</td>
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<td>Southwest Minnesota State University, MN</td>
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<tr>
<td>Delta State University, MS</td>
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<td>East Central University, OK</td>
<td>Master's, Medium Programs</td>
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<td></td>
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<tr>
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</tr>
<tr>
<td>Mansfield University of Pennsylvania, PA</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Mississippi University for Women, MS</td>
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<tr>
<td>Northwestern Oklahoma State University, OK</td>
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<tr>
<td>Bemidji State University, MN*</td>
<td>Master's, Large Programs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Citadel Military College of South Carolina, SC*</td>
<td>Master's, Smaller Programs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shepherd University, WV*</td>
<td>Master's, Medium Programs</td>
<td></td>
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</tr>
<tr>
<td>Southern Oregon University, OR*</td>
<td>Master's, Medium Programs</td>
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<tr>
<td>University of Montevallo, AL*</td>
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<tr>
<td>University of South Florida-St. Petersburg, FL*</td>
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<td><strong>DSU</strong></td>
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</tr>
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<tr>
<td>University of Houston — Victoria, TX*</td>
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</tbody>
</table>

**NSU**

<table>
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<th>Type</th>
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</tr>
</thead>
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<td>Purdue University — North Central Campus, IN*</td>
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<td></td>
</tr>
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<td>University of South Carolina — Aiken, SC*</td>
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</tbody>
</table>

**NSU**

<table>
<thead>
<tr>
<th>Institution</th>
<th>Type</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bemidji State University, MN</td>
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<td>Black Hills State University, SD</td>
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<tr>
<td>Dakota State University, SD</td>
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<td>Minnesota State University Moorhead, MN</td>
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<td>Minot State University, ND</td>
<td>Master’s, Medium Programs</td>
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<td>Northwestern Oklahoma State University, OK</td>
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<tr>
<td>Valley City State University, ND</td>
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</tr>
</tbody>
</table>

Institutions that are stricken through were given as options, but not selected by the institutions as peer institutions.

*Denotes institutions who were on the “distant peers” list in 2014. In 2018, institutions were only given a list of “close peers” to choose from.
SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 5 – K (1)
DATE: December 4-6, 2018

*******************************************************************************

SUBJECT
Enrollment Trends in the University System – Fall 2018

CONTROLLING STATUTE, RULE, OR POLICY
None

BACKGROUND / DISCUSSION
A more comprehensive analysis that further aggregate Fall Enrollment data for the Regental system has been provided to the Board of Regents during the past three years (December 2015, December 2016, and October 2017 BOR meetings). The updated report provides the most recent data for the Fall 2018 enrollments in the Regental system comparing data for both on- and off-campus courses. In addition to this comprehensive system report, individual campus reports are also prepared and shared with campus leadership. Each of these individual reports can be found at the links reference below for the Fall 2018 term.

- Black Hills State University
- Dakota State University
- Northern State University
- South Dakota School of Mines & Technology
- South Dakota State University
- University of South Dakota

IMPACT AND RECOMMENDATIONS
This report offers an in-depth analysis of university system fall enrollment data from 2008 to 2018. While annual fall enrollment reports already provide summary-level information about student enrollment in the Regental system, this report draws special attention to several key trends observed in system enrollment data in recent years. Findings suggest that enrollment transitions that currently are underway in the university system already have begun to reshape the basic composition of the Regental student body, and consequently may have a significant impact on university programming and resource allocation.

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INFORMATIONAL ITEM
Both headcount and FTEs showed slight decreases this year. The headcount for the system fell by 925 students from a year ago, and FTEs decreased by 541 over the same period. Both headcount and FTEs have declined by 1.9 percent since Fall 2010. Based on the data available in the report, a number of considerations for the Board of Regents to consider related to future policy decisions include:

- Only two institutions over the past five years have experienced enrollment growth at their on-campus locations. Despite the decrease in enrollment this past year, only USD saw a decline in off-campus headcount. As a result, the growth in this area of delivery is expected to continue and the Board of Regents should be cautious in policy decisions that require long-term investment at the main campus locations driven by sustainable on-campus enrollments.

- Five campuses experienced a decline in resident enrollments. This came at a time when the system also experienced a dramatic increase in resident enrollments in high school students taking dual credit courses. Non-resident enrollments have increased at all institutions except NSU, and tuition proposals to eliminate tuition differentials for resident and non-resident students should be approached with caution. The increase in non-resident enrollments will need to be significant to result in a revenue neutral model for the system and individual institutions.

- Since 2014 there have been an additional 2,501 high school students infused into the current Regental headcount. When matched against the 925 student declines this year, a total of 3,426 enrollments would have been lost without the advent of this program. As a percentage, this would result in a 9.5% decline in students served by the Regental system over the past five years. The infusion of low priced tuition comes at a cost to the institution, and must be made up through other tuition and fee increases to traditional students being served.

ATTACHMENTS
Attachment I – Special Data Analysis: Enrollment Trends in the University System
System-wide fall enrollment totals have remained relatively stable over the last five years. This overall stability, however, has masked significant changes in the type and location of students that make up those totals. This report provides an in-depth look at those enrollments, showing how the system has undergone a series of crucial transitions. These transitions have significant implications from program delivery to system finance.

**Analysis**

**Overall Enrollment**

Headcount enrollment and full-time equivalent (FTE) enrollment are the university system’s two primary measures of student enrollment.\(^1\) Table 1 displays the university system’s official headcount and FTE figures, as reported in SDBOR Fact Book publications, as well as unduplicated headcount. In general, all three enrollment measures appear to reflect considerable stability since 2010.\(^2\)

<table>
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<th>Year</th>
<th>Headcount</th>
<th>Unduplicated</th>
<th>FTEs</th>
</tr>
</thead>
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<td>30,071</td>
<td>24,926</td>
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<td>33,779</td>
<td>30,449</td>
<td>25,468</td>
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<td>Fall 2010</td>
<td>36,440</td>
<td>32,717</td>
<td>26,625</td>
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<tr>
<td>Fall 2011</td>
<td>36,103</td>
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<tr>
<td>Fall 2012</td>
<td>36,430</td>
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<td>26,468</td>
</tr>
<tr>
<td>Fall 2013</td>
<td>36,365</td>
<td>32,892</td>
<td>26,782</td>
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<tr>
<td>Fall 2014</td>
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<td>33,531</td>
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<td>26,634</td>
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<tr>
<td>Fall 2018</td>
<td>35,737</td>
<td>32,890</td>
<td>26,093</td>
</tr>
</tbody>
</table>

\(\Delta\) Since 2010 (Percent): -1.9  
\(\Delta\) Since 2010 (Number): -703

All three enrollment measures displayed in Table 1 and Figure 1 show a similar pattern of moderate escalation during the economic recession, followed by a prolonged plateau from 2010 to 2017, with a slight drop in 2018.\(^3\) But while it appears from these figures that system enrollments have been

---

1. All data for this analysis are sourced from census date enrollment extracts provided by Regents Information Systems.
2. The year 2010 is used for comparison due to its position at the beginning of the university system’s recessionary enrollment surge.
3. For the sake of readability, this report will focus mainly on headcount enrollment as a measure of student enrollment. Comparable full-time equivalent enrollment tables are presented in Appendix A.
relatively stable since 2010, this apparent stability owes not to an actual pattern of “holding steady,” but to the counterbalanced, contrary trending of several large student subgroups.

Figure 1
University System Enrollment

Enrollment by University

When system-wide totals are disaggregated by institution, significant differences in enrollment trends are evident. As shown in Table 2, enrollment patterns have indeed varied considerably by university in recent years. While DSU, NSU, and SDSMT have experienced net gains since 2010, BSHU, SDSU, and USD – the system’s three largest institutions – have lost enrollments over the same period. On the whole, however, system-level enrollments have only declined slightly as a result of these offsetting institutional differences.

Table 2
University Headcount

<table>
<thead>
<tr>
<th>Fall 2010</th>
<th>BHSU</th>
<th>DSU</th>
<th>NSU</th>
<th>SDSMT</th>
<th>SDSU</th>
<th>USD</th>
<th>System</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fall 2011</td>
<td>4,722</td>
<td>3,101</td>
<td>3,296</td>
<td>2,354</td>
<td>12,816</td>
<td>10,151</td>
<td>36,440</td>
</tr>
<tr>
<td>Fall 2012</td>
<td>4,415</td>
<td>3,102</td>
<td>3,580</td>
<td>2,311</td>
<td>12,725</td>
<td>9,970</td>
<td>36,103</td>
</tr>
<tr>
<td>Fall 2013</td>
<td>4,407</td>
<td>3,110</td>
<td>3,622</td>
<td>2,424</td>
<td>12,583</td>
<td>10,284</td>
<td>36,430</td>
</tr>
<tr>
<td>Fall 2014</td>
<td>4,464</td>
<td>3,129</td>
<td>3,343</td>
<td>2,640</td>
<td>12,554</td>
<td>10,235</td>
<td>36,365</td>
</tr>
<tr>
<td>Fall 2015</td>
<td>4,489</td>
<td>3,047</td>
<td>3,580</td>
<td>2,798</td>
<td>12,557</td>
<td>10,061</td>
<td>36,532</td>
</tr>
<tr>
<td>Fall 2016</td>
<td>4,395</td>
<td>3,145</td>
<td>3,496</td>
<td>2,843</td>
<td>12,589</td>
<td>9,971</td>
<td>36,439</td>
</tr>
<tr>
<td>Fall 2017</td>
<td>4,244</td>
<td>3,190</td>
<td>3,587</td>
<td>2,859</td>
<td>12,613</td>
<td>10,038</td>
<td>36,531</td>
</tr>
<tr>
<td>Fall 2018</td>
<td>4,178</td>
<td>3,307</td>
<td>3,611</td>
<td>2,778</td>
<td>12,527</td>
<td>10,261</td>
<td>36,662</td>
</tr>
</tbody>
</table>

Δ Since 2010 (Percent)  
-14.5  +9.1  +6.0  +12.7  -5.5  -0.8  -1.9

Δ Since 2010 (Number)  
-687  +281  +197  +300  -709  -85  -703

4389
These data illustrate one way in which system-level totals have appeared to remain stable despite considerable institutional fluctuation. The sections below will address several other forms of offsetting enrollments in the university system, some of which may rightly prompt deeper reflection about university system’s broader enrollment trajectory.

**Enrollment by Location**

Another dimension of enrollment change shows the way students now avail themselves of university system offerings. Tables 3a and 3b display the same headcount figures shown in Table 2, but after disaggregation by enrollment type. In this approach, headcount enrollments are split into two separate categories: (1) on-campus at a given university, and (2) off-campus at a given university.\(^4\) The “on-campus” category includes all students taking at least one face-to-face course at a given main campus; the “off-campus” category includes all other enrolled students. With respect to growth since 2010, differences between these two categories are immediately evident.

---

\(^4\) These categories are mutually exclusive and cumulative; added together, they sum to the same headcount figures presented in SDBOR Fact Book publications. Students are assigned to levels in ascending hierarchical fashion, meaning that a student taking courses both on-campus and off-campus will be counted as an on-campus student.
These figures underscore a growing gap between on-campus and off-campus enrollments in the university system, particularly at certain universities. Since 2010, the university system has sustained over a 7 percent percent loss in on-campus headcount while at the same time experiencing an offsetting 10.1 percent gain in off-campus headcount. Overall, these data indicate a slow but steady decline in on-campus students in the public university system. At BHSU and NSU in particular, on-campus headcount enrollments have fallen more than 25 percent since 2010. In Fall 2018, three universities enroll more off-campus students than on-campus students.

Figure 3 provides a visual representation of the numeric changes presented above. It is clear from these data that – despite maintaining roughly unchanged totals – system-level enrollment totals have shifted appreciably toward off-campus offerings. Compounded over time, these changes will profoundly transform the operational demands of the public universities.
Enrollment by Residency

Stemming in part from state budgetary constraints, a declining pool of high school graduates, new institutional and non-institutional competitors, and an improving economy, postsecondary institutions of all kinds currently face unprecedented pressure to explore and cultivate new student markets. These enrollment pressures have – in South Dakota and elsewhere – resulted in a new emphasis on recruiting students from other states. Consequently, university system enrollment counts have begun to reflect the ever-increasing presence of out-of-state students enrolling the state’s public universities.

In 2010, there were roughly 25,800 South Dakota residents and 10,600 non-residents enrolled in the university system (see Tables 4a and 4b). By 2018, the resident figure had fallen by 12 percent to roughly 22,600 while the non-resident figure had risen by 23.7 percent to over 13,100. In total, it appears that the university system has shed more than 3,224 South Dakota residents since 2010, a loss
of 12.5 percent. This shift has been especially prominent at particular universities. Figure 4 (next page) shows these data graphically, and reinforces the pronounced expansion of out-of-state students in the university system.

**Table 4a**

<table>
<thead>
<tr>
<th></th>
<th>BHSU</th>
<th>DSU</th>
<th>NSU</th>
<th>SDSMT</th>
<th>SDSU</th>
<th>USD</th>
<th>System</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fall 2010</td>
<td>3,742</td>
<td>2,429</td>
<td>2,425</td>
<td>1,374</td>
<td>8,537</td>
<td>7,333</td>
<td>25,840</td>
</tr>
<tr>
<td>Fall 2011</td>
<td>3,455</td>
<td>2,361</td>
<td>2,500</td>
<td>1,301</td>
<td>8,297</td>
<td>6,823</td>
<td>24,737</td>
</tr>
<tr>
<td>Fall 2012</td>
<td>3,405</td>
<td>2,317</td>
<td>2,706</td>
<td>1,282</td>
<td>7,923</td>
<td>6,884</td>
<td>24,517</td>
</tr>
<tr>
<td>Fall 2013</td>
<td>3,434</td>
<td>2,277</td>
<td>2,510</td>
<td>1,325</td>
<td>7,613</td>
<td>6,701</td>
<td>23,860</td>
</tr>
<tr>
<td>Fall 2014</td>
<td>3,404</td>
<td>2,128</td>
<td>2,786</td>
<td>1,384</td>
<td>7,449</td>
<td>6,609</td>
<td>23,760</td>
</tr>
<tr>
<td>Fall 2015</td>
<td>3,317</td>
<td>2,121</td>
<td>2,664</td>
<td>1,378</td>
<td>7,404</td>
<td>6,447</td>
<td>23,331</td>
</tr>
<tr>
<td>Fall 2016</td>
<td>3,190</td>
<td>2,107</td>
<td>2,767</td>
<td>1,353</td>
<td>7,141</td>
<td>6,562</td>
<td>23,120</td>
</tr>
<tr>
<td>Fall 2017</td>
<td>3,138</td>
<td>2,102</td>
<td>2,834</td>
<td>1,300</td>
<td>7,083</td>
<td>6,795</td>
<td>23,252</td>
</tr>
<tr>
<td>Fall 2018</td>
<td>3,003</td>
<td>2,187</td>
<td>2,756</td>
<td>1,250</td>
<td>6,758</td>
<td>6,662</td>
<td>22,616</td>
</tr>
<tr>
<td>Δ Since 2010 (Percent)</td>
<td>-19.7</td>
<td>-9.9</td>
<td>+13.6</td>
<td>-9.0</td>
<td>-20.8</td>
<td>-9.2</td>
<td>-12.5</td>
</tr>
<tr>
<td>Δ Since 2010 (Number)</td>
<td>-739</td>
<td>-242</td>
<td>+331</td>
<td>-124</td>
<td>-1,779</td>
<td>-671</td>
<td>-3,224</td>
</tr>
</tbody>
</table>

**Table 4b**

<table>
<thead>
<tr>
<th></th>
<th>BHSU</th>
<th>DSU</th>
<th>NSU</th>
<th>SDSMT</th>
<th>SDSU</th>
<th>USD</th>
<th>System</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fall 2010</td>
<td>980</td>
<td>672</td>
<td>871</td>
<td>980</td>
<td>4,279</td>
<td>2,818</td>
<td>10,600</td>
</tr>
<tr>
<td>Fall 2011</td>
<td>960</td>
<td>741</td>
<td>1,080</td>
<td>1,010</td>
<td>4,428</td>
<td>3,147</td>
<td>11,366</td>
</tr>
<tr>
<td>Fall 2012</td>
<td>1,002</td>
<td>793</td>
<td>916</td>
<td>1,142</td>
<td>4,660</td>
<td>3,400</td>
<td>11,913</td>
</tr>
<tr>
<td>Fall 2013</td>
<td>1,030</td>
<td>852</td>
<td>833</td>
<td>1,315</td>
<td>4,941</td>
<td>3,534</td>
<td>12,505</td>
</tr>
<tr>
<td>Fall 2014</td>
<td>1,085</td>
<td>919</td>
<td>794</td>
<td>1,414</td>
<td>5,108</td>
<td>3,452</td>
<td>12,772</td>
</tr>
<tr>
<td>Fall 2015</td>
<td>1,078</td>
<td>1,024</td>
<td>832</td>
<td>1,465</td>
<td>5,185</td>
<td>3,524</td>
<td>13,108</td>
</tr>
<tr>
<td>Fall 2016</td>
<td>1,054</td>
<td>1,083</td>
<td>820</td>
<td>1,506</td>
<td>5,472</td>
<td>3,476</td>
<td>13,411</td>
</tr>
<tr>
<td>Fall 2017</td>
<td>1,040</td>
<td>1,205</td>
<td>777</td>
<td>1,478</td>
<td>5,444</td>
<td>3,466</td>
<td>13,410</td>
</tr>
<tr>
<td>Fall 2018</td>
<td>1,032</td>
<td>1,195</td>
<td>737</td>
<td>1,404</td>
<td>5,349</td>
<td>3,404</td>
<td>13,121</td>
</tr>
<tr>
<td>Δ Since 2010 (Percent)</td>
<td>+5.3</td>
<td>+77.8</td>
<td>-15.4</td>
<td>+43.3</td>
<td>+25.0</td>
<td>+20.8</td>
<td>+23.7</td>
</tr>
<tr>
<td>Δ Since 2010 (Number)</td>
<td>+52</td>
<td>+523</td>
<td>-134</td>
<td>+424</td>
<td>+1,070</td>
<td>+586</td>
<td>+2,521</td>
</tr>
</tbody>
</table>
Table 5 shows a comparative summary of these two factors (location and residency) for 2010 and 2018. This cross-tabulation indicates that virtually all of the South Dakota residents lost since 2010 have been students taking at least one on-campus course. Despite this cavernous segmentation of the student population, system totals have only decreased slightly during that time.

<table>
<thead>
<tr>
<th>University System Headcount by Location and Residency, 2010-2018</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td><strong>2010</strong></td>
</tr>
<tr>
<td>Residents, On-Campus</td>
</tr>
<tr>
<td>Residents, Off-Campus</td>
</tr>
<tr>
<td>Non-Residents, On-Campus</td>
</tr>
<tr>
<td>Non-Residents, Off-Campus</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

Table 5 show...
Enrollments by High School Students

A final transition occurring in university enrollments relates to high school students. Whether through concurrent enrollment, dual credit enrollment, or by other means, high school students in South Dakota may enroll in credit-bearing university courses at any Regental university. Fueled mainly by new legislative funding for dual credit offerings beginning in 2014, the university system has experienced a meteoric rise in enrollments by high school students.

Figure 5 illustrates university system enrollments by high school students over the course of the last decade. Since 2010 alone, high school enrollments in the university system have grown by over 1,000 percent, a net gain of over 2,900 students. Even since the start of the high school dual credit program in 2014, high school enrollments have grown by nearly 1,600 students, an increase of 95 percent.

This rise in high school student enrollments has sustained university system headcounts that otherwise would have fallen significantly since 2010. Table 6 displays headcount trends for high school students, non-high school students, and all students. While high school enrollments rose by 1,007 percent over this period, all other enrollments fell by 10 percent. Again, in spite of this crucial shift, overall enrollment counts show only a slight downward trend.
Table 6
University System Headcount, High School Students

<table>
<thead>
<tr>
<th></th>
<th>High School Students</th>
<th>All Other Students</th>
<th>Total Students</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fall 2010</td>
<td>291</td>
<td>36,149</td>
<td>36,440</td>
</tr>
<tr>
<td>Fall 2011</td>
<td>515</td>
<td>35,588</td>
<td>36,103</td>
</tr>
<tr>
<td>Fall 2012</td>
<td>798</td>
<td>35,632</td>
<td>36,430</td>
</tr>
<tr>
<td>Fall 2013</td>
<td>721</td>
<td>35,644</td>
<td>36,365</td>
</tr>
<tr>
<td>Fall 2014</td>
<td>1,653</td>
<td>34,879</td>
<td>36,532</td>
</tr>
<tr>
<td>Fall 2015</td>
<td>2,204</td>
<td>34,235</td>
<td>36,439</td>
</tr>
<tr>
<td>Fall 2016</td>
<td>2,482</td>
<td>34,049</td>
<td>36,531</td>
</tr>
<tr>
<td>Fall 2017</td>
<td>3,035</td>
<td>33,627</td>
<td>36,662</td>
</tr>
<tr>
<td>Fall 2018</td>
<td>3,222</td>
<td>32,515</td>
<td>35,737</td>
</tr>
</tbody>
</table>

\[ \Delta \text{Since 2010 (Percent)} \quad +1,007.2 \quad -10.1 \quad -1.9 \]
\[ \Delta \text{Since 2010 (Number)} \quad +2,931 \quad -3,634 \quad -703 \]

One final graphic shows the combined effect of this rise in high school enrollments and the aforementioned decline in South Dakota resident enrollments. More specifically, Figure 6 displays historical trends for resident enrollments after excluding high school students. These data indicate that – sans high school students – university system resident headcounts have fallen by over 6,100 students since 2010 alone, a drop of 24.1 percent, or over 750 students per year. These trends imply a dramatic reconstitution of the Regental student body, and have clear implications for the university system’s capacity to affect macro-level change in the South Dakota labor force.

![Figure 6](image-url)

Figure 6
University System Headcount, Residents

- Residents, excluding HS Students
- Residents, including HS Students
Appendix A
Supplementary FTE Tables

The above report focuses on headcount enrollment – which measures enrollment coverage – as its primary measure of interest. However, full-time equivalent enrollment – which measures enrollment intensity – is another important indicator of student participation in the university system. Accordingly, each table presented in the main report (except Table 1) is reproduced below with full-time equivalent enrollment data.

Table A1
University System Enrollment
(Not shown; same as main report)

Table A2
University FTE

<table>
<thead>
<tr>
<th></th>
<th>BHSU</th>
<th>DSU</th>
<th>NSU</th>
<th>SDSMT</th>
<th>SDSU</th>
<th>USD</th>
<th>System</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fall 2010</td>
<td>3,241</td>
<td>1,708</td>
<td>2,097</td>
<td>1,997</td>
<td>10,512</td>
<td>7,069</td>
<td>26,625</td>
</tr>
<tr>
<td>Fall 2011</td>
<td>3,135</td>
<td>1,746</td>
<td>2,202</td>
<td>1,982</td>
<td>10,421</td>
<td>7,234</td>
<td>26,719</td>
</tr>
<tr>
<td>Fall 2012</td>
<td>3,036</td>
<td>1,728</td>
<td>2,157</td>
<td>2,070</td>
<td>10,153</td>
<td>7,325</td>
<td>26,468</td>
</tr>
<tr>
<td>Fall 2013</td>
<td>3,062</td>
<td>1,741</td>
<td>2,128</td>
<td>2,235</td>
<td>10,220</td>
<td>7,396</td>
<td>26,782</td>
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<tr>
<td>Fall 2014</td>
<td>2,920</td>
<td>1,740</td>
<td>2,144</td>
<td>2,391</td>
<td>10,180</td>
<td>7,362</td>
<td>26,736</td>
</tr>
<tr>
<td>Fall 2015</td>
<td>2,882</td>
<td>1,859</td>
<td>1,995</td>
<td>2,405</td>
<td>10,141</td>
<td>7,401</td>
<td>26,684</td>
</tr>
<tr>
<td>Fall 2016</td>
<td>2,825</td>
<td>1,897</td>
<td>1,953</td>
<td>2,394</td>
<td>10,130</td>
<td>7,400</td>
<td>26,599</td>
</tr>
<tr>
<td>Fall 2017</td>
<td>2,806</td>
<td>1,989</td>
<td>1,930</td>
<td>2,327</td>
<td>10,108</td>
<td>7,473</td>
<td>26,634</td>
</tr>
<tr>
<td>Fall 2018</td>
<td>2,646</td>
<td>2,037</td>
<td>1,913</td>
<td>2,197</td>
<td>9,802</td>
<td>7,496</td>
<td>26,093</td>
</tr>
<tr>
<td>Δ Since 2010 (Percent)</td>
<td>-18.4</td>
<td>+19.5</td>
<td>-8.8</td>
<td>+10.0</td>
<td>-6.8</td>
<td>+6.0</td>
<td>-2.0</td>
</tr>
<tr>
<td>Δ Since 2010 (Number)</td>
<td>-595</td>
<td>+329</td>
<td>-184</td>
<td>+200</td>
<td>-710</td>
<td>+427</td>
<td>-532</td>
</tr>
</tbody>
</table>
### Table A3a
University FTE, On-Campus

<table>
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<th>NSU</th>
<th>SDSMT</th>
<th>SDSU</th>
<th>USD</th>
<th>System</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fall 2010</td>
<td>2,265</td>
<td>1,098</td>
<td>1,740</td>
<td>1,971</td>
<td>8,957</td>
<td>5,360</td>
<td>21,391</td>
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<tr>
<td>Fall 2011</td>
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<td>1,072</td>
<td>1,769</td>
<td>1,956</td>
<td>8,652</td>
<td>5,348</td>
<td>20,912</td>
</tr>
<tr>
<td>Fall 2012</td>
<td>1,949</td>
<td>1,048</td>
<td>1,625</td>
<td>2,028</td>
<td>8,254</td>
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<td>1,034</td>
<td>1,607</td>
<td>2,189</td>
<td>8,281</td>
<td>5,296</td>
<td>20,311</td>
</tr>
<tr>
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<td>1,010</td>
<td>1,473</td>
<td>2,335</td>
<td>8,310</td>
<td>5,283</td>
<td>20,144</td>
</tr>
<tr>
<td>Fall 2015</td>
<td>1,683</td>
<td>1,046</td>
<td>1,374</td>
<td>2,340</td>
<td>8,125</td>
<td>5,328</td>
<td>19,897</td>
</tr>
<tr>
<td>Fall 2016</td>
<td>1,630</td>
<td>1,053</td>
<td>1,287</td>
<td>2,317</td>
<td>8,051</td>
<td>5,153</td>
<td>19,349</td>
</tr>
<tr>
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<td>1,089</td>
<td>1,231</td>
<td>2,248</td>
<td>8,015</td>
<td>5,290</td>
<td>19,006</td>
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<tr>
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<td>1,067</td>
<td>1,221</td>
<td>2,131</td>
<td>7,756</td>
<td>5,179</td>
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Δ Since 2010 (Percent)  
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Δ Since 2010 (Number)  
-771 +31 -519 +160 -1,201 -181 -2,543

### Table A3b
University FTE, Off-Campus

<table>
<thead>
<tr>
<th></th>
<th>BHSU</th>
<th>DSU</th>
<th>NSU</th>
<th>SDSMT</th>
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<tr>
<td>Fall 2010</td>
<td>976</td>
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<tr>
<td>Fall 2011</td>
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<td>674</td>
<td>415</td>
<td>26</td>
<td>1,768</td>
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<td>Fall 2012</td>
<td>1,088</td>
<td>680</td>
<td>524</td>
<td>43</td>
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<td>Fall 2013</td>
<td>1,158</td>
<td>706</td>
<td>520</td>
<td>46</td>
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<td>Fall 2014</td>
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<td>730</td>
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<td>56</td>
<td>1,869</td>
<td>2,079</td>
<td>6,590</td>
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<tr>
<td>Fall 2015</td>
<td>1,199</td>
<td>812</td>
<td>621</td>
<td>65</td>
<td>2,016</td>
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<tr>
<td>Fall 2016</td>
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Δ Since 2010 (Number)  
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### Table A4a

**University FTE, Residents**

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<th>BHSU</th>
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<th>NSU</th>
<th>SDSMT</th>
<th>SDSU</th>
<th>USD</th>
<th>System</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fall 2010</td>
<td>2,477</td>
<td>1,295</td>
<td>1,425</td>
<td>1,104</td>
<td>6,809</td>
<td>4,870</td>
<td>17,980</td>
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<tr>
<td>Fall 2011</td>
<td>2,399</td>
<td>1,278</td>
<td>1,487</td>
<td>1,062</td>
<td>6,624</td>
<td>4,788</td>
<td>17,639</td>
</tr>
<tr>
<td>Fall 2012</td>
<td>2,266</td>
<td>1,227</td>
<td>1,470</td>
<td>1,045</td>
<td>6,155</td>
<td>4,716</td>
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<td>Fall 2013</td>
<td>2,266</td>
<td>1,206</td>
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<td>6,012</td>
<td>4,732</td>
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<td>16,455</td>
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<tr>
<td>Fall 2015</td>
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<td>1,356</td>
<td>1,107</td>
<td>5,747</td>
<td>4,657</td>
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<td>Fall 2016</td>
<td>2,010</td>
<td>1,223</td>
<td>1,354</td>
<td>1,083</td>
<td>5,488</td>
<td>4,700</td>
<td>15,859</td>
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<td>Fall 2017</td>
<td>2,000</td>
<td>1,215</td>
<td>1,354</td>
<td>1,049</td>
<td>5,449</td>
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### Table A4b

**University FTE, Non-Residents**

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</tr>
</thead>
<tbody>
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<td>413</td>
<td>672</td>
<td>892</td>
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<tr>
<td>Fall 2013</td>
<td>796</td>
<td>535</td>
<td>661</td>
<td>1,164</td>
<td>4,209</td>
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<tr>
<td>Fall 2014</td>
<td>806</td>
<td>580</td>
<td>639</td>
<td>1,256</td>
<td>4,345</td>
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<td>Fall 2016</td>
<td>815</td>
<td>674</td>
<td>600</td>
<td>1,311</td>
<td>4,642</td>
<td>2,700</td>
<td>10,741</td>
</tr>
<tr>
<td>Fall 2017</td>
<td>806</td>
<td>774</td>
<td>577</td>
<td>1,277</td>
<td>4,659</td>
<td>2,692</td>
<td>10,784</td>
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<tr>
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<td>781</td>
<td>780</td>
<td>543</td>
<td>1,212</td>
<td>4,605</td>
<td>2,717</td>
<td>10,638</td>
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<td>-19.2</td>
<td>+35.9</td>
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<td><strong>Δ Since 2010 (Number)</strong></td>
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### Table A5

**University System FTE by Location and Residency, 2010-2018**

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<th>Gain (n)</th>
<th>Gain (p)</th>
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<tr>
<td>Residents, On-Campus</td>
<td>13,799</td>
<td>10,216</td>
<td>-3,583</td>
<td>-26.0</td>
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<td>Residents, Off-Campus</td>
<td>4,175</td>
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<td>25.4</td>
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<tr>
<td>Non-Residents, On-Campus</td>
<td>7,593</td>
<td>8,632</td>
<td>+1,039</td>
<td>+13.7</td>
</tr>
<tr>
<td>Non-Residents, Off-Campus</td>
<td>1,051</td>
<td>2,005</td>
<td>+954</td>
<td>+90.8</td>
</tr>
<tr>
<td>Total</td>
<td>26,618</td>
<td>26,089</td>
<td>-529</td>
<td>-2.0</td>
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</tbody>
</table>
### Table A6
University System FTE, High School Students

<table>
<thead>
<tr>
<th></th>
<th>High School Students</th>
<th>All Other Students</th>
<th>Total Students</th>
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<td>26,550</td>
<td>26,625</td>
</tr>
<tr>
<td>Fall 2011</td>
<td>140</td>
<td>26,579</td>
<td>26,719</td>
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<tr>
<td>Fall 2012</td>
<td>223</td>
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<td>26,468</td>
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<td>Fall 2013</td>
<td>207</td>
<td>26,575</td>
<td>26,782</td>
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<tr>
<td>Fall 2014</td>
<td>447</td>
<td>26,289</td>
<td>26,736</td>
</tr>
<tr>
<td>Fall 2015</td>
<td>595</td>
<td>26,089</td>
<td>26,684</td>
</tr>
<tr>
<td>Fall 2016</td>
<td>695</td>
<td>25,904</td>
<td>26,599</td>
</tr>
<tr>
<td>Fall 2017</td>
<td>862</td>
<td>25,772</td>
<td>26,634</td>
</tr>
<tr>
<td>Fall 2018</td>
<td>895</td>
<td>25,198</td>
<td>26,093</td>
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Δ Since 2010 (Percent)  
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Δ Since 2010 (Number)  
+820 -1,352 -532
INFORMATIONAL ITEM

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 5 – K (2)
DATE: December 4-6, 2018

*******************************************************************
SUBJECT
Teacher Education Report 2017

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 2:16 – Teacher Education Programs

BACKGROUND / DISCUSSION
This report provides a data-driven snapshot of the five teacher education programs in the public university system (i.e., BHSU, DSU, NSU, SDSU, and USD). Data are shown for a variety of performance measures, including student enrollments, academic performance, degree completions, graduate placement, and labor force outcomes. In addition to the system level report, individual reports are prepared for each of the teacher education programs at each Regental institution and are available at the associated links below.

- Black Hills State University
- Dakota State University
- Northern State University
- South Dakota State University
- University of South Dakota

IMPACT AND RECOMMENDATION
A number of trends continued to exist in the teacher education programs across the Regental system including:

- Elementary and Special Education continue to represent the highest number of candidates in the teacher education pipeline across the system.
- Performance on the Praxis examination has dropped slightly for all candidates across each of the campuses for FY2017.
- Following a number of years with slight increases in the number of graduates placed in the state 1 year after graduation, a slight 6% decrease was noted for the 2017 graduates.

(Continued)
Five-year retention of teachers placed within South Dakota districts continues to hold steady with 74.1% of all candidates still employed five years after initial entry.

ATTACHMENTS
Attachment I – SDBOR Teacher Education Report 2017
As the producer of the lion’s share of teacher education graduates in the state of South Dakota, the public university system faces considerable pressure to ensure the availability of an adequate teacher workforce. These pressures have intensified in recent years in light of escalating public concerns about teacher shortages in South Dakota and beyond. In this context, the current analysis compiles a range of candidate, graduate, and labor force data in an effort to size up the performance of the public university system’s teacher education programs.

Data Notes

Data for this analysis are collected from a variety of sources. Data on student enrollments, academic performance, and degree completions are provided by Regents Information Systems (RIS). Graduate placement outcomes are derived from data gathered from the South Dakota Department of Labor and Regulation (SDDLR) and the National Student Clearinghouse (NSC) in support of SDBOR’s annual graduate placement analysis. School district-level employment records, which allow for the analysis of teacher placement and retention, are supplied by the South Dakota Department of Education (SDDOE). Finally, labor force data (e.g., employment rates, earnings) are generated using one-year American Community Survey (ACS) Public Use Microdata Sample (PUMS) files offered by the US Census Bureau.

Note that, for references to US Census Bureau data, reported figures are based on self-reported survey responses, and thus are subject to the same sources of sampling and non-sampling error associated with any other type of survey research. Accordingly, these figures should be understood as estimates, not hard counts.

1 Data reported by SDDOE indicate that the public university system produces roughly three-quarters of the state’s teacher education graduates in a typical year.
Analysis

Candidates

The teacher labor force begins with a pipeline. Accordingly, Figure 1 provides a summary of current teacher education candidates in the university system by field of study. Teacher education “candidates” include those students who have been formally admitted to a teacher education program after meeting all institutional requirements. For undergraduates, candidacy usually is not awarded until certain coursework prerequisites have been satisfied. Consequently, the annual candidate pool is populated mostly by upperclassmen whose entry to the workforce is imminent.

As seen in Figure 1, the five largest fields of study for candidates in 2016-2017 were elementary education (n=582 candidates), special education (n=194), elementary education / special education (n=106), music (n=97), and physical education (n=79). This “top five” group is similar to those recorded in past years. During the most recent year, candidates were most numerous at BHSU (n=436), USD (n=433), followed by SDSU (n=312), NSU (n=227), and DSU (n=167).

Figure 1
Undergraduate Candidates by Field of Study

<table>
<thead>
<tr>
<th>Field of Study</th>
<th>Number of Candidates</th>
</tr>
</thead>
<tbody>
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<td>Elementary Educ</td>
<td>582</td>
</tr>
<tr>
<td>Special Educ</td>
<td>194</td>
</tr>
<tr>
<td>Elem Educ/Spec Educ</td>
<td>106</td>
</tr>
<tr>
<td>Music</td>
<td>97</td>
</tr>
<tr>
<td>Physical Educ</td>
<td>79</td>
</tr>
<tr>
<td>History</td>
<td>78</td>
</tr>
<tr>
<td>English</td>
<td>77</td>
</tr>
<tr>
<td>Early Childhood Educ</td>
<td>71</td>
</tr>
<tr>
<td>Mathematics</td>
<td>69</td>
</tr>
<tr>
<td>Agriculture</td>
<td>58</td>
</tr>
<tr>
<td>Art</td>
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</tr>
<tr>
<td>Family-Cons Science</td>
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</tr>
<tr>
<td>Biology</td>
<td>28</td>
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<tr>
<td>Social Science</td>
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<tr>
<td>Speech Comm</td>
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<tr>
<td>Computer Science</td>
<td>4</td>
</tr>
<tr>
<td>Ind-Tech Educ</td>
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</tr>
<tr>
<td>Chemistry</td>
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<tr>
<td>Business</td>
<td>2</td>
</tr>
<tr>
<td>Physics</td>
<td>1</td>
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</tbody>
</table>

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2 Each student is counted once per institution per content area.
3 Additional information about the curricular structure of teacher education programs in the university system is provided in Appendix A. Figure 1 includes candidates from all bachelor’s degree types (e.g., B.A., B.S., B.S.Ed.).
Academic Performance

As one prerequisite for state certification, applicants in South Dakota must earn passing scores on certification exams for their certification area(s). Candidates applying for initial certification are required to meet qualifying scores on the appropriate Praxis II Subject Assessment(s) and Praxis II Principles of Learning and Teaching (PLT) test(s) that most closely correspond to their anticipated area(s) of instruction. Scoring data from these examinations are useful in gauging student learning outcomes for teacher education candidates.

Teacher education candidates’ Praxis II outcomes for 2016-2017 are illustrated below. Thirty-eight different Praxis II examinations were administered to university system students during the academic year, an assessment effort that produced 1,166 individual test scores. In Figure 2, institutional pass rates (i.e., the percentage of students meeting SDDOE-established cut scores) are shown for all Praxis II test takers. It can be seen that Praxis II pass rates ranged from 99.3 percent (BHSU) to 89.7 percent (NSU). The system-wide cumulative pass rate was 94.5 percent. In general, these pass rates have remained stable over the last five years.

Praxis II exams are administered by the Educational Testing Service (ETS). ETS offers a wide variety of targeted Subject Assessments – which measure subject-specific teaching skills and knowledge – in a range of content areas (e.g., biology, geography, theatre). Principles of Learning and Teaching (PLT) tests measure general pedagogical knowledge at four different grade levels: Early childhood, K-6, 5-9, and 7-12.

Praxis II exams are designed to measure learning that occurs during postsecondary study. However, the entering academic ability of teacher education candidates is also worth noting. For example, ACT data for all university system students indicate that teacher education candidates tend to score similarly to the general student population on all ACT measures. An analysis of data from the most recent year shows that the difference in average ACT composite scores between candidates (22.3) and the general population (23.0) was marginal.

Analyzed data include all Praxis scores generated during the most recent year; for students with multiple records on a single test, the highest score was retained. It is important to note that students who are unsuccessful on an initial Praxis attempt often will pass on a subsequent attempt. Further, many candidates will – for a variety of reasons – attempt Praxis exams outside their major content areas. Overall then, these figures (high as they are) are sure to understate the rates of terminal success experienced by candidates taking Praxis exams in their primary preparation areas.

---

4 Praxis II exams are administered by the Educational Testing Service (ETS). ETS offers a wide variety of targeted Subject Assessments – which measure subject-specific teaching skills and knowledge – in a range of content areas (e.g., biology, geography, theatre). Principles of Learning and Teaching (PLT) tests measure general pedagogical knowledge at four different grade levels: Early childhood, K-6, 5-9, and 7-12.

5 Praxis II exams are designed to measure learning that occurs during postsecondary study. However, the entering academic ability of teacher education candidates is also worth noting. For example, ACT data for all university system students indicate that teacher education candidates tend to score similarly to the general student population on all ACT measures. An analysis of data from the most recent year shows that the difference in average ACT composite scores between candidates (22.3) and the general population (23.0) was marginal.

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Graduates and Placement

Each year, a joint effort is undertaken by SDBOR and SDDOE to examine the extent to which graduates from regental undergraduate teacher education programs are hired by in-state school districts following graduation. A roster of all undergraduate teacher education degree completers since FY2002 is matched against SDDOE beginning-of-year employment records since FY2003. This process allows SDBOR research staff to analyze the in-state placement outcomes of university system graduates for every year following graduation. Because the dataset is cohort-based, incrementally more data are available for earlier graduates each year.

Graduates

A total of 6,824 students have completed an undergraduate degree from one of the five regental teacher education programs since FY2002. Table 1 indicates that the university system produced 509 teacher education degree completers in FY2016, up somewhat from 432 in FY2015. Figure 3 shows historical figures over the analyzed timespan.

Table 1
Graduates by Year and Institution

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<th></th>
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</thead>
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<td>129</td>
<td>127</td>
<td>111</td>
<td>108</td>
<td>145</td>
</tr>
<tr>
<td>USD</td>
<td>86</td>
<td>78</td>
<td>68</td>
<td>67</td>
<td>64</td>
<td>81</td>
<td>104</td>
<td>104</td>
<td>92</td>
<td>103</td>
<td>105</td>
<td>102</td>
<td>113</td>
<td>92</td>
<td>113</td>
</tr>
<tr>
<td>System</td>
<td>507</td>
<td>476</td>
<td>472</td>
<td>434</td>
<td>447</td>
<td>417</td>
<td>410</td>
<td>432</td>
<td>381</td>
<td>472</td>
<td>469</td>
<td>480</td>
<td>486</td>
<td>432</td>
<td>509</td>
</tr>
</tbody>
</table>

Figure 3
Graduates by Year and Institution

In a small number of cases, data used in this report are duplicated across multiple institutions. For example, a student completing separate teacher education degrees at BHSU and NSU (either in the same year or in different years) will be counted twice. For students completing multiple degrees at one institution, only the first record is analyzed. Data include undergraduate degree completers only.
Placement

Matched data from SDDOE indicate that approximately half (55.4 percent) of all undergraduate teacher education graduates since FY2002 have been placed in an in-state school district. As seen in Figure 4 and Table 2, in-state placement rates are dramatically higher among graduates who originally matriculated from a South Dakota high school (i.e., 67.4 percent for in-state students versus 32.0 percent for out-of-state students). By institution, DSU has produced the highest placement rates for both in-state and out-of-state students alike since FY2002.

**Figure 4**
In-State Placement Rates by High School State of Teacher

![Figure 4](attachment:image.png)

**Table 2**
In-State Placement Rates by Institution and High School State of Teacher (Percentages)

<table>
<thead>
<tr>
<th></th>
<th>From SD High School</th>
<th>Not from SD High School</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Placed</td>
<td>Not</td>
<td>Total</td>
</tr>
<tr>
<td>BHSU</td>
<td>68.9</td>
<td>31.2</td>
<td>100.0</td>
</tr>
<tr>
<td>DSU</td>
<td>79.7</td>
<td>20.3</td>
<td>100.0</td>
</tr>
<tr>
<td>NSU</td>
<td>71.1</td>
<td>28.9</td>
<td>100.0</td>
</tr>
<tr>
<td>SDSU</td>
<td>55.7</td>
<td>44.3</td>
<td>100.0</td>
</tr>
<tr>
<td>USD</td>
<td>68.5</td>
<td>31.5</td>
<td>100.0</td>
</tr>
<tr>
<td>System</td>
<td>67.4</td>
<td>32.6</td>
<td>100.0</td>
</tr>
<tr>
<td>(n)</td>
<td>3,044</td>
<td>1,471</td>
<td>4,515</td>
</tr>
</tbody>
</table>

It is important to note that the placement rates cited here refer only to the proportion of teacher education graduates who are hired by in-state school districts. Placement rates do not include graduates who may have been hired by an out-of-state school district, hired by an educational organization other than a school district, hired outside the field of education, or entered graduate school. “Placement rate” should not be interpreted as an equivalent to “employment rate.”

---

8 This figure reflects the proportion of students who have been placed in an in-state school district in any year following graduation. See below for analysis of first-year placements. It is important to keep in mind that cohorts have spent unequal amounts of time on the job market.
First-Year Placement

To what extent do regental teacher education graduates find work in South Dakota school districts immediately after college? Figure 5 below examines first-year placements by cohort, and indicates that graduates have been increasingly successful in securing in-state positions immediately following college graduation. A decade ago, only about one third of university system graduates were placed in in-state districts one year after graduation. As of the most recent year, this rate stands at 44.6 percent. This trend is suggestive of a changing K-12 teaching labor market in South Dakota.

Figure 5
First-Year In-State Placement Rates by Cohort

Across all graduating cohorts in this analysis, 39.3 percent of university system graduates were placed in a South Dakota school district during the first school year following graduation. Over this time, DSU has recorded the highest first-year placement rate (52.5 percent), followed by NSU (44.5 percent), BHSU (39.1 percent), USD (38.2 percent), and SDSU (30.7 percent).

9 Year values shown in graph refer to the school year of placement, not the year of graduation (contrast with Figure 3).
Placement by Discipline

Figure 6 presents placement data by major field, and shows that several areas generated placement rates exceeding 60.0 percent. These fields include elementary education / special education (73.2 percent), middle school (71.4 percent), biology (64.7 percent), special education (63.7 percent), elementary education (62.0 percent), and composite science (60.9 percent). Care must be taken when examining these data, since – as shown in the lower half of Figure 6 – these major areas have dissimilar numbers of completers over the analyzed timespan.

---

Placement rates reflect placements in any year following graduation. Students with multiple majors are counted once per major. Only areas with at least ten graduates are shown.
Persistence to Entry

The placement rates presented above offer a snapshot of the placement outcomes of regental teacher education program completers. However, also of interest is the degree to which these graduates 1) persist in seeking entry into the education workforce and 2) remain in the workforce once hired. Accordingly, Figures 7, 8, and 9 explore persistence and retention data for eleven older cohorts (FY2002-FY2012) of degree completers.11

Figure 7 examines the timing of graduates’ in-state placements. Specifically, this figure arrays all placed teacher education graduates – from cohorts graduating in FY2002-FY2012 – by year of initial in-state placement. This graph indicates that 69.0 percent of placed teacher education graduates were initially hired in the first subsequent academic year, while an additional 16.8 percent were initially hired during the second year after graduation. These data suggest that while most graduates who eventually will be hired by an in-state school district do so during the first year after graduation, a substantial segment do so in one of the following years. In fact, roughly 3 in 10 graduates placed within five years received their first placement during years two, three, four, or five.

---

11 These are the cohorts for which five years of placement data are available.
Retention

Figures 8 and 9 display retention data for the same cohorts described above (FY2002-FY2012), and more specifically, for those graduates from the above cohorts who were placed during the initial year of placement eligibility. Figure 8 shows attrition trends for teachers during the first five years following initial placement. Across all cohorts examined, roughly 88.2 percent of teachers returned for a second year of teaching. By the fourth year after initial placement, nearly three-quarters of graduates still were employed in in-state school districts.

**Figure 8**
Retention of Graduates Placed In-State in First Year

Figure 9 presents an alternate measure of retention: the total number of years taught within five years of initial placement. The right-most pie shows that, of teachers placed during the first year after graduation, the majority – 67.7 percent – remained in an in-state teaching position for all five of the subsequent five years. Less than ten percent of teachers placed in the first year remain in a teaching position in South Dakota for only one year. Data further suggest that retention tends to be higher for teachers who originally came from South Dakota.

**Figure 9**
Years Taught Within Five Years of Initial In-State Placement, by High School State of Teacher

12 In both figures, data refer to retention in any in-state school district, not necessarily the district of initial placement.
Geographic Distribution

The following maps summarize the geographic distribution of undergraduate teacher education program completers. Figure 10a shows the distribution of South Dakota counties from which teacher education graduates matriculated, and Figure 10b shows the distribution of South Dakota counties in which teacher education graduates received their first in-state placements.

**Figure 10a**
Teacher Education Graduates (SD Residents) by County of High School Graduation

**Figure 10b**
Teacher Education Graduates by County of First In-State Placement
Regental Teacher Education Program Frameworks

Teacher education programs are structured under several different curricular frameworks (i.e., degree-major combinations) across the university system. For example, a candidate seeking to teach high school mathematics may – depending on the campus he or she attends – major in mathematics, education, mathematics education, or some combination of multiple majors. Further, this same student may receive a Bachelor of Arts degree, a Bachelor of Science degree, or a Bachelor of Science in Education degree. In other cases, the student may already hold a degree and is returning to complete a post-baccalaureate teacher certification program. In general, most teacher education candidates fall under one of the following degree-major approaches.\textsuperscript{13}

\textit{B.A. or B.S. Degree with Discipline Major}: In this approach, teacher education candidates are viewed as majors in a chosen substantive discipline. Students complete a substantive major (e.g., mathematics, biology) vis-à-vis the requirements of a B.A. or B.S. degree. Beyond the coursework associated with a substantive major, students also complete a limited sequence of courses required for state teaching certification. This approach is used primarily at SDSU for secondary education preparation programs.

\textit{B.S.Ed. Degree with Discipline Major}: The second approach also involves the full completion of an undergraduate substantive major (e.g., mathematics, biology). However, rather than completing the requirements for a B.A. or B.S. degree, students complete the requirements for a teaching baccalaureate degree, the Bachelor of Science in Education. This approach is used commonly at BHSU, DSU, and NSU, particularly in secondary education tracks. A related approach involves the completion of a distinct major that combines courses from a substantive discipline with teacher preparation courses. Such majors (e.g., Mathematics Education, Biology Education) usually are paired with a B.S.Ed. degree. This approach is used by USD for secondary teacher education programs and by all institutions for elementary education programs.

\textit{Alternative Certification}: Academic certificate programs provide an option for those who have already completed a baccalaureate degree (or higher) in a teachable area from an accredited institution. These programs are designed for professional practitioners who wish to become teachers but lack instruction in the area of pedagogy.

\textsuperscript{13} The following approaches generally do not apply to teacher education candidates in the field of music. These students typically complete the requirements for a discipline-specific degree, such as the Bachelor of Fine Arts, Bachelor of Music, or Bachelor of Music Education.
Labor Market Analysis

American Community Survey (ACS) data help to shed additional light on the teacher labor force in the upper Midwest. Using the newest available ACS PUMS datasets, additional analysis was conducted on the employment rates, earnings, and professional placements of educators in 2016.\textsuperscript{14}

Table B1 shows two key labor market outcomes for teachers in 2016. The first column gives the unemployment rates of the teaching labor force, while the second column shows median earnings of employed teachers.\textsuperscript{15} The exceptionally low unemployment rates seen in this table – for South Dakota and the larger region alike – are suggestive of a labor shortage.\textsuperscript{16} One possible driver of such a shortage is implicated by a second observation from this table: that workers employed as teachers earned less in 2016 in South Dakota than did those in any other neighboring state.

<table>
<thead>
<tr>
<th>State</th>
<th>Unemployment rate</th>
<th>Mean earnings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Iowa</td>
<td>1.0%</td>
<td>$47,563</td>
</tr>
<tr>
<td>Minnesota</td>
<td>1.1%</td>
<td>$50,883</td>
</tr>
<tr>
<td>Montana</td>
<td>5.1%</td>
<td>$42,313</td>
</tr>
<tr>
<td>Nebraska</td>
<td>0.1%</td>
<td>$45,599</td>
</tr>
<tr>
<td>North Dakota</td>
<td>0.0%</td>
<td>$49,229</td>
</tr>
<tr>
<td>South Dakota</td>
<td>0.0%</td>
<td>$39,371</td>
</tr>
<tr>
<td>Wyoming</td>
<td>1.0%</td>
<td>$51,924</td>
</tr>
<tr>
<td>Region</td>
<td>1.1%</td>
<td>$48,024</td>
</tr>
</tbody>
</table>

Table B2 provides information about the industrial and occupational placements of employed workers with an undergraduate degree in education. Approximately half of such workers in South Dakota work in the field of K12 education in some capacity. Similarly, about half of all South Dakota workers with a teaching credential actually work in a K12 teaching occupation. Both of these rates are similar to those of the region overall. It remains to be seen whether these figures will rise as a result of new laws enacted during the 2016 legislative session to enhance teacher pay in South Dakota.

\textsuperscript{14} Data presented in this section were generated from the 2016 American Community Survey Public Use Microdata Sample from the US Census Bureau. Figures are based on survey responses, and should be interpreted as estimates only.

\textsuperscript{15} The “teaching labor force” group includes workers employed as teachers as well as unemployed members of the labor force who most recently worked as teachers.

\textsuperscript{16} By comparison, overall unemployment for South Dakota and the region were 4.0 percent and 3.9 percent, respectively.
### Table B2
Professional Placements of Teacher Education Degree Holders, 2016\(^{17}\)

<table>
<thead>
<tr>
<th>Region</th>
<th>Percent of employed workers with an undergraduate degree in education who work in the field of K12 education</th>
<th>Percent of employed workers with an undergraduate degree in education who work as teachers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Iowa</td>
<td>60.0%</td>
<td>53.3%</td>
</tr>
<tr>
<td>Minnesota</td>
<td>52.5%</td>
<td>46.8%</td>
</tr>
<tr>
<td>Montana</td>
<td>48.1%</td>
<td>44.8%</td>
</tr>
<tr>
<td>Nebraska</td>
<td>55.3%</td>
<td>47.6%</td>
</tr>
<tr>
<td>North Dakota</td>
<td>52.4%</td>
<td>48.2%</td>
</tr>
<tr>
<td><strong>South Dakota</strong></td>
<td><strong>55.1%</strong></td>
<td><strong>46.0%</strong></td>
</tr>
<tr>
<td>Wyoming</td>
<td>49.2%</td>
<td>45.4%</td>
</tr>
<tr>
<td>Region</td>
<td>54.3%</td>
<td>48.2%</td>
</tr>
</tbody>
</table>

\(^{17}\) The category “who work in the field of education” include those whose self-reported industry was *Elementary and Secondary Schools*. The category “who work as teachers” includes those whose self-reported occupation was *Preschool and Kindergarten Teachers, Elementary and Middle School Teachers, Secondary School Teachers, or Special Education Teachers*. 
SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 5 – K (3)
DATE: December 4-6, 2018

******************************************************************************

SUBJECT
Graduate Debt Analyses

CONTROLLING STATUTE, RULE, OR POLICY
None

BACKGROUND / DISCUSSION
This briefing reviews two recent national reports on student debt. Attachment I presents data which recently were published by the Institute for College Access and Success (TICAS) on two major debt indicators for bachelor’s degree completers at four-year institutions in South Dakota and the nation. Attachment II provides a basic overview of federal student loan default rate data from the US Department of Education.

IMPACT AND RECOMMENDATION
This analysis provides a closer examination of student debt data used in the TICAS report.

ATTACHMENTS
Attachment I – Student Debt in South Dakota (Special Data Analysis)
Attachment II – Federal Student Loan Default Rates (Special Data Analysis)

******************************************************************************

INFORMATIONAL ITEM

4416
*** Special Data Analysis ***

Student Debt in South Dakota

In September 2018, the Institute for College Access and Success (TICAS) issued a report on the educational indebtedness of graduates from American four-year institutions.\(^1\) TICAS data for the graduating class of 2017 indicate that 57 percent of students completing four-year degrees in the United States graduated with debt, with an average debt load of more than $29,000 for those with loans.\(^2\) For students graduating from South Dakota institutions in 2017, these figures were approximately 74 percent and $31,000, respectively. South Dakota ranked higher (i.e., worse) than most other states on both measures. This analysis provides a closer examination of student debt data used in the TICAS report.

Analysis

It is important to note that the data used in the TICAS report reflect only a portion of all colleges and universities in the United States. TICAS uses unaudited student debt data voluntarily supplied by postsecondary institutions to *Peterson’s Undergraduate Financial Aid and Undergraduate Database*. In addition, only public and private nonprofit four-year institutions granting bachelor’s degrees in 2016-17 were included in the TICAS analysis. In South Dakota, the 2018 TICAS analysis included data for only seven institutions: DSU, NSU, SDSU, USD, Augustana University, Mount Marty College, and the University of Sioux Falls.\(^3\) With this caveat in mind, Table 1 depicts basic student debt data as presented in the 2018 TICAS report:

<table>
<thead>
<tr>
<th>Table 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>South Dakota Student Debt, Class of 2017</td>
</tr>
<tr>
<td>Average debt of students with loans: $31,275</td>
</tr>
<tr>
<td>National rank: 12(^{th}) highest</td>
</tr>
<tr>
<td>Percent of graduates with debt: 74%</td>
</tr>
<tr>
<td>National rank: 1(^{st}) highest</td>
</tr>
</tbody>
</table>

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2. Unless otherwise noted, figures include bachelor’s degree completers at public or private nonprofit four-year institutions only.
3. Graduates from these institutions accounted for 45 percent of the state’s total bachelor’s degree recipients in 2017.
That South Dakota is depicted as having the highest rate of graduate debt in the nation is unsettling. Table 2 provides historical perspective on these measures, showing average debt load, debt rate, and respective state ranks, as summarized in each edition of the TICAS annual report. These data indicate that South Dakota persistently has been identified as a high-debt state. Not surprisingly, these unwelcome outcomes likely owe in part to the state’s historic lack of a robust need-based scholarship program.

Table 2
South Dakota Student Debt by Cohort

<table>
<thead>
<tr>
<th>Cohort</th>
<th>Average Debt</th>
<th>National Rank</th>
<th>Percent with Debt</th>
<th>National Rank</th>
</tr>
</thead>
<tbody>
<tr>
<td>2005</td>
<td>$19,724</td>
<td>8</td>
<td>82</td>
<td>1</td>
</tr>
<tr>
<td>2006</td>
<td>$21,103</td>
<td>11</td>
<td>84</td>
<td>1</td>
</tr>
<tr>
<td>2007</td>
<td>$22,254</td>
<td>10</td>
<td>81</td>
<td>1</td>
</tr>
<tr>
<td>2008</td>
<td>$22,486</td>
<td>17</td>
<td>79</td>
<td>1</td>
</tr>
<tr>
<td>2009</td>
<td>$23,581</td>
<td>17</td>
<td>78</td>
<td>1</td>
</tr>
<tr>
<td>2010</td>
<td>$23,171</td>
<td>25</td>
<td>75</td>
<td>1</td>
</tr>
<tr>
<td>2011</td>
<td>$24,232</td>
<td>25</td>
<td>76</td>
<td>2</td>
</tr>
<tr>
<td>2012</td>
<td>$25,121</td>
<td>28</td>
<td>78</td>
<td>1</td>
</tr>
<tr>
<td>2013</td>
<td>$25,750</td>
<td>29</td>
<td>72</td>
<td>2</td>
</tr>
<tr>
<td>2014</td>
<td>$26,023</td>
<td>31</td>
<td>69</td>
<td>6</td>
</tr>
<tr>
<td>2015*</td>
<td>$29,364</td>
<td>17</td>
<td>73</td>
<td>2</td>
</tr>
<tr>
<td>2016†</td>
<td>$31,362</td>
<td>7</td>
<td>75</td>
<td>2</td>
</tr>
<tr>
<td>2017</td>
<td>$31,275</td>
<td>12</td>
<td>74</td>
<td>1</td>
</tr>
</tbody>
</table>

Note: For both “rank” columns, high values are preferred to low values.

* Excludes USD
† Excludes SDSU and USD

Figures 1 and 2 (next page) provide debt trends for two institutional sectors in South Dakota: public four-year institutions and private (nonprofit) four-year institutions. It can be seen that – even after adjusting for inflation – the state’s public four-year sector has seen a pattern of increasing student debt loads over the last several years. This sector also has supplanted the private nonprofit sector as the higher (of these two sectors) with respect to “percent with debt” rates.

Note that data for public four-year institutions in South Dakota were not reported by TICAS in 2015-16 due to insufficient data. To maintain chart continuity, 2014-15 values are carried forward to 2015-16 in all four graphs shown below.

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4 TICAS cautions against comparing year-to-year figures directly, as institutional comparison groups or methodological technicalities may change from year to year. Figures are presented here simply to highlight the state’s relative performance in each of TICAS’s annual reports.

5 All data presented in the following tables were generated from queries of the TICAS data system, accessible at [http://college-insight.org/#explore/go](http://college-insight.org/#explore/go). Average debt figures are shown in constant 2017 dollars.
**Figure 1**
Average Debt by Cohort, South Dakota (Inflation-Adjusted)

**Figure 2**
Percent with Debt by Cohort, South Dakota
Figures 3 and 4 provide historical data from public four-year institutions in other states. Figure 3 indicates that South Dakota now stands as the highest-debt state among all regional neighbors. Similarly, Figure 4 is suggestive of a continued high rate of debt among South Dakota graduates in comparison with graduates from neighboring states.

Figure 3
Average Debt by Cohort, Public Four-Year Institutions (Inflation-Adjusted)

Data value labels refer to most recent values

Figure 4
Percent with Debt by Cohort, Public Four-Year Institutions

Data value labels refer to most recent values

6 Values for North Dakota are not shown due to a lack of reported data in recent years.
7 Average debt figures are shown in constant 2017 dollars.
Federal Student Loan Default Rates

Each year, the US Department of Education (USDOE) releases data on federal student loan default rates. Three-year default rates refer to the percentage of federal student loan borrowers entering repayment in a given fiscal year who default on their loans by the end of the second following fiscal year. Across all institutional types, the FY2015 national cohort (those students entering repayment during FY2015) generated a three-year loan default rate of 10.4 percent, compared to a rate of 11.1 percent recorded by the FY2014 cohort.¹

The FY2015 three-year default rate for all South Dakota colleges and universities was 12.7 percent (down from 13.5 percent last year), ranking 42nd lowest among all US states (VT was lowest, at 6.0 percent; WV was highest, at 17.8 percent). Over the last three years, South Dakota’s public universities have tended to record default rates well below those of the state’s private, proprietary, and technical institutions (see Table 1). Across these three cohorts, SDSU generated the lowest average default rate (4.5 percent), followed by SDSMT (4.6 percent), USD (5.2 percent), DSU (6.4 percent), BHSU (9.1 percent), and NSU (9.7 percent).

Table 1
Postsecondary Loan Default Rates (SD) (Percentages)

<table>
<thead>
<tr>
<th>Institution Type</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>3-Year Avg.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private</td>
<td>5.2</td>
<td>6.6</td>
<td>5.3</td>
<td>5.7</td>
</tr>
<tr>
<td>Proprietary</td>
<td>22.9</td>
<td>23.7</td>
<td>23.3</td>
<td>23.3</td>
</tr>
<tr>
<td>Regental</td>
<td>5.7</td>
<td>6.1</td>
<td>6.1</td>
<td>6.0</td>
</tr>
<tr>
<td>Technical</td>
<td>10.6</td>
<td>13.4</td>
<td>11.6</td>
<td>11.9</td>
</tr>
<tr>
<td>All Types</td>
<td>12.2</td>
<td>13.5</td>
<td>12.7</td>
<td>12.8</td>
</tr>
</tbody>
</table>

Table 2 shows additional default data in three-year average format. South Dakota’s average default rate across the 2013-2015 cohorts was 12.8 percent; this was somewhat higher than the analogous national average of 10.8 percent. After segmenting these results by institutional type, it can be seen that the state’s public institutions generated the lowest default rate across all sectors, ranking 5th lowest in the nation in this category.

Table 2
Postsecondary Loan Default Rates, 2013-2015 (Three-Year Averages) (Percentages)

<table>
<thead>
<tr>
<th>All Types</th>
<th>Public</th>
<th>Private</th>
<th>Proprietary</th>
</tr>
</thead>
<tbody>
<tr>
<td>South Dakota</td>
<td>12.8</td>
<td>7.5</td>
<td>5.7</td>
</tr>
<tr>
<td>United States</td>
<td>10.8</td>
<td>11.0</td>
<td>7.3</td>
</tr>
<tr>
<td>SD State Rank</td>
<td>38</td>
<td>5</td>
<td>19</td>
</tr>
</tbody>
</table>

¹ All figures presented in this report refer to fifty-state data only; institutions in the District of Columbia, US territories, and other outlying areas are excluded.
SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 6 – A (1)
DATE: December 4-6, 2018

SUBJECT
Building Committee Report

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 6:5 – Building Committees

BACKGROUND / DISCUSSION
This is a review of the actions taken by the building committees since the last Board meeting.

On November 27, 2018, the building committee for the USD Dakota Dome Interior Renovation, represented by Regent Schieffer, approved the Guaranteed Maximum Price of $20,483,000 with a total project cost of $26,320,000. An additional $1,550,000 in private funds is available for the project.

On November 27, 2018, the building committee for the USD National Music Museum Addition and Renovation, represented by Regent Schieffer, approved the Facility Design Plan at a total estimated price of $10,595,000.

On November 19, 2018, the building committee for the SDSU Raven Precision Agriculture Classroom and Laboratory Building, represented by Regent Morgan, approved the Facility Design Plan for the project at a total cost of $46,100,000.

On November 7, 2018, the building committee for the NSU Regional Sports Complex, represented by Regent Thares, approved the Facility Program Plan for the project at a total estimated cost of $33,000,000.

On October 30, 2018, the building committee for the University Center - Sioux Falls Space Realignment, represented by Regent Morgan, selected the team of MSH Architects to serve as the Architect Engineer for the project.

On October 26, 2018, the building committee for the SDSU American Indian Student Center, represented by Regent Schaefer, accepted the construction bid by Clark Drew Construction at a total cost not to exceed $4,500,000.
On October 24, 2018, the building committee for the SDSU Student Union Renovation, represented by Regent Morgan, selected the team of Architecture Inc. to serve as the Architect Engineer for the project.

IMPACT AND RECOMMENDATIONS
None

ATTACHMENTS
None
SUBJECT
Capital Projects List

CONTROLLING STATUTE, RULE, OR POLICY
SDCL 5-14-1 – Classification of capital improvements
SDCL 5-14-2 – Supervision by Bureau of Administration of capital improvement projects
  – Payment of appropriated funds
SDCL 5-14-3 – Preparation of plans and specifications for capital improvements – State
  building committees – Approval by board or commission in charge of
  institution
BOR Policy 6:4 – Capital Improvements

BACKGROUND / DISCUSSION
The attached project list identifies the current capital improvement projects along with the
regental building committee representative, estimated dollar amount, the source of funds
for the project, and the current status of the project.

The review and approval of capital improvement projects involves several phases, and
Board approval is required before a project may advance from one stage to another.
Institutions may request exemption from this approval process for any maintenance and
repair project after the preliminary facility statement. The review and approval steps
involved include:

1. Submission of Preliminary Facility Statement for Board approval (proposal and
  justification).
2. Submission of work request for the Office of the State Engineer (OSE) and
  appointment of the Building Committee if an A/E firm is needed for development
  of the Facility Program Plan. OSE begins architect evaluation process and Building
  Committee interviews and selects architect.
3. Submission of Facility Program Plan (programmatic justification and detail,
  identification of financing fund source).
4. Legislative approval is required for all facilities outside of the auxiliary system and
  can be sought when funding is available or will be part of the Board’s Ten year
  Plan.

(Continued)
5. Final Design Plan presented to Building Committee for initial approval prior to Board approval.
6. Final Design Plan submitted for Board approval.
7. Building Committee approves bid if within project approved limits and carries the project oversight from this point forward.
8. Board approves bid if there are substantive changes from Program Plan.

Once the bids are approved by the Building Committee or the Board and the financing plan is in place, the project proceeds to construction.

The list indicates if the projects were included in the 2005 or the 2012 Ten-Year Plans.

IMPACT AND RECOMMENDATIONS
No impact.

ATTACHMENTS
Attachment I – December 2018 Capital Projects List
### South Dakota Board of Regents Capital Improvement Projects - December 2018

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Ten-Year Plan</th>
<th>Legislative Action / YR</th>
<th>Fund Type</th>
<th>Legislative / Approved Amount</th>
<th>Most Recent Board Action</th>
<th>Current Project Status</th>
<th>Projected Completion Date</th>
<th>Building Committee Rep.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACADEMIC FACILITIES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><em>Black Hills State University</em></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>E. Y. Berry Library Renovation</td>
<td>FY12 10 Yr Plan</td>
<td>HB1051-2012</td>
<td>2022 HEFF Bonds</td>
<td>Private</td>
<td>$3,000,000</td>
<td>May-12</td>
<td>Planning</td>
<td>2022</td>
</tr>
<tr>
<td>Lyle Hare Stadium Renovation</td>
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<td><em>Dakota State University</em></td>
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<td></td>
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</tr>
<tr>
<td>Event Center</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>Madison Cyberlabs (MadLabs)</td>
<td>HB1057-2018</td>
<td>Private</td>
<td>$18,000,596</td>
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<td>Construction</td>
<td>Sept-2019</td>
<td>Schaefer</td>
<td></td>
</tr>
<tr>
<td><em>Northern State University</em></td>
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<td></td>
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<tr>
<td>Athletic and Recreation Turf Field</td>
<td>HB1061-2018</td>
<td>Private</td>
<td>$6,278,243</td>
<td>Dec-17</td>
<td>Design Plan</td>
<td>2018</td>
<td>Thares</td>
<td></td>
</tr>
<tr>
<td>New Regional Science Education Center</td>
<td>HB1010-2017</td>
<td>Private</td>
<td>$25,175,000</td>
<td>Dec-17</td>
<td>Construction</td>
<td>2019</td>
<td>Morgan</td>
<td></td>
</tr>
<tr>
<td><em>South Dakota School of Mines and Technology</em></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chemistry/Chemical Engineering Building Repair &amp; Renovation</td>
<td>FY12 10 Yr Plan</td>
<td>HB1021-2015</td>
<td>HEFF M&amp;R</td>
<td>2015 HEFF Bonds</td>
<td>$519,000</td>
<td>Apr-15</td>
<td>Final Inspection</td>
<td>2018</td>
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<tr>
<td><em>South Dakota State University</em></td>
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<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>American Indian Student Center</td>
<td>SSB 50-2018</td>
<td>Private</td>
<td>$4,000,000</td>
<td>Jun-18</td>
<td>Bid</td>
<td>2020</td>
<td>Schaefer</td>
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<td>Animal Disease Research &amp; Diagnostic Lab (ADRDL) - Addition &amp; Renovations</td>
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<td></td>
<td></td>
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<tr>
<td>Campanile Avenue - Utility Upgrades</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Chiller Plant - Chiller Upgrade &amp; Cooling Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</table>
### South Dakota Board of Regents Capital Improvement Projects - December 2018

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Ten-Year Plan</th>
<th>Legislative Action / YR</th>
<th>Fund Type</th>
<th>Legislative / Approved Amount</th>
<th>Most Recent Project Completion Date</th>
<th>Current Project Status</th>
<th>Building Committee Rep.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harding Hall - Renovation &amp; Addition</td>
<td></td>
<td>SB10 - 2016</td>
<td>HEFF M&amp;R</td>
<td>$2,535,000</td>
<td>May-17 Design Plan</td>
<td>Final Inspection</td>
<td>Morgan</td>
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<tr>
<td>Lincoln Hall - Renovation</td>
<td></td>
<td>SB 51-2018</td>
<td>Tuition</td>
<td>$3,300,000</td>
<td>May-17 Final Inspection</td>
<td>Planning</td>
<td>Bastian</td>
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<td>Outdoor Sports Support Facility</td>
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<td>FY12 10 Yr Plan</td>
<td>Business &amp; Athletic Income</td>
<td>$600,000</td>
<td>Dec-17 Program Plan</td>
<td>A/E Selection</td>
<td>2019 Not Assigned</td>
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<tr>
<td>Performing Arts Center-Theater &amp; Music Education Addition</td>
<td></td>
<td>FY12 10 Yr Plan</td>
<td>HEFF Bonds</td>
<td>$13,000,000</td>
<td>Dec-16 (Revised Funding)</td>
<td>Construction</td>
<td>Morgan</td>
</tr>
<tr>
<td>South Dakota Art Museum Addition and Renovation</td>
<td></td>
<td>FY12 10 Yr Plan</td>
<td>Local</td>
<td>$2,400,000</td>
<td>Mar-16 Design Plan</td>
<td>Final Inspection</td>
<td>Morgan</td>
</tr>
<tr>
<td>University of South Dakota</td>
<td></td>
<td>FY12 10 Yr Plan</td>
<td>Local</td>
<td>$7,500,000</td>
<td>Dec-17 Program Plan</td>
<td>Design</td>
<td>Morgan</td>
</tr>
<tr>
<td>South Dakota School for the Blind &amp; Visually Impaired</td>
<td></td>
<td>FY12 10 Yr Plan</td>
<td>HEFF M&amp;R</td>
<td>$7,718,200</td>
<td>Mar-16 Design Plan</td>
<td>Phased Project</td>
<td>2026 Schaeffer</td>
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<tr>
<td>University of South Dakota</td>
<td></td>
<td>FY12 10 Yr Plan</td>
<td>GOED</td>
<td>$11,847,916</td>
<td>Aug-18 Design Plan</td>
<td>2019 Thares</td>
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<tr>
<td>University of South Dakota</td>
<td></td>
<td>FY12 10 Yr Plan</td>
<td>HEFF M&amp;R</td>
<td>$14,347,916</td>
<td>Aug-18 Facility Design Plan</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### University of South Dakota

- **Graduate Education & Applied Research (GEAR) Bldg Expansion**
  - General Funds
  - Approved Amount: $1,000,000
  - Status: Planning
  - Committee: Schaefer
- **North Commons Renovation**
  - HEFF M&R
  - Approved Amount: $2,973,155
  - Status: Construction
  - Committee: Adams
- **Dakota Dome Renovation**
  - Private
  - Approved Amount: $14,500,000
  - Status: Design
  - Committee: Schaefer
- **National Music Museum**
  - Private
  - Approved Amount: $7,718,200
  - Status: Planning
  - Committee: Schaefer

### South Dakota School for the Blind & Visually Impaired

- **New School**
  - Private GOED
  - Approved Amount: $14,347,916
  - Status: Design
  - Committee: Thares
# South Dakota Board of Regents Capital Improvement Projects - December 2018

## REVENUE FACILITIES

### Black Hills State University
- **University Wellness Center Addition**
  - Type: Private
  - Projected Completion: Dec-16
  - Board Action: Planning
  - Status: Bastian

### Dakota State University
- **New Residence Hall & Student Life Facility**
  - Type: Auxiliary Bonds
  - Projected Completion: May-18
  - Board Action: Planning
  - Status: TBD

### Northern State University
- **Great Plains East and Great Plains West**
  - Type: Private
  - Approved Amount: $22,725,000
  - Projected Completion: Feb-17
  - Board Action: Final Inspection
  - Status: 2018

### South Dakota School of Mines and Technology
- **Surbeck Center Addition**
  - Type: Private
  - Projected Completion: Apr-14
  - Board Action: A/E Selection
  - Status: Wink

### South Dakota State University
- **Southeast Neighborhood Apartments**
  - Type: 2018 Auxiliary Bonds
  - Approved Amount: $18,000,000
  - Projected Completion: Jul-18
  - Board Action: Construction
  - Status: 2019
  - Rep: Roberts

- **Student Wellness Center Addition**
  - Type: 2016 Auxiliary Bonds
  - Approved Amount: $12,400,000
  - Projected Completion: Dec-16
  - Board Action: Final Inspection
  - Status: 2018

### South Dakota School of Mines and Technology
- **Pierson Hall - HVAC Upgrades**
  - Type: Auxiliary M&R
  - Approved Amount: $2,578,000
  - Projected Completion: Mar-18
  - Board Action: Design
  - Status: NA

- **The Union - Renovation and Remodeling**
  - Type: Auxiliary Funds
  - Approved Amount: TBD
  - Projected Completion: Mar-18
  - Board Action: Design
  - Status: (Phased Project)

### Board Action:
1. Preliminary Facility Statement
2. Facility Program Plan
3. Design
4. Bid - Board approves substantive changes from program Plan

### Project Status:
1. Planning
2. A/E Selection
3. Design
4. Bid
5. Construction
SUBJECT
FY18 Auxiliary System Agreed-Upon Procedures Report

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 5:26 – Bond Compliance and Management

BACKGROUND/DISCUSSION
A financial statement for the auxiliary system is required by the bond covenants. In order to accomplish this, the Board of Regents (BOR) has retained the Department of Legislative Audit (DLA) to provide an Agreed-Upon Procedures review of the system. The BOR’s compliance officer receives the financial statement information from the universities, reviews them, combines them, and prepares the footnotes. Those statements and any working papers are then provided to DLA to perform certain tests that are outlined in the Agreed-Upon Procedures document. The review by Legislative Audit includes the following:

- Verifying that the coverage ratio has been calculated properly;
- Making sure that revenue generated by the auxiliary system stays in the system;
- Checking expenditures to make sure that they are proper; and
- Verifying that the proper amount of funds are being allocated to the Repair & Replacement Reserve (RRR).

For FY18, DLA found no instances of noncompliance with the covenants of the bond. Attachment I is a copy of this year’s report. The table below shows the coverage ratios for the last five years for all of the campuses and the system. The covenants require a coverage rate of 1.20 or higher.

<table>
<thead>
<tr>
<th></th>
<th>FY18</th>
<th>FY17</th>
<th>FY16</th>
<th>FY15</th>
<th>FY14</th>
</tr>
</thead>
<tbody>
<tr>
<td>BHSU</td>
<td>1.53</td>
<td>1.48</td>
<td>1.32</td>
<td>1.61</td>
<td>1.79</td>
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<tr>
<td>DSU</td>
<td>1.40</td>
<td>1.75</td>
<td>1.89</td>
<td>1.72</td>
<td>1.54</td>
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<td>NSU</td>
<td>1.41</td>
<td>1.73</td>
<td>1.71</td>
<td>1.72</td>
<td>1.44</td>
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<tr>
<td>SDSMT</td>
<td>1.38</td>
<td>1.35</td>
<td>1.54</td>
<td>1.58</td>
<td>1.52</td>
</tr>
<tr>
<td>SDSU</td>
<td>1.57</td>
<td>1.48</td>
<td>1.39</td>
<td>1.35</td>
<td>1.23</td>
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<tr>
<td>USD</td>
<td>1.62</td>
<td>1.48</td>
<td>1.60</td>
<td>1.65</td>
<td>1.58</td>
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<tr>
<td>SYSTEM</td>
<td>1.54</td>
<td>1.49</td>
<td>1.48</td>
<td>1.50</td>
<td>1.41</td>
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</tbody>
</table>
IMPACT AND RECOMMENDATIONS
The System continues to maintain a coverage ratio above 1.40. This consistency helps the system maintain its excellent credit rating. The 20% cushion above the minimum of 1.20 also helps to protect the system from occasional drops in enrollment.

ATTACHMENTS
Attachment I – FY18 Agreed-Upon Procedures Report
SOUTH DAKOTA BOARD OF REGENTS

FINANCIAL STATEMENTS OF THE HOUSING
AND AUXILIARY FACILITIES SYSTEM

INDEPENDENT ACCOUNTANT’S REPORT ON APPLYING
AGREED-UPON PROCEDURES

Fiscal Year Ended June 30, 2018
# BOARD OF REGENTS
## HOUSING AND AUXILIARY FACILITIES SYSTEM
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<th>Section</th>
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<td>Independent Accountant’s Report on Applying Agreed-Upon Procedures</td>
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<tr>
<td>Financial Statements:</td>
<td></td>
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<tr>
<td>Statement of Net Position</td>
<td>3</td>
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<tr>
<td>Statement of Revenues, Expenses and Changes in Net Position</td>
<td>4</td>
</tr>
<tr>
<td>Notes to the Financial Statements</td>
<td>5</td>
</tr>
<tr>
<td>Supplementary Schedules:</td>
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<tr>
<td>Schedule of Pledged Revenues</td>
<td>9</td>
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<tr>
<td>Debt Service Schedule</td>
<td>10</td>
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<td>Black Hills State University</td>
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<tr>
<td>Dakota State University</td>
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<tr>
<td>Northern State University</td>
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<tr>
<td>South Dakota School of Mines and Technology</td>
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<tr>
<td>South Dakota State University</td>
<td>27</td>
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<tr>
<td>University of South Dakota</td>
<td>31</td>
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</table>
INDEPENDENT ACCOUNTANT’S REPORT ON APPLYING AGREED-UPON PROCEDURES

Dr. Paul Beran
Executive Director

and

South Dakota Board of Regents

We have performed the procedures enumerated below, which were agreed to by management of the South Dakota Board of Regents (Board), solely to assist the Board in evaluating its compliance with bond requirements in the Housing and Auxiliary Facilities System for the year ended June 30, 2018. The Board’s management is responsible for the Housing and Auxiliary Facilities System financial statements and the underlying accounting records, and for complying with bond requirements. The sufficiency of these procedures is solely the responsibility of the Board’s management. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

Statement of Net Position and Statement of Revenues, Expenses and Changes in Net Position – Agreed-Upon Procedures

a. We obtained the Statement of Net Position and the Statement of Revenues, Expenses and Changes in Net Position for the year ended June 30, 2018, as prepared by management. We agreed the amounts on the statements to management’s worksheets and agreed the amounts on management’s worksheets to the accounts in the Board’s general ledger and other supporting documentation. A materiality limit of 5% was utilized in performing these procedures.

We found no exceptions as a result of these procedures.

b. We traced information in the footnotes to the statements and other supporting documentation.

We found no exceptions as a result of this procedure.

c. We agreed the information in the supplementary schedules to the Board’s general ledger and other supporting documentation. A materiality limit of 5% was utilized in performing this procedure.

We found no exceptions as a result of this procedure.
Compliance – Agreed-Upon Procedures

d. We determined that balances in the Repair and Replacement Reserve Fund for each institution were in compliance with bond covenants at June 30, 2018.

We found no instances of noncompliance as a result of this procedure.

e. We determined that the bond accounts were maintained separately from all other accounts on the accounting system in accordance with bond covenants.

We found no instances of noncompliance as a result of this procedure.

f. We reviewed the Board of Regents meeting minutes for meetings occurring during the fiscal year ended June 30, 2018, and obtained representations from management that none of the facilities of the Auxiliary and Facilities System had been sold or otherwise disposed of contrary to bond covenants as of June 30, 2018.

We found no instances of noncompliance as a result of this procedure.

g. We verified compliance with the rate covenant for each institution which requires the ratio of net revenues to annual debt service to exceed 120%.

We found no instances of noncompliance as a result of this procedure.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review of the compliance with bond requirements or of the Housing and Auxiliary Facilities System – Statement of Net Position and Statement of Revenues, Expenses and Changes in Net Position, the objective of which would be the expression of an opinion or conclusion, respectively, on the compliance with bond requirements or the financial statements referred to above. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of management and members of the Board of Regents and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.

Martin L. Guindon, CPA
Auditor General

November 8, 2018
## SOUTH DAKOTA BOARD OF REGENTS - COMBINED

### HOUSING AND AUXILIARY FACILITIES SYSTEM

#### STATEMENT OF NET POSITION - CASH BASIS

**JUNE 30, 2018**

Unaudited

<table>
<thead>
<tr>
<th></th>
<th>Housing &amp; Auxiliary Facilities Revenue Fund</th>
<th>Bond &amp; Interest Sinking Fund Account</th>
<th>Repair &amp; Replacement Reserve Account</th>
<th>(Memorandum Only) Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assets</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and Investments</td>
<td>$12,727,482.36</td>
<td>$3,521,134.21</td>
<td>$30,308,010.81</td>
<td>$46,556,627.38</td>
</tr>
<tr>
<td>Total Assets</td>
<td>$12,727,482.36</td>
<td>$3,521,134.21</td>
<td>$30,308,010.81</td>
<td>$46,556,627.38</td>
</tr>
<tr>
<td><strong>Net Position</strong></td>
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<tr>
<td>Unrestricted</td>
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<td>$0</td>
<td>$12,896,845.36</td>
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<tr>
<td>Externally restricted (Note 3)</td>
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<td>$3,521,134.21</td>
<td>$17,411,165.45</td>
<td>$20,932,299.66</td>
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<tr>
<td>Total Net Position</td>
<td>$12,727,482.36</td>
<td>$3,521,134.21</td>
<td>$30,308,010.81</td>
<td>$46,556,627.38</td>
</tr>
</tbody>
</table>

*The accompanying notes are an integral part of these financial statements.*
## SOUTH DAKOTA BOARD OF REGENTS - COMBINED
### HOUSING AND AUXILIARY FACILITIES SYSTEM
### STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION - CASH BASIS
### FOR THE YEAR ENDED JUNE 30, 2018
### Unaudited

<table>
<thead>
<tr>
<th>Housing &amp; Auxiliary Facilities Revenue Fund</th>
<th>Bond &amp; Interest Sinking Fund Account</th>
<th>Repair &amp; Replacement Reserve Account</th>
<th>(Memorandum Only) Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues and other additions:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net revenues from bonded facilities (Note 1)</td>
<td>$23,377,848.30</td>
<td>-</td>
<td>$23,377,848.30</td>
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<td>Investment income</td>
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<tr>
<td>Net general activity fee</td>
<td>$9,856,019.00</td>
<td>-</td>
<td>$9,856,019.00</td>
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<td>Proceeds from bond issuance, net (Note 4)</td>
<td>-</td>
<td>$101,095,039.35</td>
<td>$101,095,039.35</td>
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<tr>
<td>Other Income</td>
<td>$657,252.45</td>
<td>$98,236.13</td>
<td>$125,356.54</td>
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<td><strong>Total revenues and other additions</strong></td>
<td>$34,073,783.24</td>
<td>$101,250,415.62</td>
<td>$401,277.31</td>
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<td><strong>Expenses and other deductions:</strong></td>
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<td></td>
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<tr>
<td>Bond principal payments</td>
<td>-</td>
<td>$78,430,000.00</td>
<td>$78,430,000.00</td>
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<tr>
<td>Bond interest expense</td>
<td>-</td>
<td>$15,621,059.59</td>
<td>$15,621,059.59</td>
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<td>Bond issuance costs</td>
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<td>$725,618.43</td>
<td>$725,618.43</td>
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<td>$5,212.50</td>
<td>$5,212.50</td>
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<td>General and administrative expenses</td>
<td>-</td>
<td>-</td>
<td>$6,531,320.10</td>
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<tr>
<td><strong>Total expenses and other deductions</strong></td>
<td>-</td>
<td>$94,781,890.52</td>
<td>$6,531,320.10</td>
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<tr>
<td><strong>Revenues and other additions over (under) expenses and other deductions</strong></td>
<td>34,073,783.24</td>
<td>6,468,525.10</td>
<td>(6,130,042.79)</td>
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<td><strong>Transfers among funds - additions (deductions):</strong></td>
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<tr>
<td>Transfers for bond payments</td>
<td>(22,746,548.94)</td>
<td>22,926,548.94</td>
<td>(180,000.00)</td>
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<td>Transfers for renewal and replacement</td>
<td>(10,139,225.12)</td>
<td>-</td>
<td>10,139,225.12</td>
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<tr>
<td>Other transfers</td>
<td>(344,649.69)</td>
<td>(28,793,249.29)</td>
<td>(957,165.24)</td>
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<td><strong>Total transfers among funds - additions (deductions)</strong></td>
<td>(33,230,423.75)</td>
<td>(5,866,700.35)</td>
<td>9,002,059.88</td>
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<td><strong>Net increase (decrease) in net position</strong></td>
<td>843,359.49</td>
<td>601,824.75</td>
<td>2,872,017.09</td>
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<td>Beginning net position</td>
<td>11,867,910.70</td>
<td>2,919,309.46</td>
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<td>Prior Period Adjustment</td>
<td>16,212.17</td>
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<td>(43,481.00)</td>
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<td><strong>Ending net position</strong></td>
<td>$12,727,482.36</td>
<td>$3,521,134.21</td>
<td>$30,308,010.81</td>
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</tbody>
</table>

**SOUTH DAKOTA BOARD OF REGENTS - COMBINED**

**HOUSING AND AUXILIARY FACILITIES SYSTEM**

**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION - CASH BASIS**

**FOR THE YEAR ENDED JUNE 30, 2018**

**Unaudited**
Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES


The accompanying financial statements have been prepared on the cash basis of accounting and present the financial position and results of financial activity of the System in a format determined by the BOR. The financial statements are not prepared in accordance with generally accepted accounting principles and the notes to the financial statements are not intended to present all disclosures required by generally accepted accounting principles. The significant accounting policies followed are described below.

Revenues from bonded facilities are reported on the Statement of Revenues, Expenses and Changes in Net Position net of maintenance and operating costs. A breakdown of specific revenues and expenses may be found on the supplementary Schedule of Pledged Revenues.

A total column is presented in the statements. The total column includes interfund activity and is not comparable to a consolidated financial statement, but is presented only to facilitate financial analysis.

General Provisions

The Series 2006, Series 2007, Series 2008A, Series 2008B, Series 2009, Series 2011, Series 2013A, Series 2014A, Series 2014B, Series 2015, Series 2016, and Series 2017 Bonds are limited obligations of the BOR issued by the Board of Regents and the State of South Dakota, and are secured under the provisions of the Bond Resolution authorizing their issuance. The Bonds are payable and collectible from student housing fees, and the net revenues of the BOR’s student housing system and certain auxiliary enterprise facilities and certain other sources as shown in the schedule of pledged revenues. These revenues have been pledged to meet the bond obligations. Neither the credit nor the taxing power of the State of South Dakota nor any state agency, instrumentality, or political subdivision thereof is pledged for the payment of the principal, premium, if any, or interest on the Bonds. The Bonds are not general obligations of the State of South Dakota or any agency, instrumentality, or political subdivision thereof. The South Dakota Board of Regents has no taxing power.

Fund Accounting

The assets, liabilities, and net position of the System are reported in three fund groups as follows:

- The Housing and Auxiliary Facilities Revenue Fund is the fund established to collect and record the gross revenue of the auxiliary institutional system. The moneys in the fund shall be applied to pay all necessary operating expenses, which include current maintenance charges, expenses of reasonable upkeep and repairs, properly allocated share of charges for insurance, and all other expenses incidental to the operation of the institutional system, but shall exclude depreciation.

- The Bond and Interest Sinking Fund Account is the fund established to maintain an amount sufficient to equal the interest then due on the bonds issued and one-half of the principal due on the bonds within the next 12 months. Transfers to this fund are due semi-annually on March 25 and September 25.

- The Repair and Replacement Reserve Account is a fund established to maintain an amount equal to the Repair and Replacement Reserve Requirement of each Bond issue. All moneys and investments so held in this account shall be used and held for use to pay the cost of unusual or extraordinary maintenance or repairs, renewals, renovations and replacements, and renovating or replacement of the furniture and equipment not paid as part of the ordinary maintenance and operation of the facilities constituting the related Institutional System.

Other Significant Accounting Policies

Other significant accounting policies are set forth in the financial statements and notes thereto.

Note 2: OUTSTANDING DEBT

The bond principal outstanding at June 30, 2018, was $4,600,000 for Series 2006; $5,495,000 for Series 2007; $2,830,000 for Series 2008A; $3,290,000 for Series 2008B; $2,895,000 for Series 2009; $54,495,000 for Series 2011; $8,740,000 for Series 2013A; $30,695,000 for Series 2014A; $10,790,000 for Series 2014B; $20,555,000 for Series 2015; $19,135,000 for Series 2016; and $88,260,000 for Series 2017

Note 3: RESERVE BALANCE

Bond indentures for the Housing and Auxiliary Facilities System require the establishment of a Repair and Replacement Reserve consisting of 10% of the amount transferred to the Bond and Interest Sinking Fund Account for the Institutional System.
until an amount equal to 5% of the cost of construction, furnishing and equipping of all facilities in such Institutional System has been accumulated. Transfers to the Repair and Replacement Reserve in accordance with the bond indenture requirements are considered Externally Restricted. Balances in Repair and Replacement Reserve Accounts in excess of the transfer requirement are Unrestricted.

Note 4: **BOND PROCEEDS**
The 2017 bonds represent a par balance of $88,260,000 and $12,835,039.35 for bond premium.
SUPPLEMENTARY SCHEDULES

The accompanying supplementary schedules are presented for additional analysis and are not required as part of the financial statements of the Housing and Auxiliary Facilities System of the South Dakota Board of Regents
## SOUTH DAKOTA BOARD OF REGENTS - COMBINED
### HOUSING AND AUXILIARY FACILITIES SYSTEM
### SCHEDULE OF PLEDGED REVENUES - CASH BASIS
### FOR THE YEARS ENDED JUNE 30, 2018 AND 2017
### Unaudited

<table>
<thead>
<tr>
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<th></th>
<th></th>
<th></th>
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<tbody>
<tr>
<td>Bookstore</td>
<td>$4,150,658.73</td>
<td>$4,065,207.26</td>
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<td>$4,562,358.45</td>
<td>$4,172,977.84</td>
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<td>Student Center (Non-GAF)</td>
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<td>1,760,675.21</td>
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<td>Food Service</td>
<td>$29,970,385.52</td>
<td>28,226,600.04</td>
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<td>28,650,676.22</td>
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<td>Residential Living</td>
<td>38,800,740.22</td>
<td>18,345,267.44</td>
<td>20,455,472.78</td>
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<td>17,129,873.60</td>
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<td>Conference Services</td>
<td>39,828.23</td>
<td>14,067.21</td>
<td>25,761.02</td>
<td>71,698.85</td>
<td>41,353.26</td>
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<td>Other Facility Revenue</td>
<td>2,772,811.33</td>
<td>2,029,383.65</td>
<td>743,427.68</td>
<td>2,773,815.08</td>
<td>2,199,135.19</td>
<td>574,679.89</td>
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<tr>
<td>Revenues from facilities</td>
<td>$77,819,049.11</td>
<td>$54,441,200.81</td>
<td>$23,377,848.30</td>
<td>$74,515,849.67</td>
<td>$50,969,168.65</td>
<td>$23,546,681.02</td>
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<td>General Activity Fee</td>
<td>13,018,512.14</td>
<td>3,162,493.14</td>
<td>9,856,019.00</td>
<td>10,048,355.59</td>
<td>3,170,301.49</td>
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<td>Interest from Investments</td>
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<td>515,724.40</td>
<td>548,708.32</td>
<td>-</td>
<td>548,708.32</td>
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<td>Other Revenue</td>
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<td>880,845.12</td>
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<td>Capitalized Interest Applied to Debt Service</td>
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<td>Coverage Ratio</td>
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<td>1.49</td>
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<td>Year</td>
<td>Principal Amount</td>
<td>Interest Amount</td>
<td>Total</td>
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<tr>
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<td>-----------------</td>
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<td>2017</td>
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<td>$23,510,964.26</td>
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<td>2022</td>
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<tr>
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<td>$23,214,362.26</td>
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<td>$19,355,236.26</td>
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<td>$14,878,518.76</td>
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<td>$11,210,806.26</td>
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<td>2042</td>
<td>$1,705,000.00</td>
<td>$68,200.00</td>
<td>$1,773,200.00</td>
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</table>

$273,445,000.00 $141,298,243.68 $414,743,243.68
**SOUTH DAKOTA BOARD OF REGENTS - BLACK HILLS STATE UNIVERSITY**

**HOUSING AND AUXILIARY FACILITIES SYSTEM**

**STATEMENT OF NET POSITION - CASH BASIS**

**JUNE 30, 2018**

Unaudited

<table>
<thead>
<tr>
<th></th>
<th>Housing &amp; Auxiliary Facilities Revenue Fund</th>
<th>Bond &amp; Interest Sinking Fund Account</th>
<th>Repair &amp; Replacement Reserve Account</th>
<th>(Memorandum Only) Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assets</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and Investments</td>
<td>$ 125,884.37</td>
<td>$ 727.66</td>
<td>$ 1,727,815.40</td>
<td>$ 1,854,427.43</td>
</tr>
<tr>
<td>Total Assets</td>
<td>$ 125,884.37</td>
<td>$ 727.66</td>
<td>$ 1,727,815.40</td>
<td>$ 1,854,427.43</td>
</tr>
</tbody>
</table>

| **Net Position**     |                                             |                                     |                                      |                        |
| Unrestricted         | $ 125,884.37                                | $                                   | $                                    | $ 125,884.37          |
| Externally restricted |                                            | $ 727.66                           | $ 1,727,815.40                      | $ 1,728,543.06        |
| Total Net Position   | $ 125,884.37                                | $ 727.66                            | $ 1,727,815.40                      | $ 1,854,427.43        |
## SOUTH DAKOTA BOARD OF REGENTS - BLACK HILLS STATE UNIVERSITY
### HOUSING AND AUXILIARY FACILITIES SYSTEM
#### STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION - CASH BASIS
##### FOR THE YEAR ENDED JUNE 30, 2018
Unaudited

<table>
<thead>
<tr>
<th>Housing &amp; Auxiliary Facilities Revenue Fund</th>
<th>Bond &amp; Interest Sinking Fund Account</th>
<th>Repair &amp; Replacement Reserve Account</th>
<th>(Memorandum Only) Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues and other additions:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net revenues from bonded facilities</td>
<td>$ 2,161,544.53</td>
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<td>$ -</td>
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<tr>
<td>Investment income</td>
<td>548.21</td>
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<td>Net general activity fee</td>
<td>489,271.01</td>
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<td>-</td>
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<td>Total revenues and other additions</td>
<td>2,651,363.75</td>
<td>-</td>
<td>24,364.40</td>
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<td>Expenses and other deductions:</td>
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</tr>
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<td>Bond principal payments</td>
<td>-</td>
<td>1,025,000.00</td>
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<tr>
<td>Bond interest expense</td>
<td>-</td>
<td>723,834.00</td>
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</tr>
<tr>
<td>Trustee fees and bank charges</td>
<td>-</td>
<td>683.34</td>
<td>-</td>
</tr>
<tr>
<td>General and administrative expenses</td>
<td></td>
<td>822,593.61</td>
<td></td>
</tr>
<tr>
<td>Total expenses and other deductions</td>
<td></td>
<td>1,749,517.34</td>
<td>822,593.61</td>
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<tr>
<td>Revenues and other additions over (under)</td>
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</tr>
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<td>expenses and other deductions</td>
<td>2,651,363.75</td>
<td>(1,749,517.34)</td>
<td>(798,229.21)</td>
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<tr>
<td>Transfers among funds - additions (deductions)</td>
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<td></td>
</tr>
<tr>
<td>Transfers for bond payments</td>
<td>(1,750,245.00)</td>
<td>1,750,245.00</td>
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<tr>
<td>Transfers for renewal and replacement</td>
<td>(650,121.01)</td>
<td>-</td>
<td>650,121.01</td>
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<td>Other transfers</td>
<td>(250,000.00)</td>
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<td>(4,795.90)</td>
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<td>Total transfers among funds - additions (deductions)</td>
<td>(2,650,366.01)</td>
<td>1,750,245.00</td>
<td>645,325.11</td>
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<tr>
<td>Net increase (decrease) in net position</td>
<td>997.74</td>
<td>727.66</td>
<td>(152,904.10)</td>
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<td>Beginning net position</td>
<td>170,679.86</td>
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<td>1,880,719.50</td>
</tr>
<tr>
<td>Prior period adjustment</td>
<td>(45,793.23)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Ending net position</td>
<td>$ 125,884.37</td>
<td>$ 727.66</td>
<td>$ 1,727,815.40</td>
</tr>
</tbody>
</table>
### SOUTH DAKOTA BOARD OF REGENTS - BLACK HILLS STATE UNIVERSITY

#### HOUSING AND AUXILIARY FACILITIES SYSTEM

#### SCHEDULE OF PLEDGED REVENUES - CASH BASIS

FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

Unaudited

<table>
<thead>
<tr>
<th></th>
<th>Gross Revenues</th>
<th>Operating Costs</th>
<th>Net Revenues</th>
<th>Maintenance and Operating Costs</th>
<th>Pledged</th>
<th>Gross Revenues</th>
<th>Operating Costs</th>
<th>Net Revenues</th>
<th>Maintenance and Operating Costs</th>
<th>Pledged</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bookstore</strong></td>
<td>1,601,398.50</td>
<td>1,510,406.13</td>
<td>90,992.37</td>
<td></td>
<td></td>
<td>1,708,902.85</td>
<td>1,614,334.79</td>
<td>94,568.06</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Student Center (Non-GAF)</strong></td>
<td>5,230.17</td>
<td>1,350.66</td>
<td>3,879.51</td>
<td></td>
<td></td>
<td>5,635.85</td>
<td>3,568.92</td>
<td>2,066.93</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Food Service</strong></td>
<td>2,149,086.18</td>
<td>1,776,328.60</td>
<td>372,757.58</td>
<td></td>
<td></td>
<td>2,020,877.86</td>
<td>1,666,236.22</td>
<td>354,641.64</td>
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<td></td>
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<tr>
<td><strong>Residential Living</strong></td>
<td>2,909,766.13</td>
<td>1,333,117.77</td>
<td>1,576,648.36</td>
<td></td>
<td></td>
<td>2,820,338.69</td>
<td>1,277,850.98</td>
<td>1,542,487.71</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Conference Services</strong></td>
<td>10,602.09</td>
<td>(3,625.64)</td>
<td>14,227.73</td>
<td></td>
<td></td>
<td>36,113.31</td>
<td>14,935.65</td>
<td>21,177.66</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other Facility Revenue</strong></td>
<td>152,154.74</td>
<td>49,115.76</td>
<td>103,038.98</td>
<td></td>
<td></td>
<td>171,411.87</td>
<td>34,942.04</td>
<td>136,469.83</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Revenues from facilities</strong></td>
<td>6,828,237.81</td>
<td>4,666,693.28</td>
<td>2,161,544.53</td>
<td></td>
<td></td>
<td>6,763,280.43</td>
<td>4,611,868.60</td>
<td>2,151,411.83</td>
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<tr>
<td><strong>General Activity Fee</strong></td>
<td>1,006,425.71</td>
<td>517,154.70</td>
<td>489,271.01</td>
<td></td>
<td></td>
<td>952,119.40</td>
<td>558,682.04</td>
<td>393,437.36</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Interest from Investments</strong></td>
<td>24,912.61</td>
<td>-</td>
<td>24,912.61</td>
<td></td>
<td></td>
<td>36,440.64</td>
<td>-</td>
<td>36,440.64</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>7,859,576.13</td>
<td>5,183,847.98</td>
<td>2,675,728.15</td>
<td></td>
<td></td>
<td>7,751,840.47</td>
<td>5,170,550.64</td>
<td>2,581,289.83</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Annual Debt Service**

- **2018**: $1,748,834.00
- **2017**: $1,742,841.00

**Coverage Ratio**

- **2018**: 1.53
- **2017**: 1.48
<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount</th>
<th>Interest Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>980,000.00</td>
<td>762,841.00</td>
<td>1,742,841.00</td>
</tr>
<tr>
<td>2018</td>
<td>1,025,000.00</td>
<td>723,834.00</td>
<td>1,748,834.00</td>
</tr>
<tr>
<td>2019</td>
<td>1,055,000.00</td>
<td>683,049.00</td>
<td>1,738,049.00</td>
</tr>
<tr>
<td>2020</td>
<td>1,100,000.00</td>
<td>641,082.00</td>
<td>1,741,082.00</td>
</tr>
<tr>
<td>2021</td>
<td>1,145,000.00</td>
<td>591,137.00</td>
<td>1,736,137.00</td>
</tr>
<tr>
<td>2022</td>
<td>1,210,000.00</td>
<td>539,013.00</td>
<td>1,749,013.00</td>
</tr>
<tr>
<td>2023</td>
<td>1,255,000.00</td>
<td>484,014.00</td>
<td>1,739,014.00</td>
</tr>
<tr>
<td>2024</td>
<td>995,000.00</td>
<td>426,836.00</td>
<td>1,421,836.00</td>
</tr>
<tr>
<td>2025</td>
<td>1,035,000.00</td>
<td>383,033.00</td>
<td>1,418,033.00</td>
</tr>
<tr>
<td>2026</td>
<td>1,080,000.00</td>
<td>337,355.00</td>
<td>1,417,355.00</td>
</tr>
<tr>
<td>2027</td>
<td>835,000.00</td>
<td>289,651.00</td>
<td>1,124,651.00</td>
</tr>
<tr>
<td>2028</td>
<td>870,000.00</td>
<td>256,402.00</td>
<td>1,126,402.00</td>
</tr>
<tr>
<td>2029</td>
<td>905,000.00</td>
<td>221,880.00</td>
<td>1,126,880.00</td>
</tr>
<tr>
<td>2030</td>
<td>345,000.00</td>
<td>195,875.00</td>
<td>540,875.00</td>
</tr>
<tr>
<td>2031</td>
<td>360,000.00</td>
<td>180,350.00</td>
<td>540,350.00</td>
</tr>
<tr>
<td>2032</td>
<td>375,000.00</td>
<td>164,150.00</td>
<td>539,150.00</td>
</tr>
<tr>
<td>2033</td>
<td>390,000.00</td>
<td>147,275.00</td>
<td>537,275.00</td>
</tr>
<tr>
<td>2034</td>
<td>410,000.00</td>
<td>129,725.00</td>
<td>539,725.00</td>
</tr>
<tr>
<td>2035</td>
<td>430,000.00</td>
<td>110,762.50</td>
<td>540,762.50</td>
</tr>
<tr>
<td>2036</td>
<td>450,000.00</td>
<td>90,875.00</td>
<td>540,875.00</td>
</tr>
<tr>
<td>2037</td>
<td>470,000.00</td>
<td>70,062.50</td>
<td>540,062.50</td>
</tr>
<tr>
<td>2038</td>
<td>490,000.00</td>
<td>47,737.50</td>
<td>537,737.50</td>
</tr>
<tr>
<td>2039</td>
<td>515,000.00</td>
<td>24,462.50</td>
<td>539,462.50</td>
</tr>
</tbody>
</table>

$17,725,000.00 $7,501,402.00 $25,226,402.00
### SOUTH DAKOTA BOARD OF REGENTS - DAKOTA STATE UNIVERSITY

#### HOUSING AND AUXILIARY FACILITIES SYSTEM

#### STATEMENT OF NET POSITION - CASH BASIS

**JUNE 30, 2018**

**Unaudited**

<table>
<thead>
<tr>
<th>Assets</th>
<th>Housing &amp; Auxiliary Facilities Revenue Fund</th>
<th>Bond &amp; Interest Sinking Fund Account</th>
<th>Repair &amp; Replacement Reserve Account</th>
<th>(Memorandum Only) Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and Investments</td>
<td>$ 480,929.60</td>
<td>$ 263,966.21</td>
<td>$ 1,141,628.55</td>
<td>$ 1,886,524.36</td>
</tr>
<tr>
<td>Total Assets</td>
<td>$ 480,929.60</td>
<td>$ 263,966.21</td>
<td>$ 1,141,628.55</td>
<td>$ 1,886,524.36</td>
</tr>
</tbody>
</table>

| Net Position | | | |
| Unrestricted | $ 480,929.60 | $ - | $ 279,117.55 | $ 760,047.15 |
| Externally restricted | - | $ 263,966.21 | $ 862,511.00 | $ 1,126,477.21 |
| Total Net Position | $ 480,929.60 | $ 263,966.21 | $ 1,141,628.55 | $ 1,886,524.36 |
**SOUTH DAKOTA BOARD OF REGENTS - DAKOTA STATE UNIVERSITY**  
**HOUSING AND AUXILIARY FACILITIES SYSTEM**  
**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION - CASH BASIS**  
**FOR THE YEAR ENDED JUNE 30, 2018**  
**Unaudited**

<table>
<thead>
<tr>
<th>Revenues and other additions:</th>
<th>Housing &amp; Auxiliary Facilities Revenue Fund</th>
<th>Bond &amp; Interest Sinking Fund Account</th>
<th>Repair &amp; Replacement Reserve Account</th>
<th>(Memorandum Only) Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net revenues from bonded facilities</td>
<td>$1,454,993.52</td>
<td>$ -</td>
<td>$ -</td>
<td>$1,454,993.52</td>
</tr>
<tr>
<td>Investment income</td>
<td>7,625.59</td>
<td>10,197.22</td>
<td>22,013.18</td>
<td>39,835.99</td>
</tr>
<tr>
<td>Net general activity fee</td>
<td>423,123.47</td>
<td>-</td>
<td>-</td>
<td>423,123.47</td>
</tr>
<tr>
<td><strong>Total revenues and other additions</strong></td>
<td>1,885,742.58</td>
<td>10,197.22</td>
<td>22,013.18</td>
<td>1,917,952.98</td>
</tr>
</tbody>
</table>

| Expenses and other deductions: | | | | |
| Bond principal payments | - | 650,000.00 | - | 650,000.00 |
| Bond interest expense | - | 719,266.00 | - | 719,266.00 |
| Trustee fees and bank charges | - | 516.67 | - | 516.67 |
| General and administrative expenses | - | - | 591,471.66 | 591,471.66 |
| **Total expenses and other deductions** | - | 1,369,782.67 | 591,471.66 | 1,961,254.33 |

| Revenues and other additions over (under) expenses and other deductions | 1,885,742.58 | (1,359,585.45) | (569,458.48) | (43,301.35) |

| Transfers among funds - additions (deductions) | | | | |
| Transfers for bond payments | (1,369,532.67) | 1,369,532.67 | - | - |
| Transfers for renewal and replacement | (380,000.00) | - | 380,000.00 | - |
| Other transfers | (160,000.00) | - | (702,000.00) | (862,000.00) |
| **Total transfers among funds - additions (deductions)** | (1,909,532.67) | 1,369,532.67 | (322,000.00) | (862,000.00) |

| Net increase (decrease) in net position | (23,790.09) | 9,947.22 | (891,458.48) | (905,301.35) |

| Beginning net position | 503,464.35 | 254,018.99 | 2,033,087.03 | 2,790,570.37 |
| Prior period adjustment | 1,255.34 | - | - | 1,255.34 |
| **Ending net position** | $480,929.60 | $263,966.21 | $1,141,628.55 | $1,886,524.36 |
## SOUTH DAKOTA BOARD OF REGENTS - DAKOTA STATE UNIVERSITY

**HOUSING AND AUXILIARY FACILITIES SYSTEM**

**SCHEDULE OF PLEDGED REVENUES - CASH BASIS**

**FOR THE YEARS ENDED JUNE 30, 2018 AND 2017**

Unaudited

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Gross Revenues</td>
<td>Maintenance and Operating Costs</td>
</tr>
<tr>
<td>Student Center (Non-GAF)</td>
<td>$ 17.50</td>
<td>$ -</td>
</tr>
<tr>
<td>Food Service</td>
<td>$ 2,368,201.38</td>
<td>$ 2,214,868.79</td>
</tr>
<tr>
<td>Residential Living</td>
<td>$ 2,243,996.82</td>
<td>$ 942,353.39</td>
</tr>
<tr>
<td>Revenues from facilities</td>
<td>$ 4,612,215.70</td>
<td>$ 3,157,222.18</td>
</tr>
<tr>
<td>General Activity Fee</td>
<td>$ 637,751.26</td>
<td>$ 214,627.79</td>
</tr>
<tr>
<td>Interest from Investments</td>
<td>$ 39,835.99</td>
<td>$ -</td>
</tr>
<tr>
<td>Capitalized Interest Applied to Debt Service</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$ 5,289,802.95</td>
<td>$ 3,371,849.97</td>
</tr>
<tr>
<td>Annual Debt Service</td>
<td>$ 1,369,266.00</td>
<td>$ -</td>
</tr>
<tr>
<td>Coverage Ratio</td>
<td>1.40</td>
<td></td>
</tr>
</tbody>
</table>

**ATTACHMENT I**
### SOUTH DAKOTA BOARD OF REGENTS - DAKOTA STATE UNIVERSITY

**HOUSING AND AUXILIARY FACILITIES SYSTEM**

**DEBT SERVICE SCHEDULE**

**FOR THE YEAR ENDED JUNE 30, 2018**

*Unaudited*

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount</th>
<th>Interest Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>$470,000.00</td>
<td>$736,831.00</td>
<td>$1,206,831.00</td>
</tr>
<tr>
<td>2018</td>
<td>650,000.00</td>
<td>719,266.00</td>
<td>1,369,266.00</td>
</tr>
<tr>
<td>2019</td>
<td>675,000.00</td>
<td>693,566.00</td>
<td>1,368,566.00</td>
</tr>
<tr>
<td>2020</td>
<td>700,000.00</td>
<td>664,128.00</td>
<td>1,364,128.00</td>
</tr>
<tr>
<td>2021</td>
<td>735,000.00</td>
<td>632,096.00</td>
<td>1,367,096.00</td>
</tr>
<tr>
<td>2022</td>
<td>775,000.00</td>
<td>598,426.00</td>
<td>1,373,426.00</td>
</tr>
<tr>
<td>2023</td>
<td>805,000.00</td>
<td>562,868.00</td>
<td>1,367,868.00</td>
</tr>
<tr>
<td>2024</td>
<td>845,000.00</td>
<td>525,825.00</td>
<td>1,370,825.00</td>
</tr>
<tr>
<td>2025</td>
<td>890,000.00</td>
<td>487,047.00</td>
<td>1,377,047.00</td>
</tr>
<tr>
<td>2026</td>
<td>725,000.00</td>
<td>446,187.00</td>
<td>1,171,187.00</td>
</tr>
<tr>
<td>2027</td>
<td>755,000.00</td>
<td>413,689.00</td>
<td>1,168,689.00</td>
</tr>
<tr>
<td>2028</td>
<td>790,000.00</td>
<td>379,803.00</td>
<td>1,169,803.00</td>
</tr>
<tr>
<td>2029</td>
<td>475,000.00</td>
<td>344,335.00</td>
<td>819,335.00</td>
</tr>
<tr>
<td>2030</td>
<td>465,000.00</td>
<td>325,850.00</td>
<td>790,850.00</td>
</tr>
<tr>
<td>2031</td>
<td>490,000.00</td>
<td>307,250.00</td>
<td>797,250.00</td>
</tr>
<tr>
<td>2032</td>
<td>515,000.00</td>
<td>282,750.00</td>
<td>797,750.00</td>
</tr>
<tr>
<td>2033</td>
<td>540,000.00</td>
<td>257,000.00</td>
<td>797,000.00</td>
</tr>
<tr>
<td>2034</td>
<td>565,000.00</td>
<td>230,000.00</td>
<td>795,000.00</td>
</tr>
<tr>
<td>2035</td>
<td>590,000.00</td>
<td>201,750.00</td>
<td>791,750.00</td>
</tr>
<tr>
<td>2036</td>
<td>625,000.00</td>
<td>172,250.00</td>
<td>797,250.00</td>
</tr>
<tr>
<td>2037</td>
<td>655,000.00</td>
<td>141,000.00</td>
<td>796,000.00</td>
</tr>
<tr>
<td>2038</td>
<td>690,000.00</td>
<td>108,250.00</td>
<td>798,250.00</td>
</tr>
<tr>
<td>2039</td>
<td>720,000.00</td>
<td>73,750.00</td>
<td>793,750.00</td>
</tr>
<tr>
<td>2040</td>
<td>755,000.00</td>
<td>37,750.00</td>
<td>792,750.00</td>
</tr>
</tbody>
</table>

$15,900,000.00 $9,341,667.00 $25,241,667.00
### Housing & Auxiliary Facilities

**Revenue Fund**

<table>
<thead>
<tr>
<th>Cash and Investments</th>
<th>$1,767,778.96</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Assets</td>
<td>$1,767,778.96</td>
</tr>
</tbody>
</table>

### Bond & Interest Sinking Fund Account

<table>
<thead>
<tr>
<th>Cash and Investments</th>
<th>$548,327.49</th>
</tr>
</thead>
</table>

### Repair & Replacement Reserve Account

<table>
<thead>
<tr>
<th>Cash and Investments</th>
<th>$2,504,593.88</th>
</tr>
</thead>
</table>

### Total

| Cash and Investments | $4,820,700.33 |

---

### Net Position

**Unrestricted**

<table>
<thead>
<tr>
<th>Cash and Investments</th>
<th>$1,767,778.96</th>
</tr>
</thead>
</table>

**Externally restricted**

<table>
<thead>
<tr>
<th>Cash and Investments</th>
<th>$548,327.49</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and Investments</td>
<td>$1,365,307.00</td>
</tr>
</tbody>
</table>

### Total Net Position

| Cash and Investments | $4,820,700.33 |

---

**South Dakota Board of Regents - Northern State University**

**Housing and Auxiliary Facilities System**

**Statement of Net Position - Cash Basis**

**June 30, 2018**

**Unaudited**
**SOUTH DAKOTA BOARD OF REGENTS - NORTHERN STATE UNIVERSITY**

**HOUSING AND AUXILIARY FACILITIES SYSTEM**

**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION - CASH BASIS**

**FOR THE YEAR ENDED JUNE 30, 2018**

Unaudited

<table>
<thead>
<tr>
<th>Housing &amp; Auxiliary Facilities Revenue Fund</th>
<th>Bond &amp; Interest Sinking Fund Account</th>
<th>Repair &amp; Replacement Reserve Account</th>
<th>(Memorandum Only) Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net revenues from bonded facilities</td>
<td>$ 1,461,697.08</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Investment income</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Net general activity fee</td>
<td>$ 430,000.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Proceeds from bond issuance, net</td>
<td>-</td>
<td>$ 1,074,605.40</td>
<td>-</td>
</tr>
<tr>
<td>Other income</td>
<td>-</td>
<td>$ 11,389.18</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total revenues and other additions</strong></td>
<td>$ 1,891,697.08</td>
<td>$ 1,085,994.58</td>
<td>$ 48,529.64</td>
</tr>
<tr>
<td>Bond principal payments</td>
<td>-</td>
<td>$ 1,635,000.00</td>
<td>-</td>
</tr>
<tr>
<td>Bond interest expense</td>
<td>-</td>
<td>$ 819,557.99</td>
<td>-</td>
</tr>
<tr>
<td>Bond issuance costs</td>
<td>-</td>
<td>$ 8,015.66</td>
<td>-</td>
</tr>
<tr>
<td>Trustee fees and bank charges</td>
<td>-</td>
<td>$ 662.50</td>
<td>-</td>
</tr>
<tr>
<td>General and administrative expenses</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total expenses and other deductions</strong></td>
<td>-</td>
<td>$ 2,463,236.15</td>
<td>$ 412,245.13</td>
</tr>
<tr>
<td>Revenues and other additions over (under)  expenses and other deductions</td>
<td>$ 1,891,697.08</td>
<td>(1,377,241.57)</td>
<td>(363,715.49)</td>
</tr>
<tr>
<td>Transfers among funds - additions (deductions)</td>
<td>(1,480,518.52)</td>
<td>1,433,469.52</td>
<td>297,471.85</td>
</tr>
<tr>
<td>Transfers for bond payments</td>
<td>(1,433,469.52)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transfers for renewal and replacement</td>
<td>(47,049.00)</td>
<td>-</td>
<td>47,049.00</td>
</tr>
<tr>
<td>Other transfers</td>
<td>-</td>
<td>-</td>
<td>250,422.85</td>
</tr>
<tr>
<td><strong>Total transfers among funds - additions (deductions)</strong></td>
<td>(1,480,518.52)</td>
<td>1,433,469.52</td>
<td>297,471.85</td>
</tr>
<tr>
<td>Net increase (decrease) in net position</td>
<td>$ 411,178.56</td>
<td>$ 56,227.95</td>
<td>(66,243.64)</td>
</tr>
<tr>
<td>Beginning net position</td>
<td>1,356,600.40</td>
<td>492,099.54</td>
<td>2,570,837.52</td>
</tr>
<tr>
<td><strong>Ending net position</strong></td>
<td>$ 1,767,778.96</td>
<td>$ 548,327.49</td>
<td>$ 2,504,593.88</td>
</tr>
</tbody>
</table>

**ATTACHMENT I**
## SOUTH DAKOTA BOARD OF REGENTS - NORTHERN STATE UNIVERSITY
### HOUSING AND AUXILIARY FACILITIES SYSTEM
### SCHEDULE OF PLEDGED REVENUES - CASH BASIS
### FOR THE YEARS ENDED JUNE 30, 2018 AND 2017
### Unaudited

<table>
<thead>
<tr>
<th>Division</th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Gross Revenues</td>
<td>Gross Revenues</td>
</tr>
<tr>
<td>Bookstore</td>
<td>$958,546.35</td>
<td>$1,064,900.50</td>
</tr>
<tr>
<td>Student Center (Non-GAF)</td>
<td>$7,792.42</td>
<td>$1,030.09</td>
</tr>
<tr>
<td>Food Service</td>
<td>$2,260,078.66</td>
<td>$2,059,239.25</td>
</tr>
<tr>
<td>Residential Living</td>
<td>$2,715,696.18</td>
<td>$2,196,577.97</td>
</tr>
<tr>
<td>Total</td>
<td>$6,652,032.43</td>
<td>$6,145,814.15</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Maintenance and Operating Costs</th>
<th>Net Revenues</th>
<th>Maintenance and Operating Costs</th>
<th>Net Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bookstore</td>
<td>$996,176.58</td>
<td>($37,630.23)</td>
<td>$1,030.09</td>
<td>$71,187.66</td>
</tr>
<tr>
<td>Student Center (Non-GAF)</td>
<td>$71,833.56</td>
<td>($64,041.14)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food Service</td>
<td>$2,020,928.91</td>
<td>$239,149.75</td>
<td>$1,816,373.84</td>
<td>$242,865.41</td>
</tr>
<tr>
<td>Residential Living</td>
<td>$1,391,477.48</td>
<td>$1,324,218.70</td>
<td>$2,138,791.31</td>
<td>$957,786.66</td>
</tr>
<tr>
<td>Total</td>
<td>$4,700,416.53</td>
<td>$1,951,615.90</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues from facilities</td>
<td>$5,942,113.61</td>
<td>$5,321,747.81</td>
</tr>
<tr>
<td>General Activity Fee</td>
<td>$650,000.00</td>
<td>$673,877.70</td>
</tr>
<tr>
<td>Interest from Investments</td>
<td>$48,529.64</td>
<td>$48,379.36</td>
</tr>
<tr>
<td>Capitalized Interest Applied to Debt Service</td>
<td>$11,389.18</td>
<td>$21,892.61</td>
</tr>
<tr>
<td>Total</td>
<td>$6,652,032.43</td>
<td>$6,145,814.15</td>
</tr>
</tbody>
</table>

### Annual Debt Service
- **2018**: $1,387,968.35
- **2017**: $1,026,882.93

### Coverage Ratio
- **2018**: 1.41
- **2017**: 1.73
<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount</th>
<th>Interest Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>$445,000.00</td>
<td>$581,882.93</td>
<td>$1,026,882.93</td>
</tr>
<tr>
<td>2018</td>
<td>635,000.00</td>
<td>752,968.35</td>
<td>1,387,968.35</td>
</tr>
<tr>
<td>2019</td>
<td>670,000.00</td>
<td>731,163.76</td>
<td>1,401,163.76</td>
</tr>
<tr>
<td>2020</td>
<td>685,000.00</td>
<td>703,386.26</td>
<td>1,388,386.26</td>
</tr>
<tr>
<td>2021</td>
<td>705,000.00</td>
<td>673,456.26</td>
<td>1,378,456.26</td>
</tr>
<tr>
<td>2022</td>
<td>745,000.00</td>
<td>642,276.26</td>
<td>1,387,276.26</td>
</tr>
<tr>
<td>2023</td>
<td>785,000.00</td>
<td>607,218.76</td>
<td>1,392,218.76</td>
</tr>
<tr>
<td>2024</td>
<td>815,000.00</td>
<td>570,261.26</td>
<td>1,385,261.26</td>
</tr>
<tr>
<td>2025</td>
<td>855,000.00</td>
<td>529,826.26</td>
<td>1,384,826.26</td>
</tr>
<tr>
<td>2026</td>
<td>905,000.00</td>
<td>490,645.00</td>
<td>1,395,645.00</td>
</tr>
<tr>
<td>2027</td>
<td>940,000.00</td>
<td>448,795.00</td>
<td>1,388,795.00</td>
</tr>
<tr>
<td>2028</td>
<td>990,000.00</td>
<td>402,155.00</td>
<td>1,392,155.00</td>
</tr>
<tr>
<td>2029</td>
<td>950,000.00</td>
<td>353,037.50</td>
<td>1,303,037.50</td>
</tr>
<tr>
<td>2030</td>
<td>645,000.00</td>
<td>305,537.50</td>
<td>950,537.50</td>
</tr>
<tr>
<td>2031</td>
<td>670,000.00</td>
<td>276,087.50</td>
<td>946,087.50</td>
</tr>
<tr>
<td>2032</td>
<td>705,000.00</td>
<td>242,587.50</td>
<td>947,587.50</td>
</tr>
<tr>
<td>2033</td>
<td>740,000.00</td>
<td>209,775.00</td>
<td>949,775.00</td>
</tr>
<tr>
<td>2034</td>
<td>765,000.00</td>
<td>175,325.00</td>
<td>940,325.00</td>
</tr>
<tr>
<td>2035</td>
<td>715,000.00</td>
<td>142,612.50</td>
<td>857,612.50</td>
</tr>
<tr>
<td>2036</td>
<td>745,000.00</td>
<td>112,643.76</td>
<td>857,643.76</td>
</tr>
<tr>
<td>2037</td>
<td>375,000.00</td>
<td>81,400.00</td>
<td>456,400.00</td>
</tr>
<tr>
<td>2038</td>
<td>390,000.00</td>
<td>50,800.00</td>
<td>450,800.00</td>
</tr>
<tr>
<td>2039</td>
<td>395,000.00</td>
<td>34,600.00</td>
<td>429,600.00</td>
</tr>
<tr>
<td>2040</td>
<td>390,000.00</td>
<td>17,600.00</td>
<td>407,600.00</td>
</tr>
<tr>
<td>2041</td>
<td>440,000.00</td>
<td>50,800.00</td>
<td>490,800.00</td>
</tr>
</tbody>
</table>

$17,145,000.00    $9,202,441.36    $26,347,441.36
# Housing and Auxiliary Facilities System

## Statement of Net Position - Cash Basis

### June 30, 2018

Unaudited

<table>
<thead>
<tr>
<th>Assets</th>
<th>Housing &amp; Auxiliary Facilities Revenue Fund</th>
<th>Bond &amp; Interest Sinking Fund Account</th>
<th>Repair &amp; Replacement Reserve Account</th>
<th>(Memorandum Only) Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and Investments</td>
<td>$624,352.66</td>
<td>$2,708,012.85</td>
<td>$3,839,072.09</td>
<td>$7,171,437.60</td>
</tr>
<tr>
<td>Total Assets</td>
<td>$624,352.66</td>
<td>$2,708,012.85</td>
<td>$3,839,072.09</td>
<td>$7,171,437.60</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Net Position</th>
<th>Housing &amp; Auxiliary Facilities Revenue Fund</th>
<th>Bond &amp; Interest Sinking Fund Account</th>
<th>Repair &amp; Replacement Reserve Account</th>
<th>(Memorandum Only) Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unrestricted</td>
<td>$624,352.66</td>
<td>$-</td>
<td>$1,726,676.09</td>
<td>$2,351,028.75</td>
</tr>
<tr>
<td>Externally restricted</td>
<td>$-</td>
<td>$2,708,012.85</td>
<td>$2,112,396.00</td>
<td>$4,820,408.85</td>
</tr>
<tr>
<td>Total Net Position</td>
<td>$624,352.66</td>
<td>$2,708,012.85</td>
<td>$3,839,072.09</td>
<td>$7,171,437.60</td>
</tr>
</tbody>
</table>
SOUTH DAKOTA BOARD OF REGENTS - SOUTH DAKOTA SCHOOL OF MINES AND TECHNOLOGY
HOUSING AND AUXILIARY FACILITIES SYSTEM
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION - CASH BASIS
FOR THE YEAR ENDED JUNE 30, 2018
Unaudited

<table>
<thead>
<tr>
<th>Housing &amp; Auxiliary Facilities Revenue Fund</th>
<th>Bond &amp; Interest Sinking Fund Account</th>
<th>Repair &amp; Replacement Reserve Account</th>
<th>(Memorandum Only) Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net revenues from bonded facilities $1,117,047.19</td>
<td>$ -</td>
<td>$ -</td>
<td>$1,117,047.19</td>
</tr>
<tr>
<td>Investment income 26,098.41</td>
<td>16,707.66</td>
<td>58,501.34</td>
<td>101,307.41</td>
</tr>
<tr>
<td>Net general activity fee 1,561,905.03</td>
<td>-</td>
<td>-</td>
<td>1,561,905.03</td>
</tr>
<tr>
<td>Proceeds from bond issuance, net -</td>
<td>19,044,431.15</td>
<td>-</td>
<td>19,044,431.15</td>
</tr>
<tr>
<td>Other income -</td>
<td>86,846.95</td>
<td>125,356.54</td>
<td>212,203.49</td>
</tr>
<tr>
<td><strong>Total revenues and other additions</strong> $2,705,050.63</td>
<td>19,147,985.76</td>
<td>183,857.88</td>
<td>22,036,894.27</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses and other deductions:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond principal payments -</td>
</tr>
<tr>
<td>Bond interest expense -</td>
</tr>
<tr>
<td>Bond issuance costs -</td>
</tr>
<tr>
<td>Trustee fees and bank charges -</td>
</tr>
<tr>
<td>General and administrative expenses -</td>
</tr>
<tr>
<td><strong>Total expenses and other deductions</strong> -</td>
</tr>
</tbody>
</table>

| Revenues and other additions over (under) expenses and other deductions | $2,705,050.63 | 8,732,304.52 | (912,553.00) | 10,524,802.15 |

<table>
<thead>
<tr>
<th>Transfers among funds - additions (deductions):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfers for bond payments (2,412,838.00)</td>
</tr>
<tr>
<td>Transfers for renewal and replacement (388,617.43)</td>
</tr>
<tr>
<td>Other transfers 500,000.00</td>
</tr>
<tr>
<td><strong>Total transfers among funds - additions (deductions)</strong> (2,301,455.43)</td>
</tr>
</tbody>
</table>

| Net increase (decrease) in net position | 403,595.20 | 534,822.52 | (1,204,727.76) | (266,310.04) |

| Beginning net position | 221,043.40 | 2,173,190.33 | 5,043,799.85 | 7,438,033.58 |

| Prior Period Adjustment (285.94) | - | - | (285.94) |

| Ending net position | $624,352.66 | $2,708,012.85 | $3,839,072.09 | $7,171,437.60 |
## SOUTH DAKOTA BOARD OF REGENTS - SOUTH DAKOTA SCHOOL OF MINES AND TECHNOLOGY

### HOUSING AND AUXILIARY FACILITIES SYSTEM

#### SCHEDULE OF PLEDGED REVENUES - CASH BASIS

**FOR THE YEARS ENDED JUNE 30, 2018 AND 2017**

**Unaudited**

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Gross Revenues</td>
<td>Maintenance and Operating Costs</td>
</tr>
<tr>
<td>Bookstore</td>
<td>$1,590,713.88</td>
<td>$1,558,624.55</td>
</tr>
<tr>
<td>Student Center (Non-GAF)</td>
<td>8,566.77</td>
<td>4,779.75</td>
</tr>
<tr>
<td>Food Service</td>
<td>2,952,466.08</td>
<td>2,899,984.72</td>
</tr>
<tr>
<td>Residential Living</td>
<td>2,679,091.06</td>
<td>1,287,877.87</td>
</tr>
<tr>
<td>Conference Services</td>
<td>29,226.14</td>
<td>17,692.85</td>
</tr>
<tr>
<td>Other Facility Revenue</td>
<td>-</td>
<td>374,057.00</td>
</tr>
<tr>
<td>Revenues from facilities</td>
<td>7,260,063.93</td>
<td>6,143,016.74</td>
</tr>
<tr>
<td>General Activity Fee</td>
<td>2,047,045.09</td>
<td>485,140.06</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>212,203.49</td>
<td>-</td>
</tr>
<tr>
<td>Total</td>
<td>$9,620,619.92</td>
<td>$6,628,156.80</td>
</tr>
<tr>
<td>Annual Debt Service</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coverage Ratio</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SOUTH DAKOTA BOARD OF REGENTS - SOUTH DAKOTA SCHOOL OF MINES AND TECHNOLOGY
HOUSING AND AUXILIARY FACILITIES SYSTEM
DEBT SERVICE SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2018
Unaudited

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount</th>
<th>Interest Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>$940,000.00</td>
<td>$1,234,881.28</td>
<td>$2,174,881.28</td>
</tr>
<tr>
<td>2018</td>
<td>$980,000.00</td>
<td>$1,181,767.77</td>
<td>$2,161,767.77</td>
</tr>
<tr>
<td>2019</td>
<td>$1,245,000.00</td>
<td>$1,473,012.50</td>
<td>$2,718,012.50</td>
</tr>
<tr>
<td>2020</td>
<td>$1,235,000.00</td>
<td>$1,419,620.00</td>
<td>$2,654,620.00</td>
</tr>
<tr>
<td>2021</td>
<td>$1,285,000.00</td>
<td>$1,364,510.00</td>
<td>$2,649,510.00</td>
</tr>
<tr>
<td>2022</td>
<td>$1,355,000.00</td>
<td>$1,301,295.00</td>
<td>$2,656,295.00</td>
</tr>
<tr>
<td>2023</td>
<td>$1,415,000.00</td>
<td>$1,234,625.00</td>
<td>$2,649,625.00</td>
</tr>
<tr>
<td>2024</td>
<td>$1,490,000.00</td>
<td>$1,165,022.50</td>
<td>$2,655,022.50</td>
</tr>
<tr>
<td>2025</td>
<td>$1,565,000.00</td>
<td>$1,091,715.00</td>
<td>$2,656,715.00</td>
</tr>
<tr>
<td>2026</td>
<td>$1,640,000.00</td>
<td>$1,014,702.50</td>
<td>$2,654,702.50</td>
</tr>
<tr>
<td>2027</td>
<td>$1,715,000.00</td>
<td>$934,007.50</td>
<td>$2,649,007.50</td>
</tr>
<tr>
<td>2028</td>
<td>$1,805,000.00</td>
<td>$852,207.50</td>
<td>$2,657,207.50</td>
</tr>
<tr>
<td>2029</td>
<td>$1,560,000.00</td>
<td>$766,125.00</td>
<td>$2,326,125.00</td>
</tr>
<tr>
<td>2030</td>
<td>$1,630,000.00</td>
<td>$689,550.00</td>
<td>$2,319,550.00</td>
</tr>
<tr>
<td>2031</td>
<td>$1,705,000.00</td>
<td>$609,525.00</td>
<td>$2,314,525.00</td>
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<tr>
<td>2032</td>
<td>$1,790,000.00</td>
<td>$525,825.00</td>
<td>$2,315,825.00</td>
</tr>
<tr>
<td>2033</td>
<td>$1,880,000.00</td>
<td>$437,950.00</td>
<td>$2,317,950.00</td>
</tr>
<tr>
<td>2034</td>
<td>$1,450,000.00</td>
<td>$345,650.00</td>
<td>$1,795,650.00</td>
</tr>
<tr>
<td>2035</td>
<td>$855,000.00</td>
<td>$274,481.26</td>
<td>$1,129,481.26</td>
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<tr>
<td>2036</td>
<td>$890,000.00</td>
<td>$237,968.76</td>
<td>$1,127,968.76</td>
</tr>
<tr>
<td>2037</td>
<td>$930,000.00</td>
<td>$199,962.50</td>
<td>$1,129,962.50</td>
</tr>
<tr>
<td>2038</td>
<td>$970,000.00</td>
<td>$159,725.00</td>
<td>$1,129,725.00</td>
</tr>
<tr>
<td>2039</td>
<td>$1,015,000.00</td>
<td>$117,737.50</td>
<td>$1,132,737.50</td>
</tr>
<tr>
<td>2040</td>
<td>$590,000.00</td>
<td>$73,800.00</td>
<td>$663,800.00</td>
</tr>
<tr>
<td>2041</td>
<td>$615,000.00</td>
<td>$50,200.00</td>
<td>$665,200.00</td>
</tr>
<tr>
<td>2042</td>
<td>$640,000.00</td>
<td>$25,600.00</td>
<td>$665,600.00</td>
</tr>
<tr>
<td></td>
<td>$33,190,000.00</td>
<td>$18,781,466.57</td>
<td>$51,971,466.57</td>
</tr>
</tbody>
</table>

SOUTH DAKOTA BOARD OF REGENTS - SOUTH DAKOTA SCHOOL OF MINES AND TECHNOLOGY
HOUSING AND AUXILIARY FACILITIES SYSTEM
DEBT SERVICE SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2018
Unaudited
## SOUTH DAKOTA BOARD OF REGENTS - SOUTH DAKOTA STATE UNIVERSITY

### HOUSING AND AUXILIARY FACILITIES SYSTEM

### STATEMENT OF NET POSITION - CASH BASIS

**JUNE 30, 2018**

Unaudited

<table>
<thead>
<tr>
<th></th>
<th>Housing &amp; Auxiliary Facilities Revenue Fund</th>
<th>Bond &amp; Interest Sinking Fund Account</th>
<th>Repair &amp; Replacement Reserve Account</th>
<th>(Memorandum Only) Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assets</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and Investments</td>
<td>$9,038,750.04</td>
<td>$100.00</td>
<td>$6,421,465.05</td>
<td>$15,460,315.09</td>
</tr>
<tr>
<td>Total Assets</td>
<td>$9,038,750.04</td>
<td>$100.00</td>
<td>$6,421,465.05</td>
<td>$15,460,315.09</td>
</tr>
<tr>
<td><strong>Net Position</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unrestricted</td>
<td>$9,038,750.04</td>
<td></td>
<td></td>
<td>$9,038,750.04</td>
</tr>
<tr>
<td>Externally restricted</td>
<td>-</td>
<td>$100.00</td>
<td>$6,421,465.05</td>
<td>$6,421,565.05</td>
</tr>
<tr>
<td>Total Net Position</td>
<td>$9,038,750.04</td>
<td>$100.00</td>
<td>$6,421,465.05</td>
<td>$15,460,315.09</td>
</tr>
</tbody>
</table>
## South Dakota Board of Regents - South Dakota State University

### Housing and Auxiliary Facilities System

#### Statement of Revenues, Expenses and Changes in Net Position - Cash Basis

For the Year Ended June 30, 2018

Unaudited

<table>
<thead>
<tr>
<th>Housing &amp; Auxiliary Facilities Revenue Fund</th>
<th>Bond &amp; Interest Sinking Fund Account</th>
<th>Repair &amp; Replacement Reserve Account</th>
<th>(Memorandum Only) Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues and other additions:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net revenues from bonded facilities</td>
<td>$ 11,614,644.15</td>
<td>-</td>
<td>$ 11,614,644.15</td>
</tr>
<tr>
<td>Investment income</td>
<td>148,391.28</td>
<td>24,296.19</td>
<td>111,981.69</td>
</tr>
<tr>
<td>Net General Activity Fee</td>
<td>5,147,432.00</td>
<td>-</td>
<td>5,147,432.00</td>
</tr>
<tr>
<td>Proceeds from bond issuance, net</td>
<td>-</td>
<td>43,808,396.30</td>
<td>43,808,396.30</td>
</tr>
<tr>
<td>Other income</td>
<td>272,766.60</td>
<td>-</td>
<td>272,766.60</td>
</tr>
<tr>
<td>Total revenues and other additions</td>
<td>17,183,234.03</td>
<td>43,832,692.49</td>
<td>61,055,220.74</td>
</tr>
</tbody>
</table>

| Expenses and other deductions:            |                                     |                                       |                         |
| Bond principal payments                   | -                                   | 29,510,000.00                        | 29,510,000.00           |
| Bond interest expense                     | -                                   | 6,948,673.78                         | 6,948,673.78            |
| Bond issuance costs                       | -                                   | 314,997.24                           | 314,997.24              |
| Trustee fees and bank charges             | -                                   | 1,062.51                             | 1,062.51                |
| General and administrative expenses       | -                                   |                                      | 2,469,838.54            |
| Total expenses and other deductions       | -                                   | 36,774,733.53                        | 39,244,572.07           |

| Revenues and other additions over (under) expenses and other deductions | 17,183,234.03 | 7,057,958.96 | (2,430,544.32) | 21,810,648.67 |

| Transfers among funds - additions (deductions) |                                     |                                       |                         |
| Transfers for B&I                              | (10,945,070.33)                     | 10,945,070.33                        | -                       |
| Transfers for RRR                              | (5,724,669.38)                      | -                                    | 5,724,669.38            |
| Transfers for Other                            | (434,649.69)                        | (18,002,929.29)                      | -                       |
| Total transfers among funds - additions (deductions) | (17,104,389.40) | (7,057,858.96) | 5,724,669.38 | (18,437,578.98) |

| Net increase (decrease) in Net Position      | 78,844.63                           | 100.00                               | 3,294,125.06            |
| Beginning Net Position                        | 8,898,869.41                        | -                                    | 12,069,690.40           |
| Prior Period Adjustment                       | 61,036.00                           | -                                    | (43,481.00)             |
| Ending Net Position                           | $ 9,038,750.04                      | $ 100.00                             | $ 15,460,315.09         |
## SOUTH DAKOTA BOARD OF REGENTS - SOUTH DAKOTA STATE UNIVERSITY
### HOUSING AND AUXILIARY FACILITIES SYSTEM
### SCHEDULE OF PLEDGED REVENUES - CASH BASIS
### FOR THE YEARS ENDED JUNE 30, 2018 AND 2017
### Unaudited

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Gross Revenues</td>
<td>Operating Costs</td>
</tr>
<tr>
<td>Student Center (Non-GAF)</td>
<td>$365,641.69</td>
<td>$299,190.64</td>
</tr>
<tr>
<td>Food Service</td>
<td>13,706,479.43</td>
<td>12,723,294.11</td>
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<tr>
<td>Residential Living</td>
<td>18,192,914.76</td>
<td>8,415,537.15</td>
</tr>
<tr>
<td>Other Facility Revenue</td>
<td>2,258,082.03</td>
<td>1,470,451.86</td>
</tr>
<tr>
<td>Revenues from facilities</td>
<td>34,523,117.91</td>
<td>22,908,473.76</td>
</tr>
<tr>
<td>General Activity Fee</td>
<td>5,147,432.00</td>
<td>-</td>
</tr>
<tr>
<td>Interest from Investments</td>
<td>211,981.69</td>
<td>-</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>272,766.60</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$40,155,298.20</strong></td>
<td><strong>$22,908,473.76</strong></td>
</tr>
</tbody>
</table>

|                  | Gross Revenues        | Operating Costs       | Pledged               |
|                  | $89,684.62            | $39,741.45            | $49,943.17            |
| Food Service     | 13,500,964.09         | 11,740,064.86         | 1,760,899.23          |
| Residential Living | 18,095,117.29         | 8,038,276.17          | 10,056,841.12         |
| Other Facility Revenue | 2,235,719.36         | 1,620,510.20          | 615,209.16            |
| Revenues from facilities | 33,921,485.36        | 21,438,592.68         | 12,482,892.68         |
| General Activity Fee | 2,251,757.90          | -                     | 2,251,757.90          |
| Interest from Investments | 245,238.41           | -                     | 245,238.41            |
| Other Revenue    | 524,107.38            | -                     | 524,107.38            |
| **Total**        | **$36,942,589.05**    | **$21,438,592.68**    | **15,503,996.37**     |

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Debt Service</td>
<td>$10,968,204.01</td>
<td>$10,489,363.87</td>
</tr>
<tr>
<td>Coverage Ratio</td>
<td>1.57</td>
<td>1.48</td>
</tr>
</tbody>
</table>
### SOUTH DAKOTA BOARD OF REGENTS - SOUTH DAKOTA STATE UNIVERSITY
#### HOUSING AND AUXILIARY FACILITIES SYSTEM
#### DEBT SERVICE SCHEDULE
#### FOR THE YEAR ENDED JUNE 30, 2018
#### Unaudited

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount</th>
<th>Interest Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>$ 5,090,000.00</td>
<td>$ 5,399,363.87</td>
<td>$ 10,489,363.87</td>
</tr>
<tr>
<td>2018</td>
<td>5,610,000.00</td>
<td>5,358,204.01</td>
<td>10,968,204.01</td>
</tr>
<tr>
<td>2019</td>
<td>6,215,000.00</td>
<td>5,700,848.50</td>
<td>11,915,848.50</td>
</tr>
<tr>
<td>2020</td>
<td>6,300,000.00</td>
<td>5,425,805.00</td>
<td>11,725,805.00</td>
</tr>
<tr>
<td>2021</td>
<td>6,580,000.00</td>
<td>5,136,765.00</td>
<td>11,716,765.00</td>
</tr>
<tr>
<td>2022</td>
<td>6,885,000.00</td>
<td>4,836,337.00</td>
<td>11,721,337.00</td>
</tr>
<tr>
<td>2023</td>
<td>7,215,000.00</td>
<td>4,500,975.00</td>
<td>11,715,975.00</td>
</tr>
<tr>
<td>2024</td>
<td>7,565,000.00</td>
<td>4,149,425.00</td>
<td>11,714,425.00</td>
</tr>
<tr>
<td>2025</td>
<td>7,935,000.00</td>
<td>3,776,791.00</td>
<td>11,711,791.00</td>
</tr>
<tr>
<td>2026</td>
<td>5,545,000.00</td>
<td>3,419,079.26</td>
<td>8,964,079.26</td>
</tr>
<tr>
<td>2027</td>
<td>5,185,000.00</td>
<td>3,179,243.76</td>
<td>8,364,243.76</td>
</tr>
<tr>
<td>2028</td>
<td>5,440,000.00</td>
<td>2,919,993.76</td>
<td>8,359,993.76</td>
</tr>
<tr>
<td>2029</td>
<td>5,710,000.00</td>
<td>2,647,993.76</td>
<td>8,357,993.76</td>
</tr>
<tr>
<td>2030</td>
<td>5,985,000.00</td>
<td>2,364,193.76</td>
<td>8,349,193.76</td>
</tr>
<tr>
<td>2031</td>
<td>6,095,000.00</td>
<td>2,071,943.76</td>
<td>8,166,943.76</td>
</tr>
<tr>
<td>2032</td>
<td>6,400,000.00</td>
<td>1,767,193.76</td>
<td>8,167,193.76</td>
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<tr>
<td>2033</td>
<td>6,690,000.00</td>
<td>1,472,056.26</td>
<td>8,162,056.26</td>
</tr>
<tr>
<td>2034</td>
<td>6,995,000.00</td>
<td>1,163,468.76</td>
<td>8,158,468.76</td>
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<tr>
<td>2035</td>
<td>5,230,000.00</td>
<td>842,600.00</td>
<td>6,072,600.00</td>
</tr>
<tr>
<td>2036</td>
<td>5,450,000.00</td>
<td>619,300.00</td>
<td>6,069,300.00</td>
</tr>
<tr>
<td>2037</td>
<td>1,585,000.00</td>
<td>386,600.00</td>
<td>1,971,600.00</td>
</tr>
<tr>
<td>2038</td>
<td>1,650,000.00</td>
<td>323,200.00</td>
<td>1,973,200.00</td>
</tr>
<tr>
<td>2039</td>
<td>1,720,000.00</td>
<td>257,200.00</td>
<td>1,977,200.00</td>
</tr>
<tr>
<td>2040</td>
<td>1,785,000.00</td>
<td>188,400.00</td>
<td>1,973,400.00</td>
</tr>
<tr>
<td>2041</td>
<td>1,860,000.00</td>
<td>117,000.00</td>
<td>1,977,000.00</td>
</tr>
<tr>
<td>2042</td>
<td>1,065,000.00</td>
<td>42,600.00</td>
<td>1,107,600.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 133,785,000.00</td>
</tr>
<tr>
<td>$ 68,066,581.22</td>
</tr>
<tr>
<td>$ 201,851,581.22</td>
</tr>
</tbody>
</table>
## SOUTH DAKOTA BOARD OF REGENTS - UNIVERSITY OF SOUTH DAKOTA
### HOUSING AND AUXILIARY FACILITIES SYSTEM
#### STATEMENT OF NET POSITION - CASH BASIS
##### JUNE 30, 2018
Unaudited

<table>
<thead>
<tr>
<th></th>
<th>Housing &amp; Auxiliary Facilities Revenue Fund</th>
<th>Bond &amp; Interest Sinking Fund Account</th>
<th>Repair &amp; Replacement Reserve Account</th>
<th>(Memorandum Only) Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assets</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and Investments</td>
<td>$ 689,786.73</td>
<td>$ -</td>
<td>$ 14,673,435.84</td>
<td>$ 15,363,222.57</td>
</tr>
<tr>
<td>Total Assets</td>
<td>$ 689,786.73</td>
<td>$ -</td>
<td>$ 14,673,435.84</td>
<td>$ 15,363,222.57</td>
</tr>
<tr>
<td><strong>Net Position</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unrestricted</td>
<td>$ 689,786.73</td>
<td>$ -</td>
<td>$ 9,751,764.84</td>
<td>$ 10,441,551.57</td>
</tr>
<tr>
<td>Externally restricted</td>
<td>-</td>
<td>-</td>
<td>$4,921,671.00</td>
<td>4,921,671.00</td>
</tr>
<tr>
<td>Total Net Position</td>
<td>$ 689,786.73</td>
<td>$ -</td>
<td>$ 14,673,435.84</td>
<td>$ 15,363,222.57</td>
</tr>
</tbody>
</table>
# SOUTH DAKOTA BOARD OF REGENTS - UNIVERSITY OF SOUTH DAKOTA

## HOUSING AND AUXILIARY FACILITIES SYSTEM

### STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION - CASH BASIS

**FOR THE YEAR ENDED JUNE 30, 2018**

Unaudited

<table>
<thead>
<tr>
<th>Housing &amp; Auxiliary Facilities</th>
<th>Bond &amp; Interest Replacement</th>
<th>(Memorandum Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue Fund</td>
<td>Sinking Fund Account Reserve Account</td>
<td>Total</td>
</tr>
</tbody>
</table>

### Revenues and other additions:

<table>
<thead>
<tr>
<th>Description</th>
<th>Revenue Fund</th>
<th>Sinking Fund</th>
<th>Reserve Account</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net revenues from bonded facilities</td>
<td>$5,567,921.83</td>
<td>-</td>
<td>-</td>
<td>$5,567,921.83</td>
</tr>
<tr>
<td>Investment income</td>
<td>-</td>
<td>5,939.07</td>
<td>$83,217.99</td>
<td>89,157.06</td>
</tr>
<tr>
<td>Net general activity fee</td>
<td>1,804,287.49</td>
<td>-</td>
<td>-</td>
<td>1,804,287.49</td>
</tr>
<tr>
<td>Proceeds from bond issuance</td>
<td>-</td>
<td>37,167,606.50</td>
<td>-</td>
<td>37,167,606.50</td>
</tr>
<tr>
<td>Other income</td>
<td>384,485.85</td>
<td>-</td>
<td>-</td>
<td>384,485.85</td>
</tr>
<tr>
<td><strong>Total revenues and other additions</strong></td>
<td>7,756,695.17</td>
<td>37,173,545.57</td>
<td>83,217.99</td>
<td>45,013,458.73</td>
</tr>
</tbody>
</table>

### Expenses and other deductions:

<table>
<thead>
<tr>
<th>Description</th>
<th>Revenue Fund</th>
<th>Sinking Fund</th>
<th>Reserve Account</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond principal payments</td>
<td>-</td>
<td>37,020,000.00</td>
<td>-</td>
<td>37,020,000.00</td>
</tr>
<tr>
<td>Bond interest expense</td>
<td>-</td>
<td>4,721,505.75</td>
<td>-</td>
<td>4,721,505.75</td>
</tr>
<tr>
<td>Bond issuance costs</td>
<td>-</td>
<td>266,704.68</td>
<td>-</td>
<td>266,704.68</td>
</tr>
<tr>
<td>Trustee fees and bank charges</td>
<td>-</td>
<td>729.16</td>
<td>-</td>
<td>729.16</td>
</tr>
<tr>
<td>General and administrative expenses</td>
<td>-</td>
<td>-</td>
<td>1,138,760.28</td>
<td>1,138,760.28</td>
</tr>
<tr>
<td><strong>Total expenses and other deductions</strong></td>
<td>-</td>
<td>42,008,939.59</td>
<td>1,138,760.28</td>
<td>43,147,699.87</td>
</tr>
</tbody>
</table>

### Revenues and other additions over (under) expenses and other deductions:

<table>
<thead>
<tr>
<th>Description</th>
<th>Revenue Fund</th>
<th>Sinking Fund</th>
<th>Reserve Account</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total revenues and other additions</strong></td>
<td>7,756,695.17</td>
<td>(4,835,394.02)</td>
<td>(1,055,542.29)</td>
<td>1,865,758.86</td>
</tr>
</tbody>
</table>

### Transfers among funds - additions (deductions):

<table>
<thead>
<tr>
<th>Description</th>
<th>Revenue Fund</th>
<th>Sinking Fund</th>
<th>Reserve Account</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfers for bond payments</td>
<td>(4,835,393.42)</td>
<td>4,835,393.42</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transfers for renewal and replacement</td>
<td>(2,948,768.30)</td>
<td>-</td>
<td>2,948,768.30</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total transfers among funds - additions (deductions)</strong></td>
<td>(7,784,161.72)</td>
<td>4,835,393.42</td>
<td>2,948,768.30</td>
<td>-</td>
</tr>
</tbody>
</table>

### Net increase (decrease) in net position:

<table>
<thead>
<tr>
<th>Description</th>
<th>Revenue Fund</th>
<th>Sinking Fund</th>
<th>Reserve Account</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>(27,466.55)</td>
<td>-</td>
<td>(0.60)</td>
<td>1,893,226.01</td>
<td>1,865,758.86</td>
</tr>
</tbody>
</table>

### Beginning net position:

<table>
<thead>
<tr>
<th>Description</th>
<th>Revenue Fund</th>
<th>Sinking Fund</th>
<th>Reserve Account</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>717,253.28</td>
<td>0.60</td>
<td>12,780,209.83</td>
<td>13,497,463.71</td>
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</tr>
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</table>

### Ending net position:

<table>
<thead>
<tr>
<th>Description</th>
<th>Revenue Fund</th>
<th>Sinking Fund</th>
<th>Reserve Account</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$689,786.73</td>
<td>-</td>
<td>-</td>
<td>$14,673,435.84</td>
<td>$15,363,222.57</td>
</tr>
<tr>
<td></td>
<td>2018</td>
<td>2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------------</td>
<td>---------------------------</td>
<td>---------------------------</td>
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<tr>
<td></td>
<td>Gross Revenues</td>
<td>Maintenance and Operating Costs</td>
<td>Net Revenues</td>
<td>Gross Revenues</td>
</tr>
<tr>
<td>Student Center (Non-GAF)</td>
<td>$1,697,376.53</td>
<td>$1,383,520.60</td>
<td>$313,855.93</td>
<td>$1,625,630.44</td>
</tr>
<tr>
<td>Food Service</td>
<td>6,534,073.79</td>
<td>6,591,194.91</td>
<td>(57,121.12)</td>
<td>6,297,464.93</td>
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<tr>
<td>Residential Living</td>
<td>10,059,275.27</td>
<td>4,974,903.78</td>
<td>5,084,371.49</td>
<td>9,590,323.27</td>
</tr>
<tr>
<td>Other Facility Revenue</td>
<td>362,574.56</td>
<td>135,759.03</td>
<td>226,815.53</td>
<td>366,683.85</td>
</tr>
<tr>
<td>Revenues from facilities</td>
<td>18,653,300.15</td>
<td>13,085,378.32</td>
<td>5,567,921.83</td>
<td>17,880,102.49</td>
</tr>
<tr>
<td>General Activity Fee</td>
<td>3,529,858.08</td>
<td>1,725,570.59</td>
<td>1,804,287.49</td>
<td>3,480,054.19</td>
</tr>
<tr>
<td>Interest from Investments</td>
<td>89,157.06</td>
<td>-</td>
<td>89,157.06</td>
<td>64,935.09</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>384,485.85</td>
<td>-</td>
<td>384,485.85</td>
<td>745,421.81</td>
</tr>
<tr>
<td>Total</td>
<td>$22,656,801.14</td>
<td>$14,810,948.91</td>
<td>7,845,852.23</td>
<td>$22,170,513.58</td>
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<tr>
<td>Annual Debt Service</td>
<td></td>
<td></td>
<td>4,840,604.05</td>
<td></td>
</tr>
<tr>
<td>Coverage Ratio</td>
<td></td>
<td></td>
<td>1.62</td>
<td></td>
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</tbody>
</table>
### SOUTH DAKOTA BOARD OF REGENTS - UNIVERSITY OF SOUTH DAKOTA
### HOUSING AND AUXILIARY FACILITIES SYSTEM
### DEBT SERVICE SCHEDULE
### FOR THE YEAR ENDED JUNE 30, 2018
### Unaudited

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount</th>
<th>Interest Amount</th>
<th>Total</th>
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<tr>
<td>2017</td>
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<td>$3,100,093.74</td>
<td>$5,490,093.74</td>
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<tr>
<td>2018</td>
<td>2,450,000.00</td>
<td>2,390,604.05</td>
<td>4,840,604.05</td>
</tr>
<tr>
<td>2019</td>
<td>2,535,000.00</td>
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<td>4,879,877.74</td>
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<tr>
<td>2020</td>
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<td>4,676,700.00</td>
</tr>
<tr>
<td>2021</td>
<td>2,545,000.00</td>
<td>2,118,000.00</td>
<td>4,663,000.00</td>
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<tr>
<td>2022</td>
<td>2,685,000.00</td>
<td>1,990,750.00</td>
<td>4,675,750.00</td>
</tr>
<tr>
<td>2023</td>
<td>2,815,000.00</td>
<td>1,856,500.00</td>
<td>4,671,500.00</td>
</tr>
<tr>
<td>2024</td>
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<td>1,724,300.00</td>
<td>4,669,300.00</td>
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<td>2025</td>
<td>3,080,000.00</td>
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<td>4,665,950.00</td>
</tr>
<tr>
<td>2026</td>
<td>3,220,000.00</td>
<td>1,441,200.00</td>
<td>4,661,200.00</td>
</tr>
<tr>
<td>2027</td>
<td>3,370,000.00</td>
<td>1,289,850.00</td>
<td>4,659,850.00</td>
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<td>2028</td>
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<td>4,656,450.00</td>
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<tr>
<td>2029</td>
<td>2,605,000.00</td>
<td>986,400.00</td>
<td>3,591,400.00</td>
</tr>
<tr>
<td>2030</td>
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<td>2031</td>
<td>1,925,000.00</td>
<td>737,350.00</td>
<td>2,662,350.00</td>
</tr>
<tr>
<td>2032</td>
<td>2,020,000.00</td>
<td>641,100.00</td>
<td>2,661,100.00</td>
</tr>
<tr>
<td>2033</td>
<td>2,115,000.00</td>
<td>540,100.00</td>
<td>2,655,100.00</td>
</tr>
<tr>
<td>2034</td>
<td>2,215,000.00</td>
<td>434,350.00</td>
<td>2,649,350.00</td>
</tr>
<tr>
<td>2035</td>
<td>1,495,000.00</td>
<td>323,600.00</td>
<td>1,818,600.00</td>
</tr>
<tr>
<td>2036</td>
<td>1,555,000.00</td>
<td>263,800.00</td>
<td>1,818,800.00</td>
</tr>
<tr>
<td>2037</td>
<td>1,615,000.00</td>
<td>201,600.00</td>
<td>1,816,600.00</td>
</tr>
<tr>
<td>2038</td>
<td>1,680,000.00</td>
<td>137,000.00</td>
<td>1,817,000.00</td>
</tr>
<tr>
<td>2039</td>
<td>1,745,000.00</td>
<td>69,800.00</td>
<td>1,814,800.00</td>
</tr>
</tbody>
</table>

|          | $55,700,000.00 | $28,404,685.53 | $84,104,685.53 |
SUBJECT
FY20 Governor’s Recommended Budget

CONTROLLING STATUTE, RULE, OR POLICY
SDCL 4-7-7 – Annual Budget Estimates Submitted by Budget Units
SDCL 4-7-9 – Preparation and submission of budget report to Legislature

BACKGROUND / DISCUSSION
On the first Tuesday of December every year, the Governor presents his recommended budget for the next fiscal year to the State Legislature and the public. Out-going Governor Daugaard gave his FY20 budget address on Tuesday, December 4, 2018 at 1:00 pm. Revenues are meeting expectations for FY19 and the FY20 general fund budget is expected to grow by $52.9 million. This does not include any projections for growth resulting from the e-commerce sales tax revenue.

A salary policy of 2.3% has been proposed by the Governor for FY20, with no increase to pay for performance funding.

The Governor is proposing an increase to health insurance premiums for FY20. The proposal includes a $20 increase to the high deductible plan and $40 increase to the low deductible plan. For the first time in the State’s history, all employees will have a health insurance premium.

As this is Governor Daugaard’s final budget address, incoming Governor Kristi Noem will release her budget recommendations early in January 2019.

IMPACT AND RECOMMENDATIONS
Base General Funding
The Governor is proposing base general fund increases of approximately $4,080,862 for the Board of Regents. M&R funding of $3.98 million and continued funding of the SD Opportunity Scholarship represent the proposed increases to the base budget. That amount is offset by a proposed reduction of ($223,892) to the campus utility budgets and a ($4,873) reduction in general fund lease payments, for a net increase in general funds of $3,851,917.
These base increases do not include proposed salary policy or any increases to health insurance expenses. Further details are found in Attachment I.

**One-Time Funding**
The Governor has proposed no one-time dollars for the Board of Regents in FY20.

**Proposed FY18 General Bill Amendment**
The Governor’s budget recommendation also includes an amendment to the FY19 General Bill, decreasing utility funding by ($286,340). This decrease is based on FY18 actual Energy Cap expenditure data reported by the campuses.

**ATTACHMENTS**
Attachment I – FY20 Budget Request Summary - Governor’s Recommended
### South Dakota Board of Regents

#### FY20 Board of Regents Request and Governor’s Recommended

<table>
<thead>
<tr>
<th>Priorities</th>
<th>Requested</th>
<th>Recommended</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Dakota Promise (year 1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salary Competitiveness</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund M&amp;R</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inflation Increase</td>
<td></td>
<td></td>
</tr>
<tr>
<td>South Dakota Opportunity Scholarship</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Base Budget Maintenance**

| Post-Secondary Scholarship                | TBD       | TBD         |
| Veterinary Students Scholarship          | $0        | $0          |
| Utilities                                | ($223,892)| ($223,892) |
| Lease Adjustment                         | ($4,873)  | $0          |

**FY20 Requested and Recommended**

| FY20 Requested and Recommended | $8,129,217 | 0.0         |
| FY20 Total Base Funding Recommended| $221,519,734 | 5,184.2    |
| Increase without Salary Policy       | 3.7%       | 0.0%        |

**FY20 One-Time General Fund Requests**

| Authority Changes | $0 | 0.0 |

**FY20 Tuition Fund Authority Requests**

| Authority Changes | $1,700,000 | 12.5 |

**FY20 Federal and Other Fund Authority Requests**

| Authority Changes | $1,350,000 | 5.0 |

**FY20 Informational Federal and Other Fund Authority Requests**

| Authority Changes | $1,330,500 | 8.0 |

<table>
<thead>
<tr>
<th>FY19 Base General Fund Budget</th>
<th>Base General Fund</th>
<th>FTE</th>
<th>Base General Fund</th>
<th>FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$213,390,517</td>
<td>5,184.2</td>
<td>$213,390,517</td>
<td>5,184.2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FY20 Base General Fund Budget</th>
<th>Base General Fund</th>
<th>FTE</th>
<th>Base General Fund</th>
<th>FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$217,242,434</td>
<td>5,184.2</td>
<td>$217,242,434</td>
<td>5,184.2</td>
</tr>
</tbody>
</table>
SUBJECT
FY20 Tuition Rate Proposals

CONTROLLING STATUTE, RULE, OR POLICY
SDCL 13-53-6 Tuition Rates and Fees

BACKGROUND / DISCUSSION
A number of tuition proposals from the campuses to offer residents rates within the region were fielded at the September Business Affairs Council meeting. Given the number of arrangements that already exist across the system between various universities and neighboring states, a proposal was developed to move to a surrounding state resident tuition program for all schools, excluding Minnesota, but including Colorado. Moving to a surrounding state program for all schools seemed logical and would provide an opportunity for the System and campuses to effectively market in surrounding states. This proposal was then discussed by the Council of Presidents at two different meetings. The idea was supported by all the presidents, so the campuses were asked to provide their rationale and marketing approach to support the growth needed to be revenue neutral, with the ultimate goal of growing enrollments, fulfilling the workforce needs of South Dakota, and bringing money into the universities and the State. Attachment I provides the rationale and marketing information from the universities in support of the adjacent state resident tuition proposal.

Attachment II is a map that shows the current resident tuition offerings between South Dakota universities and surrounding states. Offering an adjacent state resident rate will expand the resident rate to all new nonresident freshman and new transfers attending any South Dakota public university, starting the summer of 2019, from North Dakota, Wyoming, Nebraska, Montana, Iowa, and Colorado. Minnesota is excluded from the

DRAFT MOTION 20181204_6-D:
I move to approve: 1) An adjacent state tuition program offering new freshman and new transfer students from Wyoming, Montana, North Dakota, Nebraska, Iowa, and Colorado a tuition rate equivalent to the resident undergraduate tuition rate set for each university starting summer 2019; 2) I also move approval of an on-campus active duty military tuition rate equivalent to the undergraduate resident rate or $250.00, whichever is lower, with no additional fees to be assessed, starting summer 2019.
proposal because we have a reciprocity agreement with Minnesota that would need to be considered. Colorado is being included because SDSM&T already offers in-state tuition to high-performing students. The SDSM&T arrangement would change to all students meeting current admission requirements.

The following matrix shows which states are currently offered undergraduate resident rates and which would be offered undergraduate resident rates starting summer 2019 for new freshman and new transfers.

<table>
<thead>
<tr>
<th>School</th>
<th>Colorado</th>
<th>Iowa</th>
<th>Montana</th>
<th>Nebraska</th>
<th>North Dakota</th>
<th>Wyoming</th>
</tr>
</thead>
<tbody>
<tr>
<td>BHSU</td>
<td>Exists</td>
<td>New</td>
<td>Exists</td>
<td>New</td>
<td>New</td>
<td>Exists</td>
</tr>
<tr>
<td>DSU</td>
<td>New</td>
<td>Exists</td>
<td>New</td>
<td>Exists</td>
<td>New</td>
<td>New</td>
</tr>
<tr>
<td>NSU</td>
<td>New</td>
<td>Exists</td>
<td>New</td>
<td>Exists</td>
<td>Exists</td>
<td>New</td>
</tr>
<tr>
<td>SDSM&amp;T</td>
<td>Exists</td>
<td>New</td>
<td>New</td>
<td>Exists</td>
<td>New</td>
<td>New</td>
</tr>
<tr>
<td>SDSU</td>
<td>New</td>
<td>Exists</td>
<td>New</td>
<td>Exists</td>
<td>New</td>
<td>New</td>
</tr>
<tr>
<td>USD</td>
<td>New</td>
<td>Exists</td>
<td>New</td>
<td>Exists</td>
<td>New</td>
<td>New</td>
</tr>
</tbody>
</table>

The following tables provide a state-by-state summary of the base freshman and transfers from FY18, the potential revenue loss, and the number of credits and students needed to breakeven. The programs approved the last two years for Iowa, Nebraska, Colorado and Montana are included in the tables.

**Colorado**

SDSM&T began offering resident tuition rates to students from Colorado in summer 2017. The program is limited to high-achieving students with a 3.5 GPA and an ACT of 27. SDSM&T would like to expand the program to any student that meets their admission requirements. BHSU also offers a rate equivalent to the undergraduate resident rate to Colorado students. All the other universities would like to add Colorado as part of the adjacent state program.

**Colorado Breakeven Summary**

<table>
<thead>
<tr>
<th>School</th>
<th>Base Student FTE</th>
<th>Base Credit Hours</th>
<th>Tuition Reduction</th>
<th>Breakeven Credits</th>
<th>Breakeven Student FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>BHSU</td>
<td>31</td>
<td>908</td>
<td>$90,800</td>
<td>363</td>
<td>13</td>
</tr>
<tr>
<td>DSU</td>
<td>4</td>
<td>114</td>
<td>$11,297</td>
<td>47</td>
<td>2</td>
</tr>
<tr>
<td>NSU</td>
<td>1</td>
<td>24</td>
<td>$2,378</td>
<td>10</td>
<td>1</td>
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<tr>
<td>SDSM&amp;T</td>
<td>45</td>
<td>1329</td>
<td>$185,130</td>
<td>753</td>
<td>26</td>
</tr>
<tr>
<td>SDSU</td>
<td>10</td>
<td>278</td>
<td>$31,178</td>
<td>126</td>
<td>5</td>
</tr>
<tr>
<td>USD</td>
<td>3</td>
<td>81</td>
<td>$9,084</td>
<td>37</td>
<td>2</td>
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<tr>
<td>System</td>
<td>94</td>
<td>$329,867</td>
<td></td>
<td></td>
<td>49</td>
</tr>
</tbody>
</table>
Iowa
Effective the summer of 2016, new students from Iowa who attend DSU, NSU, SDSU and USD receive the resident on-campus tuition rate. BHSU and SDSM&T would like to add this option for new students from Iowa attending their campuses. Following is the breakeven calculation for each campus.

<table>
<thead>
<tr>
<th>School</th>
<th>Base Student FTE</th>
<th>Base Credit Hours</th>
<th>Tuition Reduction</th>
<th>Breakeven Credits</th>
<th>Breakeven Student FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>BHSU</td>
<td>3</td>
<td>86</td>
<td>$8,729</td>
<td>35</td>
<td>2</td>
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<tr>
<td>DSU</td>
<td>7</td>
<td>197</td>
<td>$19,148</td>
<td>83</td>
<td>3</td>
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<tr>
<td>NSU</td>
<td>2</td>
<td>42</td>
<td>$3,614</td>
<td>16</td>
<td>1</td>
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<tr>
<td>SDSM&amp;T</td>
<td>24</td>
<td>707</td>
<td>$99,970</td>
<td>401</td>
<td>14</td>
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<tr>
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<td>4,362</td>
<td>$418,752</td>
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<tr>
<td>USD</td>
<td>154</td>
<td>4,605</td>
<td>$442,080</td>
<td>1,854</td>
<td>62</td>
</tr>
<tr>
<td>System</td>
<td>336</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Minnesota
Minnesota students would continue to pay the rates as determined by the Minnesota Reciprocity Agreement. Today, Minnesota students pay on average $14.35 more per credit than resident students. While USD would like to pilot a resident rate for Minnesota students, it would violate the current agreement. This idea needs further study over the next year.

Montana
Effective the summer of 2018, new students from Montana who attend BHSU receive the on-campus resident tuition rate. DSU, NSU, SDSM&T, SDSU and USD would like to add this option for their campuses.

<table>
<thead>
<tr>
<th>School</th>
<th>Base Student FTE</th>
<th>Base Credit Hours</th>
<th>Tuition Reduction</th>
<th>Breakeven Credits</th>
<th>Breakeven Student FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>BHSU</td>
<td>14</td>
<td>393</td>
<td>$39,300</td>
<td>157</td>
<td>6</td>
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<tr>
<td>DSU</td>
<td>0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>NSU</td>
<td>0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>SDSM&amp;T</td>
<td>6</td>
<td>168</td>
<td>$23,755</td>
<td>96</td>
<td>4</td>
</tr>
<tr>
<td>SDSU</td>
<td>1</td>
<td>29</td>
<td>$3,252</td>
<td>14</td>
<td>1</td>
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<td>System</td>
<td>22</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Nebraska
Effective the summer of 2016, new students from Nebraska who attend DSU, NSU, SDSM&T, SDSU and USD receive the resident on-campus tuition rate. BHSU would like to add this option for new students from Nebraska attending their campus.

<table>
<thead>
<tr>
<th>School</th>
<th>Base Student FTE</th>
<th>Base Credit Hours</th>
<th>Tuition Reduction</th>
<th>Breakeven Credits</th>
<th>Breakeven Student FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>BHSU</td>
<td>16</td>
<td>460</td>
<td>$46,690</td>
<td>184</td>
<td>7</td>
</tr>
<tr>
<td>DSU</td>
<td>5</td>
<td>126</td>
<td>$12,304</td>
<td>52</td>
<td>2</td>
</tr>
<tr>
<td>NSU</td>
<td>2</td>
<td>55</td>
<td>$5,371</td>
<td>23</td>
<td>1</td>
</tr>
<tr>
<td>SDSM&amp;T</td>
<td>20</td>
<td>582</td>
<td>$81,073</td>
<td>330</td>
<td>11</td>
</tr>
<tr>
<td>SDSU</td>
<td>74</td>
<td>2,200</td>
<td>$238,150</td>
<td>994</td>
<td>34</td>
</tr>
<tr>
<td>USD</td>
<td>78</td>
<td>2,328</td>
<td>$252,006</td>
<td>1,057</td>
<td>36</td>
</tr>
<tr>
<td>System</td>
<td>195</td>
<td></td>
<td>$635,594</td>
<td></td>
<td>91</td>
</tr>
</tbody>
</table>

North Dakota
Effective the summer of 2004, new students from North Dakota who attend NSU receive the on-campus resident tuition rate. BHSU, DSU, SDSM&T, SDSU and USD would like to add this option for their campuses.

<table>
<thead>
<tr>
<th>School</th>
<th>Base Student FTE</th>
<th>Base Credit Hours</th>
<th>Tuition Reduction</th>
<th>Breakeven Credits</th>
<th>Breakeven Student FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>BHSU</td>
<td>16</td>
<td>469</td>
<td>$47,604</td>
<td>188</td>
<td>7</td>
</tr>
<tr>
<td>DSU</td>
<td>10</td>
<td>300</td>
<td>$29,730</td>
<td>123</td>
<td>5</td>
</tr>
<tr>
<td>SDSM&amp;T</td>
<td>9</td>
<td>259</td>
<td>$36,623</td>
<td>147</td>
<td>5</td>
</tr>
<tr>
<td>SDSU</td>
<td>15</td>
<td>436</td>
<td>$48,897</td>
<td>197</td>
<td>7</td>
</tr>
<tr>
<td>USD</td>
<td>8</td>
<td>237</td>
<td>$26,580</td>
<td>108</td>
<td>4</td>
</tr>
<tr>
<td>System</td>
<td>58</td>
<td></td>
<td>$189,434</td>
<td></td>
<td>28</td>
</tr>
</tbody>
</table>

Wyoming
Effective the summer of 2013, new students from Wyoming who attend BHSU receive the on-campus resident tuition rate. DSU, NSU, SDSM&T, SDSU and USD would like to add this option for their campuses.
Benefits of Program
Being able to offer a competitive tuition rate to students in the surrounding states has paid off financially in the past. The most recent example is the success we have had with recruiting Iowa students. The following table shows the results for year two of the program, where all but one university participating in the program were able to grow enrollments beyond the breakeven point and generate additional tuition revenues.

Comparison of Rates, Credit Hours, and Revenue and FTE Change for Iowa

<table>
<thead>
<tr>
<th>Campus</th>
<th>FY18 Nonresident Rate</th>
<th>FY18 Iowa Rate</th>
<th>Gain or Loss in Tuition Revenue</th>
<th>Gain or Loss in FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSU</td>
<td>$337.35</td>
<td>$239.70</td>
<td>$105,167.25</td>
<td>17</td>
</tr>
<tr>
<td>NSU</td>
<td>$337.35</td>
<td>$239.70</td>
<td>$16,992.30</td>
<td>3</td>
</tr>
<tr>
<td>SDSU</td>
<td>$347.95</td>
<td>$239.70</td>
<td>$(21,310.80)</td>
<td>63</td>
</tr>
<tr>
<td>USD</td>
<td>$347.95</td>
<td>$239.70</td>
<td>$164,758.65</td>
<td>92</td>
</tr>
<tr>
<td>Totals</td>
<td>$9,206</td>
<td>14,461</td>
<td>$265,607.40</td>
<td>175</td>
</tr>
</tbody>
</table>

When including the additional General Activity Fee revenue from the additional credit hours, all universities made additional revenues in year two of the Iowa program.
Housing capacity is currently available at BHSU, NSU, SDSM&T, and SDSU. Being able to fill vacant rooms strengthens the housing system by generating additional revenues to support maintenance and repair and operations of the facilities. Keeping housing occupancy up keeps the cost down for all students.

We are able to keep about 30% of nonresidents employed in the state after they earn their degree. This educated workforce is critical to our state in filling growing high tech jobs, meeting the demands in health fields, and keeping entrepreneurs in the state.

**Targeted Benefit**
The question is often asked as to why we would educate students from other states. Bringing nonresidents to our universities and the state keep the cost of education down for South Dakota students, grows our economy by bringing young people here that spend money, strengthens our auxiliary systems, brings diversity to the state, and meets workforce needs.

**Active Duty Military Rate**
The universities would all like to offer a $250.00 tuition rate to all active duty military attending on campus, with no additional fees. The federal government currently provides federal tuition assistance up to a maximum of $250 per credit hour to military students. The proposal is to offer a flat rate of $250 per credit hour, or the resident rate if lower, for all active duty military taking on-campus courses. No additional fees will be assessed on these rates, including special discipline fees.
An active duty rate of $250.00 per credit is already offered at the Centers and for internet courses. This proposal would expand the rate to on-campus courses.

This program offers substantial discounts to military personnel, with SDSM&T and BHSU most likely to see student growth. There are almost no on-campus credits being generated currently. The average undergraduate resident tuition cost per credit is $348.58 at SDSM&T. The proposal would waive about $100.00 per credit hour.

**IMPACT AND RECOMMENDATIONS**

It is becoming more difficult for South Dakota to attract nonresidents as more and more schools in surrounding states offer resident tuition rates to nonresidents. South Dakota’s cost increases have also made us less attractive for nonresidents when compared to paying in-state rates in their home state. Scholarship funding levels in surrounding states make it difficult for South Dakota to compete for the best students. South Dakota universities have continued to lose market share in the adjacent states and must reverse this trend in order to maintain and grow the current student body enrollment. The universities are confident that offering the on-campus resident rate to new students from these states will result in increased enrollments from each of the adjacent states.

Given that there is facility capacity on campus and that the competition for South Dakota students from surrounding states continues to escalate, we must be aggressive in bringing more young people to South Dakota and keeping our resident students in the state.

Approval of the program with the suggested name “South Dakota Advantage” will provide for a concise marketing message to surrounding states and will provide many benefits to the universities and the state. The adjacent state program has many benefits and is recommended for approval. The impact of the approved program by state and by university can be found in Attachment III. The total tuition risk is $527,977 based on the current freshman and transfer FTE of 154. In order to breakeven as a system, we need to attract an additional 83 students.
The universities are not currently attracting active duty military members. The ability to take courses via distance at $250 is a great opportunity and being able to offer that same rate on campus may bring some individuals to campus and provide them with additional opportunities. This program will never have large numbers but it is the right thing to do, and, therefore, is recommended by staff.

ATTACHMENTS
Attachment I – Justification of Tuition Proposals from Universities
Attachment II – Map SD - Surrounding States Tuition
Attachment III – Breakeven Summary by State and by University
Black Hills State University

Black Hills State University is proposing an adjacent state resident tuition rate for Nebraska, North Dakota, and Iowa residents attending BHSU. This proposal is similar to the current resident tuition rate available for Wyoming, Montana, and Colorado residents attending BHSU. BHSU is positioned as the only South Dakota public liberal arts university west of the Missouri River making the western states, including western North Dakota and western Nebraska, a natural area of expansion for enrollment.

According to data from the Western Interstate Commission on Higher Education, the total average number of high school graduates in Nebraska is estimated at 24,000 per year and is expected to grow by 11.9% by 2024. North Dakota has an estimated 8,900 high school graduates per year with an expected increase of nearly 67% by 2032. Iowa is predicting an average of 35,600 high school graduates with an expected increase of 5.7% by 2025. The same data for South Dakota shows an average of 9,200 high school graduates and a 12.8% projected increase by 2025.
The following table provides a comparison of the revenue generated with current nonresident rates compared to the proposed resident rate, focusing on new freshman and new transfers only. BHSU will only lose $103,023 in tuition revenue from all three states combined and needs only to recruit an additional 16 students from the three states combined to become revenue neutral the first year. This represents a very low risk at only 0.5% of BHSU’s FY19 tuition revenue.
of $22.1 million. The BHSU Admissions staff believes the resident tuition rate will make a significant difference for these students and feels confident that the additional enrollment will be achieved.

### BHSU - Iowa Breakeven Analysis

<table>
<thead>
<tr>
<th>Freshman and New Transfer FTE</th>
<th>FY18 Credit Hours</th>
<th>Tuition Revenue per nonresident credit hour</th>
<th>Total Tuition Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Revenue at Nonresident Rates</td>
<td>3</td>
<td>86</td>
<td>$355.70</td>
</tr>
<tr>
<td>Projected Revenue at Resident Rates</td>
<td>3</td>
<td>86</td>
<td>$254.20</td>
</tr>
<tr>
<td><strong>Tuition Revenue Loss</strong></td>
<td></td>
<td></td>
<td><strong>($8,729)</strong></td>
</tr>
<tr>
<td><strong>Breakeven Credit Hours</strong></td>
<td></td>
<td></td>
<td>35</td>
</tr>
<tr>
<td><strong>New FTE required to Breakeven</strong></td>
<td></td>
<td></td>
<td>2</td>
</tr>
</tbody>
</table>

### BHSU - Nebraska Breakeven Analysis

<table>
<thead>
<tr>
<th>Freshman and New Transfer FTE</th>
<th>FY18 Credit Hours</th>
<th>Tuition Revenue per nonresident credit hour</th>
<th>Total Tuition Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Revenue at Nonresident Rates</td>
<td>16</td>
<td>460</td>
<td>$355.70</td>
</tr>
<tr>
<td>Projected Revenue at Resident Rates</td>
<td>16</td>
<td>460</td>
<td>$254.20</td>
</tr>
<tr>
<td><strong>Tuition Revenue Loss</strong></td>
<td></td>
<td></td>
<td><strong>($46,690)</strong></td>
</tr>
<tr>
<td><strong>Breakeven Credit Hours</strong></td>
<td></td>
<td></td>
<td>184</td>
</tr>
<tr>
<td><strong>New FTE required to Breakeven</strong></td>
<td></td>
<td></td>
<td>7</td>
</tr>
</tbody>
</table>

### BHSU - North Dakota Breakeven Analysis

<table>
<thead>
<tr>
<th>Freshman and New Transfer FTE</th>
<th>FY18 Credit Hours</th>
<th>Tuition Revenue per nonresident credit hour</th>
<th>Total Tuition Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Revenue at Nonresident Rates</td>
<td>16</td>
<td>469</td>
<td>$355.70</td>
</tr>
<tr>
<td>Projected Revenue at Resident Rates</td>
<td>16</td>
<td>469</td>
<td>$254.20</td>
</tr>
<tr>
<td><strong>Tuition Revenue Loss</strong></td>
<td></td>
<td></td>
<td><strong>($47,604)</strong></td>
</tr>
<tr>
<td><strong>Breakeven Credit Hours</strong></td>
<td></td>
<td></td>
<td>188</td>
</tr>
<tr>
<td><strong>New FTE required to Breakeven</strong></td>
<td></td>
<td></td>
<td>7</td>
</tr>
</tbody>
</table>

Offering an up-front tuition discount of over $3,000 will make BHSU highly attractive to Nebraska, North Dakota, and Iowa residents. In order to affect fall 2019 enrollment, recruiting efforts need to begin as soon as possible.
Dakota State University

Dakota State University has been steadily developing its market through a variety of recruitment and marketing strategies. The university has expanded its reach through a comprehensive student search project, an enhanced social media strategy targeting specifically identified markets, and has added admission and recruitment staff to better penetrate both existing and expanding markets. One of the more recent tactics was to assign the resident tuition rate to new students from Iowa and Nebraska. Iowa new student enrollment has gone from 22 new students in Fall 2016 to 36 new students in Fall 2018, a 63.6% increase. In the same time frame, Nebraska enrollment has risen from 6 students to 18 students.

Competitive pricing is a mechanism that can contribute to DSU’s ability to meet the enrollment goals. DSU has a variety of highly marketable and in-demand programs, particularly those housed in the Beacom College of Computer and Cyber Sciences, as well as programs in communications, cyber leadership & intelligence, and the digital arts. However, obstacles remain to recruiting new students from locations beyond a 150-200-mile radius and to rural South Dakota. Lower costs combined with DSU’s solid career placement and advanced education outcomes enhance the value proposition of a Dakota State University education and give the leverage needed to further develop markets. Additionally, this initiative would improve the ability to promote DSU by providing talking points that resonate with students and their families as they seek to manage their investments in higher education.

While gains in enrollment from Montana and Wyoming may prove more challenging in the immediate term, Colorado and North Dakota show more promise. According to the Colorado Office of Economic Development & International Trade, Colorado has become internationally known as a global tech hub with nearly 11,000 technology companies located there, employing nearly 150,000 people. Likewise, North Dakota’s Governor Doug Burgum envisions increased investment in his state’s infrastructure and the technology necessary to support emerging technology. Dakota State’s proximity to Fargo, North Dakota’s population center, and recent partnership with North Dakota State University to host its first GenCyber camp, gives DSU potential recruiting success in North Dakota. With these points in mind, the prospect for market expansion due to a progressive pricing strategy provides DSU with the opportunity to not only increase enrollment but to establish new partnerships for student outcomes success and to positively impact economic and workforce development in South Dakota.

As for expected recruitment initiatives, preliminarily DSU would expand its student search areas, adding regional targets and developing individualized communication plans. The university would likely add the Denver national college fair as a face-to-face recruitment opportunity. Also, the university would broaden the collaboration efforts with DSU faculty members to deliver presentations in magnet or STEM schools. Finally, partnerships would be created with alumni to create recruitment opportunities in areas that are currently outside of the typical travel territories. The marketing plan would supplement and support these initiatives, largely through a general awareness campaign with targeted messaging regarding the newly reduced tuition rate and DSU’s in-demand, technology-based majors. The campaign would predominantly focus on digital marketing outlets (social media, retargeting) and out of home advertising formats (Spotify, billboards).
Adjacent State Enrollment

The following table shows enrollment from these states for the last three fall semesters. The enrollment is total enrollment, regardless of on-campus or online.

<table>
<thead>
<tr>
<th>State of Residence</th>
<th>Fall 2016 Freshmen</th>
<th>Transfers</th>
<th>Total</th>
<th>Fall 2017 Freshmen</th>
<th>Transfers</th>
<th>Total</th>
<th>Fall 2018 Freshmen</th>
<th>Transfers</th>
<th>Total</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Iowa</td>
<td>7</td>
<td>15</td>
<td>22</td>
<td>26</td>
<td>8</td>
<td>34</td>
<td>25</td>
<td>9</td>
<td>34</td>
<td>54.5%</td>
</tr>
<tr>
<td>Nebraska</td>
<td>4</td>
<td>2</td>
<td>6</td>
<td>8</td>
<td>2</td>
<td>10</td>
<td>11</td>
<td>7</td>
<td>18</td>
<td>200.0%</td>
</tr>
<tr>
<td>Colorado</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>5</td>
<td>2</td>
<td>7</td>
<td>6</td>
<td>1</td>
<td>7</td>
<td>700.0%</td>
</tr>
<tr>
<td>Montana</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>-66.7%</td>
</tr>
<tr>
<td>North Dakota</td>
<td>11</td>
<td>7</td>
<td>18</td>
<td>9</td>
<td>9</td>
<td>18</td>
<td>7</td>
<td>4</td>
<td>11</td>
<td>-38.9%</td>
</tr>
<tr>
<td>Wyoming</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>3</td>
<td>200.0%</td>
</tr>
</tbody>
</table>

Breakeven Analysis Using Freshman and New Transfers

**DSU - Montana Breakeven Analysis**

<table>
<thead>
<tr>
<th></th>
<th>Current Student FTE</th>
<th>FY18 Credit Hours</th>
<th>Tuition Revenue per nonresident credit hour</th>
<th>Total Tuition Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Revenue at Nonresident Rates</td>
<td>0</td>
<td>0</td>
<td>$342.40</td>
<td>$0</td>
</tr>
<tr>
<td>Projected Revenue at Proposed Resident Rates</td>
<td>0</td>
<td>0</td>
<td>$243.30</td>
<td>$0</td>
</tr>
<tr>
<td>Tuition Revenue Loss</td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Breakeven Credit Hours</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>New FTE required to breakeven</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>
### DSU - North Dakota Breakeven Analysis

<table>
<thead>
<tr>
<th>FTE</th>
<th>FY18 Credit Hours</th>
<th>Tuition Revenue per nonresident credit hour</th>
<th>Total Tuition Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Revenue at Nonresident Rates</td>
<td>10</td>
<td>300</td>
<td>$342.40</td>
</tr>
<tr>
<td>Projected Revenue at Proposed Resident Rates</td>
<td>10</td>
<td>300</td>
<td>$243.30</td>
</tr>
<tr>
<td>Tuition Revenue Loss</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Breakeven Credit Hours</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New FTE required to breakeven</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### DSU - Wyoming Breakeven Analysis

<table>
<thead>
<tr>
<th>FTE</th>
<th>FY18 Credit Hours</th>
<th>Tuition Revenue per nonresident credit hour</th>
<th>Total Tuition Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Revenue at Nonresident Rates</td>
<td>1</td>
<td>29</td>
<td>$342.40</td>
</tr>
<tr>
<td>Projected Revenue at Proposed Resident Rates</td>
<td>1</td>
<td>29</td>
<td>$243.30</td>
</tr>
<tr>
<td>Tuition Revenue Loss</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Breakeven Credit Hours</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New FTE required to breakeven</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### DSU - Colorado Breakeven Analysis

<table>
<thead>
<tr>
<th>FTE</th>
<th>FY18 Credit Hours</th>
<th>Tuition Revenue per nonresident credit hour</th>
<th>Total Tuition Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Revenue at Nonresident Rates</td>
<td>4</td>
<td>114</td>
<td>$342.40</td>
</tr>
<tr>
<td>Projected Revenue at Proposed Resident Rates</td>
<td>4</td>
<td>114</td>
<td>$243.30</td>
</tr>
<tr>
<td>Tuition Revenue Loss</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Breakeven Credit Hours</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New FTE required to breakeven</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---


Northern State University

NSU requests that students who are residents of Colorado, Wyoming and Montana be eligible for the adjacent state tuition rate beginning with the 2019 summer term. Currently, students enrolled at NSU from North Dakota, Iowa and Nebraska all pay the adjacent state rate which is equal to the South Dakota resident tuition rate. Expanding the adjacent state rate to include students from Colorado, Wyoming and Montana will provide an opportunity for NSU to be more competitive when recruiting students from all surrounding states.

NSU had no first time, full-time freshman students from Wyoming or Montana and just one from Colorado in the fall of 2018. It is extremely difficult to recruit a student from those states given the cost of Western Undergraduate tuition (WUE) compared to the resident tuition rate a student pays if they attend school in their home state. Although NSU was able to attract one transfer student from Wyoming and two from Montana in the fall of 2018, we were unsuccessful in recruiting new freshman who expressed interest in NSU. A total of 29 students from Colorado, Wyoming and Montana applied to NSU in 2018; 27 of those students were accepted but none of them enrolled as full-time students. NSU has the capacity in all programs and in our residence halls to accommodate additional students. Since NSU currently has no first time, full-time freshman from these states, gaining even one student will generate additional tuition and auxiliary revenue.

NSU plans to market the adjacent state rate in Colorado, Wyoming and Montana in a variety of ways including:

- Direct mail and e-mail announcement of the tuition rate;
- Update of NSU website and Net Price Calculator to reflect adjacent state tuition rate for Colorado, Wyoming and Montana;
- Purchase of ACT names;
- Press release to targeted newspapers;
- Update of social media information across all NSU accounts;
- Production of new recruitment materials for admissions, coaches and fine arts recruiters;
- Promotion of the new rate through digital advertising; and
- Identification of key high schools and targeting all aspects of marketing to those schools including newspapers, digital marketing, mailings to school counselors and visits from admission counselors.

In addition to quality academic programs, marketing and admissions efforts will highlight the new residence halls, the new athletic and recreational fields and the new Regional Science Education Center. The pod style design of Great Plains East is a great housing option for freshman, providing students with ample opportunity to connect with their peers who are also just learning to navigate college life. The variety of room options along with amenities such as the game cleaning room in Great Plains West make that residence hall a unique and attractive housing option for upper classmen. The athletic and recreational fields provide students with the opportunity to participate in athletic programs, intramurals sports, and other activities in a premier facility. The Regional Science Education Center will provide students with a modern,
state of the art learning environment. A unique partnership that can be promoted is the combined
effort between the Millicent Atkins School of Education and the South Dakota School for the
Blind and Visually Impaired to train teachers to work with visually impaired students. NSU also
has an extensive list of clubs and activities in which students can become involved. The student
experience is enriched for students who choose to become active in co-curricular activities such
as the NSU Honor’s Program, debate, student government, the Undergraduate Research Program
and Study Abroad.

When the adjacent state tuition rate was implemented for Iowa in FY17, enrollments
increased from just one student in the fall of 2015 to five students in the fall of 2018. While we
recognize that recruiting students from as far away as Colorado, Wyoming or Montana is not a
simple task, continuing to offer the same non-resident tuition rate will likely generate the same
results…no students. NSU has been described as an institution with public tuition rates that
looks and feels like a private university. Trying a new approach to promote this view and
offering the adjacent state tuition rate along with more aggressive recruiting efforts will help
leverage the investments that have been made in our high quality academic, athletic and fine arts
programs and our beautiful campus.

Using freshman and new transfers from FY18 the breakeven analysis follows for
Colorado, Montana and Wyoming.

**NSU - Colorado Breakeven Analysis**

<table>
<thead>
<tr>
<th>Freshman and New Transfer FTE</th>
<th>FY18 Credit Hours</th>
<th>Tuition Revenue per nonresident credit hour</th>
<th>Total Tuition Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Revenue at Nonresident Rates</td>
<td>1</td>
<td>24</td>
<td>$342.40</td>
</tr>
<tr>
<td>Projected Revenue at Resident Rates</td>
<td>1</td>
<td>24</td>
<td>$243.30</td>
</tr>
<tr>
<td>Tuition Revenue Loss</td>
<td></td>
<td></td>
<td>($2,378)</td>
</tr>
<tr>
<td>Breakeven Credit Hours</td>
<td></td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>New FTE required to Breakeven</td>
<td></td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

**NSU - Montana Breakeven Analysis**

<table>
<thead>
<tr>
<th>Freshman and New Transfer FTE</th>
<th>FY18 Credit Hours</th>
<th>Tuition Revenue per nonresident credit hour</th>
<th>Total Tuition Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Revenue at Nonresident Rates</td>
<td>0</td>
<td>0</td>
<td>$342.40</td>
</tr>
<tr>
<td>Projected Revenue at Resident Rates</td>
<td>0</td>
<td>0</td>
<td>$243.30</td>
</tr>
<tr>
<td>Tuition Revenue Loss</td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Breakeven Credit Hours</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>New FTE required to Breakeven</td>
<td></td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>
NSU - Wyoming Breakeven Analysis

<table>
<thead>
<tr>
<th></th>
<th>Freshman and New Transfer FTE</th>
<th>FY18 Credit Hours</th>
<th>Tuition Revenue per nonresident credit hour</th>
<th>Total Tuition Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Revenue at Nonresident Rates</td>
<td>0</td>
<td>0</td>
<td>$342.40</td>
<td>$0</td>
</tr>
<tr>
<td>Projected Revenue at Resident Rates</td>
<td>0</td>
<td>0</td>
<td>$243.30</td>
<td>$0</td>
</tr>
<tr>
<td>Tuition Revenue Loss</td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Breakeven Credit Hours</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>New FTE required to Breakeven</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>
South Dakota School of Mines and Technology

SDSM&T sets annual first-time freshmen enrollment goals in an effort to support our goal of increased enrollment. In the last four years, we have fallen short in our efforts. Even though fall 2017 saw the largest number of prospects in the history of the university, we still fell nearly 15% below our enrollment target.

<table>
<thead>
<tr>
<th>First-time, Full-time Students</th>
<th>Fall 2014</th>
<th>Fall 2015</th>
<th>Fall 2016</th>
<th>Fall 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prospects</td>
<td>15,173</td>
<td>15,416</td>
<td>14,319</td>
<td>29,017</td>
</tr>
<tr>
<td>Inquiries</td>
<td>6,606</td>
<td>6,156</td>
<td>6,221</td>
<td>6,727</td>
</tr>
<tr>
<td>Completed Applications</td>
<td>1,383</td>
<td>1,299</td>
<td>1,212</td>
<td>1,276</td>
</tr>
<tr>
<td>Accepts</td>
<td>1,329</td>
<td>1,208</td>
<td>1,120</td>
<td>1,219</td>
</tr>
<tr>
<td>Enrolled</td>
<td>591</td>
<td>495</td>
<td>492</td>
<td>459</td>
</tr>
</tbody>
</table>

Yield Rate (Enrolled/Accept) 44.47% 40.98% 43.93% 37.65%

| Enrollment Goal               | 650       | 538       |

SDSM&T is not the only university facing enrollment challenges, as a decline in enrollment at degree-granting institutions has been a trend nationwide. This trend is forcing universities to more aggressively and creatively recruit prospective students.

In absolute terms, total enrollment in degree-granting institutions has declined by more than 800,000 students in four years.
In order to achieve our enrollment goals, SDSM&T must attract students from states outside of South Dakota. As can be seen in the information below, SDSM&T is competing with 22 other institutions of higher education in South Dakota for slightly more than 2,600 students.

The most likely target for achieving our enrollment targets are the states surrounding South Dakota.

<table>
<thead>
<tr>
<th>State</th>
<th>Number of Seniors Leaving State for College</th>
</tr>
</thead>
<tbody>
<tr>
<td>Iowa</td>
<td>3,145</td>
</tr>
<tr>
<td>Montana</td>
<td>1,305</td>
</tr>
<tr>
<td>North Dakota</td>
<td>1,225</td>
</tr>
<tr>
<td>Wyoming</td>
<td>744</td>
</tr>
<tr>
<td>Nebraska</td>
<td>2,784</td>
</tr>
<tr>
<td>Colorado</td>
<td>7,826</td>
</tr>
<tr>
<td>Total</td>
<td>17,029</td>
</tr>
</tbody>
</table>

** Interstate Migration of College Freshmen 1986-2012, 2014

In Iowa, the number of high school graduates is at a five-year high, but the number of new students projected to enroll at the South Dakota School of Mines for fall 2018 is at a five-year low at only six (6) students.
The number of high school graduates in Montana is projected to increase by 5.8% in the next several years for an average of 10,000 graduates per year. As of fall 2018, the South Dakota School of Mines only had seven (7) total undergraduate students enrolled from the state of Montana.

In North Dakota, fluctuation in total number of high school graduates is small. The difference between the highest and lowest number of graduates per year over the past five years is only 134. However, we’re projected to enroll nearly 80% fewer students than five years ago with only three (3) students enrolling at SDSM&T for fall 2018.

In Wyoming, high school graduate numbers are relatively steady, but we’re projected to bring in our smallest class in five years with only seven (7) total students.
The tables below illustrate enrollment data for first-time/full-time students from Iowa, Montana, North Dakota, and Wyoming as well as the estimated break-even FTE requirements if in-state rates were offered for each:

### SDSM&T - Iowa Breakeven Analysis

<table>
<thead>
<tr>
<th>Freshman and New Transfer FTE</th>
<th>FY18 Credit Hours</th>
<th>Tuition Revenue per nonresident credit hour</th>
<th>Total Tuition Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Revenue at Nonresident Rates</td>
<td>24</td>
<td>7070</td>
<td>$391.10</td>
</tr>
<tr>
<td>Projected Revenue at Resident Rates</td>
<td>24</td>
<td>707</td>
<td>$249.70</td>
</tr>
</tbody>
</table>

| Tuition Revenue Loss | ($99,970) |
| Breakeven Credit Hours | 401 |
| New FTE required to Breakeven | 14 |

### SDSM&T - Montana Breakeven Analysis

<table>
<thead>
<tr>
<th>Freshman and New Transfer FTE</th>
<th>FY18 Credit Hours</th>
<th>Tuition Revenue per nonresident credit hour</th>
<th>Total Tuition Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Revenue at Nonresident Rates</td>
<td>6</td>
<td>168</td>
<td>$391.10</td>
</tr>
<tr>
<td>Projected Revenue at Resident Rates</td>
<td>6</td>
<td>168</td>
<td>$249.70</td>
</tr>
</tbody>
</table>

| Tuition Revenue Loss | ($23,755) |
| Breakeven Credit Hours | 96 |
| New FTE required to Breakeven | 4 |

### SDSM&T - North Dakota Breakeven Analysis

<table>
<thead>
<tr>
<th>Freshman and New Transfer FTE</th>
<th>FY18 Credit Hours</th>
<th>Tuition Revenue per nonresident credit hour</th>
<th>Total Tuition Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Revenue at Nonresident Rates</td>
<td>9</td>
<td>259</td>
<td>$391.10</td>
</tr>
<tr>
<td>Projected Revenue at Resident Rates</td>
<td>9</td>
<td>259</td>
<td>$249.70</td>
</tr>
</tbody>
</table>

| Tuition Revenue Loss | ($36,623) |
| Breakeven Credit Hours | 147 |
| New FTE required to Breakeven | 5 |
SDSM&T - Wyoming Breakeven Analysis

<table>
<thead>
<tr>
<th>Freshman and New Transfer FTE</th>
<th>FY18 Credit Hours</th>
<th>Tuition Revenue per nonresident credit hour</th>
<th>Total Tuition Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Revenue at Nonresident Rates</td>
<td>21 601</td>
<td>$391.10</td>
<td>$235,051</td>
</tr>
<tr>
<td>Projected Revenue at Resident Rates</td>
<td>21 601</td>
<td>$249.70</td>
<td>$150,070</td>
</tr>
<tr>
<td>Tuition Revenue Loss</td>
<td></td>
<td></td>
<td>($84,981)</td>
</tr>
<tr>
<td>Breakeven Credit Hours</td>
<td>341</td>
<td></td>
<td></td>
</tr>
<tr>
<td>New FTE required to Breakeven</td>
<td>12</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The South Dakota School of Mines has continued to lose market share in these adjacent states and must reverse this trend in order to maintain its current student body enrollment. After rolling out the Nebraska and Colorado in-state rates this past December, we have seen considerable increases in the number of applications, acceptances, and committed students from these states for fall 2018. In fact, the numbers are record-setting. We anticipate the same type of response with in-state rates for the remaining adjacent states.

There was an increase of 29 new Nebraska students, surpassing the additional 4 we would have needed to break even and 22 new Colorado students which met our criteria for the in-state rate, exceeding the required 10 to break even.

The following tables illustrate enrollment data for first-time/full-time students from Nebraska and Colorado:

**Nebraska FTFT**

<table>
<thead>
<tr>
<th>2014FA</th>
<th>2015FA</th>
<th>2016FA</th>
<th>2017FA</th>
<th>2018FA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicants</td>
<td>106</td>
<td>80</td>
<td>84</td>
<td>77</td>
</tr>
<tr>
<td>Acceptances</td>
<td>96</td>
<td>78</td>
<td>75</td>
<td>62</td>
</tr>
<tr>
<td>Enrollees</td>
<td>27</td>
<td>28</td>
<td>22</td>
<td>16</td>
</tr>
<tr>
<td>% Enrolled/Accepted</td>
<td>28.1%</td>
<td>35.9%</td>
<td>29.3%</td>
<td>25.8%</td>
</tr>
</tbody>
</table>

**Colorado FTFT**

<table>
<thead>
<tr>
<th>2014FA</th>
<th>2015FA</th>
<th>2016FA</th>
<th>2017FA</th>
<th>2018FA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicants</td>
<td>160</td>
<td>190</td>
<td>129</td>
<td>169</td>
</tr>
<tr>
<td>Acceptances</td>
<td>151</td>
<td>179</td>
<td>116</td>
<td>159</td>
</tr>
<tr>
<td>Enrollees</td>
<td>52</td>
<td>64</td>
<td>46</td>
<td>60</td>
</tr>
<tr>
<td>% Enrolled/Accepted</td>
<td>34.4%</td>
<td>35.8%</td>
<td>39.7%</td>
<td>37.7%</td>
</tr>
</tbody>
</table>
The in-state rate approved for Colorado in FY18 was for our high achieving students with both a 27 ACT and a 3.5 GPA.

We know that cost of attendance is the single leading reason students accepted at SDSM&T choose not to attend, as shown by our most recent survey of said students.
Approval of resident rates for adjacent states will assist SDSM&T in its efforts to be more competitive in enrolling accepted students. By offering resident rates to their students, we were able to enroll slightly more than 43% of accepted students from Nebraska and Colorado. By enrolling 43% of the applicants from the remaining surrounding states, we would easily exceed the number needed to break even, even assuming no additional applicants due to the revised rate.

<table>
<thead>
<tr>
<th>State</th>
<th>2018 Accepted Students</th>
<th>New Full-Time Students if 43% Enrolled</th>
<th>New Full-Time Students to Break Even</th>
</tr>
</thead>
<tbody>
<tr>
<td>Iowa</td>
<td>25</td>
<td>11</td>
<td>11</td>
</tr>
<tr>
<td>Montana</td>
<td>11</td>
<td>5</td>
<td>3</td>
</tr>
<tr>
<td>North Dakota</td>
<td>20</td>
<td>9</td>
<td>5</td>
</tr>
<tr>
<td>Wyoming</td>
<td>48</td>
<td>21</td>
<td>10</td>
</tr>
</tbody>
</table>

Following is the marketing plan established by SDSM&T in the event these rates are approved by the Board at its December meeting.
<table>
<thead>
<tr>
<th>Initiative</th>
<th>Date of execution</th>
<th>New Initiative</th>
<th>Status</th>
<th>Person Responsible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Update the SDSM&amp;T webpage that outlines tuition rates with the approved adjacent rate</td>
<td>December 2018</td>
<td>Yes</td>
<td>Upon BOR approval</td>
<td>Molly Moore</td>
</tr>
<tr>
<td>Update visit folder sheet that outlines cost of attendance</td>
<td>December 2018</td>
<td>Yes</td>
<td>Upon BOR approval</td>
<td>Molly Moore/University Relations</td>
</tr>
<tr>
<td>Train Admissions Staff on the details of this new rate</td>
<td>December 2018</td>
<td>Yes</td>
<td>Added to staff meeting agenda for the week of 12/10</td>
<td>Molly Moore</td>
</tr>
<tr>
<td>Update Student Ambassadors on new rates</td>
<td>December 2018</td>
<td>Yes</td>
<td>Upon BOR approval</td>
<td>Ashli Maddox</td>
</tr>
<tr>
<td>Email to all senior adjacent state students who haven’t yet applied announcing the new award</td>
<td>December 2018</td>
<td>Yes</td>
<td>Upon BOR approval</td>
<td>University Relations &amp; Kinsey Whidby &amp; Ann Fischer</td>
</tr>
<tr>
<td>Letter to the families of junior adjacent students announcing the award and encouraging a campus visit</td>
<td>March 2019</td>
<td>Yes</td>
<td>Upon BOR approval</td>
<td>University Relations &amp; Kinsey Whidby &amp; Ann Fischer</td>
</tr>
<tr>
<td>Include rate information in every scholarship letter for students from adjacent states</td>
<td>February 2019</td>
<td>Yes</td>
<td>Upon BOR approval</td>
<td>Molly Moore</td>
</tr>
<tr>
<td>Ask Alumni Assoc. to announce rate in their e-news</td>
<td>December 2018</td>
<td>Yes</td>
<td>Upon BOR approval</td>
<td>Ann Brentlinger</td>
</tr>
<tr>
<td>Announce in-state tuition in Feb 2019 Hardrock magazine</td>
<td>February 2019</td>
<td>Yes</td>
<td>0%</td>
<td>Ann Brentlinger &amp; Mike Ray</td>
</tr>
<tr>
<td>Press release to all target states’ media announcing award</td>
<td>December 2018</td>
<td>Yes</td>
<td>Upon BOR approval</td>
<td>BOR, Ann Brentlinger &amp; Mike Ray</td>
</tr>
<tr>
<td>Ask Matt Hanley to send an email with rate info to all employers</td>
<td>December 2018</td>
<td>Yes</td>
<td>Upon BOR approval</td>
<td>Ann Brentlinger &amp; Matt Hanley</td>
</tr>
<tr>
<td>Develop new landing page for above Google campaign with tuition and visit info</td>
<td>December 2018</td>
<td>Yes</td>
<td>Upon BOR approval</td>
<td>Ann Brentlinger, Phelan Scherer, and BHSU staff</td>
</tr>
<tr>
<td>Update Google Remarketing campaign to include instate tuition info in ads and on landing page</td>
<td>December 2018</td>
<td>No</td>
<td>Upon BOR approval</td>
<td>Ann Brentlinger &amp; Phelan Scherer</td>
</tr>
<tr>
<td>Description</td>
<td>Date</td>
<td>Approved</td>
<td>Status</td>
<td>Contact(s)</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
<td>------------</td>
<td>----------</td>
<td>--------------------</td>
<td>-------------------------------------</td>
</tr>
<tr>
<td>Poster about rate and visit to all high schools in target states (ex Neb – sent last year)</td>
<td>January 2019</td>
<td>Yes</td>
<td>Upon BOR approval</td>
<td>Ann Brentlinger, Brian Hill</td>
</tr>
<tr>
<td>Web Homepage Banner announcing rate</td>
<td>December 2018</td>
<td>No</td>
<td>Upon BOR approval</td>
<td>Julia Easton</td>
</tr>
<tr>
<td>Social media posts</td>
<td>December 2018</td>
<td>No</td>
<td>Post monthly Dec 2018-May 2019</td>
<td>Lynn Taylor Rick, Mike Ray</td>
</tr>
</tbody>
</table>
South Dakota State University

After monitoring the growth in first-time full-time Iowa students over the last two years as a result of the Iowa in-state tuition program, SDSU is in support of implementing a similar program in the adjacent states (excluding MN) and Colorado. In our effort to increase enrollment, we believe this proposal offers SDSU another opportunity to ensure SDSU reaches its enrollment targets. In addition, the policy change allowing the growth in tuition to be used for resident scholarships will allow SDSU to better serve South Dakota residents.

Based on the adjacent state proposal, it appears that SDSU’s breakeven point would be an increase of about nine (9) freshman per year and adding Colorado would be another five (5) students. Our first year risk in revenue decrease would only be about $87,701, if unable to increase enrollment from these states. We believe the potential for growth in these states outweighs the risk and we are supportive of this initiative. Our marketing plan will include updating our promotional materials, as well as strategic mailings and media releases in these areas. We would also identify key schools to target for visits from our admissions staff.

SDSU - Colorado Breakeven Analysis

<table>
<thead>
<tr>
<th>Freshman and New Transfer FTE</th>
<th>FY18 Credit Hours</th>
<th>Tuition Revenue per nonresident credit hour</th>
<th>Total Tuition Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Revenue at Nonresident Rates</td>
<td>10</td>
<td>278</td>
<td>$360.50</td>
</tr>
<tr>
<td>Projected Revenue at Resident Rates</td>
<td>10</td>
<td>278</td>
<td>$248.35</td>
</tr>
<tr>
<td>Tuition Revenue Loss</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Breakeven Credit Hours</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New FTE required to Breakeven</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### SDSU - Montana Breakeven Analysis

<table>
<thead>
<tr>
<th></th>
<th>Freshman and New Transfer FTE</th>
<th>FY18 Credit Hours</th>
<th>Tuition Revenue per nonresident credit hour</th>
<th>Total Tuition Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Revenue at Nonresident Rates</td>
<td>1</td>
<td>29</td>
<td>$360.50</td>
<td>$10,455</td>
</tr>
<tr>
<td>Projected Revenue at Resident Rates</td>
<td>1</td>
<td>29</td>
<td>$248.35</td>
<td>$7,202</td>
</tr>
<tr>
<td>Tuition Revenue Loss</td>
<td></td>
<td></td>
<td></td>
<td>($3,252)</td>
</tr>
<tr>
<td>Breakeven Credit Hours</td>
<td></td>
<td></td>
<td></td>
<td>14</td>
</tr>
<tr>
<td>New FTE required to Breakeven</td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

### SDSU - North Dakota Breakeven Analysis

<table>
<thead>
<tr>
<th></th>
<th>Freshman and New Transfer FTE</th>
<th>FY18 Credit Hours</th>
<th>Tuition Revenue per nonresident credit hour</th>
<th>Total Tuition Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Revenue at Nonresident Rates</td>
<td>15</td>
<td>436</td>
<td>$360.50</td>
<td>$157,178</td>
</tr>
<tr>
<td>Projected Revenue at Resident Rates</td>
<td>15</td>
<td>436</td>
<td>$248.35</td>
<td>$108,281</td>
</tr>
<tr>
<td>Tuition Revenue Loss</td>
<td></td>
<td></td>
<td></td>
<td>($48,897)</td>
</tr>
<tr>
<td>Breakeven Credit Hours</td>
<td></td>
<td></td>
<td></td>
<td>197</td>
</tr>
<tr>
<td>New FTE required to Breakeven</td>
<td></td>
<td></td>
<td></td>
<td>7</td>
</tr>
</tbody>
</table>

### SDSU - Wyoming Breakeven Analysis

<table>
<thead>
<tr>
<th></th>
<th>Freshman and New Transfer FTE</th>
<th>FY18 Credit Hours</th>
<th>Tuition Revenue per nonresident credit hour</th>
<th>Total Tuition Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Revenue at Nonresident Rates</td>
<td>2</td>
<td>39</td>
<td>$360.50</td>
<td>$14,060</td>
</tr>
<tr>
<td>Projected Revenue at Resident Rates</td>
<td>2</td>
<td>39</td>
<td>$248.35</td>
<td>$9,686</td>
</tr>
<tr>
<td>Tuition Revenue Loss</td>
<td></td>
<td></td>
<td></td>
<td>($4,374)</td>
</tr>
<tr>
<td>Breakeven Credit Hours</td>
<td></td>
<td></td>
<td></td>
<td>18</td>
</tr>
<tr>
<td>New FTE required to Breakeven</td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>
University of South Dakota

A key to USD’s recent enrollment success has been offering resident tuition rates to incoming students from Iowa and Nebraska. This is important to the state and its workforce goals because data indicates that 30% of non-resident students who attend a South Dakota public university stay in the state, making USD one of the state’s most effective workforce recruiters. In an effort to capitalize on these enrollment gains, USD would like to turn its attention toward capturing increased market share of three more adjacent states (plus Colorado) through the use of the in-state tuition rate.

The first of these adjacent states is Montana which will need to grow in all categories of the enrollment funnel to see significant enrollment growth. Below you will find USD’s current state of enrollment for Montana.

The break-even point for this pilot in Montana is one (1) new student each year which is based on the chart below. USD sees this financial indicator as a level which we can reasonably accomplish with minimal additions to our marketing expenditures.

### USD - Montana Breakeven Analysis

<table>
<thead>
<tr>
<th></th>
<th>Freshman and New Transfer FTE</th>
<th>FY18 Credit Hours</th>
<th>Tuition Revenue per nonresident credit hour</th>
<th>Total Tuition Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Revenue at Nonresident Rates</td>
<td>1</td>
<td>21</td>
<td>$360.50</td>
<td>$7,571</td>
</tr>
<tr>
<td>Projected Revenue at Resident Rates</td>
<td>1</td>
<td>21</td>
<td>$248.35</td>
<td>$5,215</td>
</tr>
<tr>
<td>Tuition Revenue Loss</td>
<td></td>
<td></td>
<td></td>
<td>($2,355)</td>
</tr>
<tr>
<td>Breakeven Credit Hours</td>
<td></td>
<td></td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>New FTE required to Breakeven</td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

The second adjacent states USD wants to focus on is North Dakota. Below you will find USD’s current state of enrollment for North Dakota.
North Dakota has not been a large producer of enrollment for USD due its distance from Vermillion and a price point that is not competitive with similar North Dakota institutions. On average USD has seen 15 admits from North Dakota over the past four years yet one enrollee last year and on average 4 enrollees the past four years. However, with a new pricing strategy USD sees an opportunity for increases in enrollment from North Dakota.

The break-even point for this pilot in North Dakota is four (4) new students each year which is based on the chart below.

**USD - North Dakota Breakeven Analysis**

<table>
<thead>
<tr>
<th></th>
<th>Freshman and New Transfer FTE</th>
<th>FY18 Credit Hours</th>
<th>Tuition Revenue per nonresident credit hour</th>
<th>Total Tuition Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Revenue at Nonresident Rates</td>
<td>8</td>
<td>237</td>
<td>$360.50</td>
<td>$85,439</td>
</tr>
<tr>
<td>Projected Revenue at Resident Rates</td>
<td>8</td>
<td>237</td>
<td>$248.35</td>
<td>$58,859</td>
</tr>
<tr>
<td>Tuition Revenue Loss</td>
<td></td>
<td></td>
<td></td>
<td>($26,580)</td>
</tr>
<tr>
<td>Breakeven Credit Hours</td>
<td></td>
<td></td>
<td></td>
<td>108</td>
</tr>
<tr>
<td>New FTE required to Breakeven</td>
<td></td>
<td></td>
<td></td>
<td>4</td>
</tr>
</tbody>
</table>

The third and final of these adjacent states is Wyoming. Wyoming has shown some promising results for the past two years despite a yield rate from admitted to enrolled of 12%. Below are the past four years of funnel results for Wyoming.
As is shown above our Wyoming admits had a record year, but our yield rate was below that of 2017FA. For this reason, USD sees opportunity for increased yield from those admits who have price as one of their top determining factors.

The break-even point for this pilot in Wyoming is two (2) new students each year which is based on the chart below. This low break-even point, along with a slumping yield rate in Wyoming, gives us the confidence that we can see future enrollment growth in Wyoming at USD.

**USD - Wyoming Breakeven Analysis**

<table>
<thead>
<tr>
<th></th>
<th>Freshman and New Transfer FTE</th>
<th>FY18 Credit Hours</th>
<th>Tuition Revenue per nonresident credit hour</th>
<th>Total Tuition Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Revenue at Nonresident Rates</td>
<td>3</td>
<td>68</td>
<td>$360.50</td>
<td>$24,514</td>
</tr>
<tr>
<td>Projected Revenue at Resident Rates</td>
<td>3</td>
<td>68</td>
<td>$248.35</td>
<td>$16,888</td>
</tr>
<tr>
<td>Tuition Revenue Loss</td>
<td></td>
<td></td>
<td>($7,626)</td>
<td></td>
</tr>
<tr>
<td>Breakeven Credit Hours</td>
<td></td>
<td></td>
<td>31</td>
<td></td>
</tr>
<tr>
<td>New FTE required to Breakeven</td>
<td></td>
<td></td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

In addition to the three adjacent states discussed above, USD would also like to target Colorado for the in-state proposal. Below you will find USD’s current state of enrollment for Colorado.
As reflected above, the green arrow shows that last year’s Colorado student’s grew by six (6) students due to intense marketing, reversing a three-year trend of declining enrollment (red arrow). For this reason, USD sees opportunity for continued increases in yield from admits in Colorado under an in-state rate pricing strategy.

The break-even point for this pilot in Colorado is two (2) new student each year based on the chart below. This low break-even enrolled count, compared to Iowa and Nebraska proposals, gives us the confidence that with a new marketing plan we will be able to enroll at least two (2) more students with this in-state rate for Colorado.

**USD - Colorado Breakeven Analysis**

<table>
<thead>
<tr>
<th>FTE</th>
<th>FY18 Credit Hours</th>
<th>Tuition Revenue per nonresident credit hour</th>
<th>Total Tuition Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freshman and New Transfer FTE</td>
<td>3</td>
<td>81</td>
<td>$360.50</td>
</tr>
<tr>
<td>Projected Revenue at Resident Rates</td>
<td>3</td>
<td>81</td>
<td>$248.35</td>
</tr>
<tr>
<td>Tuition Revenue Loss</td>
<td></td>
<td></td>
<td>($9,084)</td>
</tr>
<tr>
<td>Breakeven Credit Hours</td>
<td>37</td>
<td></td>
<td></td>
</tr>
<tr>
<td>New FTE required to Breakeven</td>
<td></td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

The following table outlines our marketing strategy for Montana, North Dakota, Wyoming and Colorado for the coming year if the program is approved in December of 2018.
<table>
<thead>
<tr>
<th>Initiatives</th>
<th>Date of execution</th>
<th>New Initiative</th>
<th>Status</th>
<th>Person Responsible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Postcard to CO,MT,ND,WY students noting the new cost</td>
<td>ASAB (As Soon as Approved by BOR) to entire prospect pool plus ongoing for new stealth applications from CO,MT,ND,WY</td>
<td>Yes</td>
<td>0%</td>
<td>Brittany</td>
</tr>
<tr>
<td>Email to CO,MT,ND,WY students noting the new cost</td>
<td>April 2018</td>
<td>Yes</td>
<td>0%</td>
<td>Brittany</td>
</tr>
<tr>
<td>Update USD website with new costs showing the CO,MT,ND,WY rate to match in-state rate</td>
<td>ASAB plus ongoing</td>
<td>Yes</td>
<td>0%</td>
<td>Brittany</td>
</tr>
<tr>
<td>Update to Net Price Calculator with new CO,MT,ND,WY rate</td>
<td>ASAB plus ongoing</td>
<td>No</td>
<td>0%</td>
<td>College Raptor/Mark</td>
</tr>
<tr>
<td>USD in 30 presentations by admission counselors to be updated with new CO,MT,ND,WY cost so that visitors know the value</td>
<td>ASAB plus ongoing</td>
<td>No</td>
<td>0%</td>
<td>Nick</td>
</tr>
<tr>
<td>Updated USD cost sheet noting CO,MT,ND,WY reduced pricing</td>
<td>December 2019</td>
<td>No</td>
<td>0%</td>
<td>Brittany</td>
</tr>
<tr>
<td>Specific image email with link to usd.edu/CO,MT,ND,WY to CO,MT,ND,WY Associations for College Admission Counseling driving to PURL on USD website</td>
<td>December 2019</td>
<td>Yes</td>
<td>0%</td>
<td>Scott/Brittany/Mark</td>
</tr>
<tr>
<td>Press Release to some targeted newspapers in CO,MT,ND,WY</td>
<td>January 2019</td>
<td>Yes</td>
<td>0%</td>
<td>Michelle</td>
</tr>
<tr>
<td>Estimated financial aid letters will be redone to emphasize the value of this new rate</td>
<td>February 2019</td>
<td>Yes</td>
<td>0%</td>
<td>Mark/Brittany</td>
</tr>
<tr>
<td>Social media updated across all USD accounts</td>
<td>ASAB</td>
<td>No</td>
<td></td>
<td>Michelle/Brittany</td>
</tr>
<tr>
<td>Google Adwords in CO,MT,ND,WY</td>
<td>Spending $200 on CO,MT,ND,WY IP addresses with key words related to higher education/costs, etc.</td>
<td>Yes</td>
<td>0%</td>
<td>Digital Strategist</td>
</tr>
</tbody>
</table>
Effective the summer of 2013, new students from Wyoming who attend BHSU receive the SD resident rate.

Effective the summer of 2016, new students from Iowa who attend DSU, NSU, SDSU, and USD receive the SD resident rate.

Effective the summer of 2018, new students from Montana who attend BHSU receive the SD resident rate.

Effective 1978, Minnesota residents pay the higher of two rates, either the resident tuition and fee rate at the university attended, or the weighted average of resident tuition and fee rates of nine Minnesota universities.

Effective the summer of 2004, new students from North Dakota who attend NSU receive the SD resident rate.

Effective the summer of 2018, new students from Nebraska who attend DSU, NSU, SDSM&T, SDSU and USD receive the SD resident rate.

Effective the summer of 2018, new students from Colorado who attend BHSU receive the SD resident rate.

Also, new students from Colorado with a minimum 27 ACT and 3.5 GPA who attend SDSM&T receive the SD resident rate.
## Breakeven Summary by State for FY20 Surrounding State Tuition Proposal

### Colorado Breakeven Summary

<table>
<thead>
<tr>
<th>School</th>
<th>Base Student FTE</th>
<th>Base Credit Hours</th>
<th>Tuition Reduction</th>
<th>Breakeven Credits</th>
<th>Breakeven Student FTE Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSU</td>
<td>4</td>
<td>114</td>
<td>$11,297</td>
<td>47</td>
<td>2</td>
</tr>
<tr>
<td>NSU</td>
<td>1</td>
<td>24</td>
<td>$2,378</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>SDSU</td>
<td>10</td>
<td>278</td>
<td>$31,178</td>
<td>126</td>
<td>5</td>
</tr>
<tr>
<td>USD</td>
<td>3</td>
<td>81</td>
<td>$9,084</td>
<td>37</td>
<td>2</td>
</tr>
<tr>
<td>Total</td>
<td>18</td>
<td>497</td>
<td>$53,937</td>
<td>220</td>
<td>10</td>
</tr>
</tbody>
</table>

### Montana Breakeven Summary

<table>
<thead>
<tr>
<th>School</th>
<th>Base Student FTE</th>
<th>Base Credit Hours</th>
<th>Tuition Reduction</th>
<th>Breakeven Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSU</td>
<td>0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>NSU</td>
<td>0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>SDSM&amp;T</td>
<td>6</td>
<td>168</td>
<td>$23,755</td>
<td>96</td>
</tr>
<tr>
<td>SDSU</td>
<td>1</td>
<td>29</td>
<td>$3,252</td>
<td>14</td>
</tr>
<tr>
<td>USD</td>
<td>1</td>
<td>21</td>
<td>$2,355</td>
<td>10</td>
</tr>
<tr>
<td>Total</td>
<td>8</td>
<td>218</td>
<td>29,362</td>
<td>120</td>
</tr>
</tbody>
</table>

### North Dakota Breakeven Summary

<table>
<thead>
<tr>
<th>School</th>
<th>Base Student FTE</th>
<th>Base Credit Hours</th>
<th>Tuition Reduction</th>
<th>Breakeven Credits</th>
<th>Breakeven Student FTE Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>BHSU</td>
<td>16</td>
<td>469</td>
<td>$47,604</td>
<td>188</td>
<td>7</td>
</tr>
<tr>
<td>DSU</td>
<td>10</td>
<td>300</td>
<td>$29,730</td>
<td>123</td>
<td>5</td>
</tr>
<tr>
<td>SDSM&amp;T</td>
<td>9</td>
<td>259</td>
<td>$36,623</td>
<td>147</td>
<td>5</td>
</tr>
<tr>
<td>SDSU</td>
<td>15</td>
<td>436</td>
<td>$48,897</td>
<td>197</td>
<td>7</td>
</tr>
<tr>
<td>USD</td>
<td>8</td>
<td>237</td>
<td>$26,580</td>
<td>108</td>
<td>4</td>
</tr>
<tr>
<td>Total</td>
<td>58</td>
<td>1,701</td>
<td>189,434</td>
<td>763</td>
<td>28</td>
</tr>
</tbody>
</table>

### Iowa Breakeven Summary

<table>
<thead>
<tr>
<th>School</th>
<th>Base Student FTE</th>
<th>Base Credit Hours</th>
<th>Tuition Reduction</th>
<th>Breakeven Credits</th>
<th>Breakeven Student FTE Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>BHSU</td>
<td>3</td>
<td>86</td>
<td>$8,729</td>
<td>35</td>
<td>2</td>
</tr>
<tr>
<td>SDSM&amp;T</td>
<td>24</td>
<td>707</td>
<td>$99,970</td>
<td>401</td>
<td>14</td>
</tr>
<tr>
<td>Total</td>
<td>27</td>
<td>793</td>
<td>$108,699</td>
<td>436</td>
<td>16</td>
</tr>
</tbody>
</table>

### Nebraska Breakeven Summary

<table>
<thead>
<tr>
<th>School</th>
<th>Base Student FTE</th>
<th>Base Credit Hours</th>
<th>Tuition Reduction</th>
<th>Breakeven Credits</th>
<th>Breakeven Student FTE Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>BHSU</td>
<td>16</td>
<td>460</td>
<td>46,690</td>
<td>184</td>
<td>7</td>
</tr>
<tr>
<td>Total</td>
<td>16</td>
<td>460</td>
<td>46,690</td>
<td>184</td>
<td>7</td>
</tr>
</tbody>
</table>

### Wyoming Breakeven Summary

<table>
<thead>
<tr>
<th>School</th>
<th>Base Student FTE</th>
<th>Base Credit Hours</th>
<th>Tuition Reduction</th>
<th>Breakeven Credits</th>
<th>Breakeven Student FTE Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSU</td>
<td>1</td>
<td>29</td>
<td>$2,874</td>
<td>12</td>
<td>1</td>
</tr>
<tr>
<td>NSU</td>
<td>0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>SDSM&amp;T</td>
<td>21</td>
<td>601</td>
<td>$84,981</td>
<td>341</td>
<td>12</td>
</tr>
<tr>
<td>SDSU</td>
<td>2</td>
<td>39</td>
<td>$4,374</td>
<td>18</td>
<td>1</td>
</tr>
<tr>
<td>USD</td>
<td>3</td>
<td>68</td>
<td>$7,626</td>
<td>31</td>
<td>2</td>
</tr>
<tr>
<td>Total</td>
<td>27</td>
<td>737</td>
<td>99,855</td>
<td>402</td>
<td>16</td>
</tr>
<tr>
<td>Totals</td>
<td>154</td>
<td>4,406</td>
<td>$27,977</td>
<td>2,125</td>
<td>83</td>
</tr>
</tbody>
</table>

4504
## Breakeven Summary by University for FY20 Surrounding State Tuition Proposal

### Black Hills State University
#### Surrounding State Breakeven Summary

<table>
<thead>
<tr>
<th>State</th>
<th>Base Student FTE</th>
<th>Base Credit Hours</th>
<th>Tuition Reduction</th>
<th>Breakeven Credits</th>
<th>Breakeven Student FTE Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Iowa</td>
<td>3</td>
<td>86</td>
<td>$8,729</td>
<td>35</td>
<td>2</td>
</tr>
<tr>
<td>Nebraska</td>
<td>16</td>
<td>460</td>
<td>$46,690</td>
<td>184</td>
<td>7</td>
</tr>
<tr>
<td>North Dakota</td>
<td>16</td>
<td>469</td>
<td>$47,604</td>
<td>188</td>
<td>7</td>
</tr>
<tr>
<td>Total</td>
<td>35</td>
<td>1,015</td>
<td>$103,023</td>
<td>407</td>
<td>16</td>
</tr>
</tbody>
</table>

### Dakota State University
#### Surrounding State Breakeven Summary

<table>
<thead>
<tr>
<th>State</th>
<th>Base Student FTE</th>
<th>Base Credit Hours</th>
<th>Tuition Reduction</th>
<th>Breakeven Credits</th>
<th>Breakeven Student FTE Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Colorado</td>
<td>4</td>
<td>114</td>
<td>$11,297</td>
<td>47</td>
<td>2</td>
</tr>
<tr>
<td>Montana</td>
<td>0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>North Dakota</td>
<td>10</td>
<td>300</td>
<td>$29,730</td>
<td>123</td>
<td>5</td>
</tr>
<tr>
<td>Wyoming</td>
<td>1</td>
<td>29</td>
<td>$2,874</td>
<td>12</td>
<td>1</td>
</tr>
<tr>
<td>Total</td>
<td>15</td>
<td>443</td>
<td>$43,901</td>
<td>182</td>
<td>8</td>
</tr>
</tbody>
</table>

### Northern State University
#### Surrounding State Breakeven Summary

<table>
<thead>
<tr>
<th>State</th>
<th>Base Student FTE</th>
<th>Base Credit Hours</th>
<th>Tuition Reduction</th>
<th>Breakeven Credits</th>
<th>Breakeven Student FTE Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Colorado</td>
<td>1</td>
<td>24</td>
<td>$2,378</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>Montana</td>
<td>0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Wyoming</td>
<td>0</td>
<td>0</td>
<td>$0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>1</td>
<td>24</td>
<td>$2,378</td>
<td>10</td>
<td>1</td>
</tr>
</tbody>
</table>

### South Dakota School of Mines and Technology
#### Surrounding State Breakeven Summary

<table>
<thead>
<tr>
<th>State</th>
<th>Base Student FTE</th>
<th>Base Credit Hours</th>
<th>Tuition Reduction</th>
<th>Breakeven Credits</th>
<th>Breakeven Student FTE Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Iowa</td>
<td>24</td>
<td>707</td>
<td>$99,970</td>
<td>401</td>
<td>14</td>
</tr>
<tr>
<td>Montana</td>
<td>6</td>
<td>168</td>
<td>$23,755</td>
<td>96</td>
<td>4</td>
</tr>
<tr>
<td>North Dakota</td>
<td>9</td>
<td>259</td>
<td>$36,823</td>
<td>147</td>
<td>5</td>
</tr>
<tr>
<td>Wyoming</td>
<td>21</td>
<td>601</td>
<td>$84,981</td>
<td>341</td>
<td>12</td>
</tr>
<tr>
<td>Total</td>
<td>60</td>
<td>1,735</td>
<td>$245,329</td>
<td>985</td>
<td>35</td>
</tr>
</tbody>
</table>

### South Dakota State University
#### Surrounding State Breakeven Summary

<table>
<thead>
<tr>
<th>State</th>
<th>Base Student FTE</th>
<th>Base Credit Hours</th>
<th>Tuition Reduction</th>
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<tbody>
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<td>Colorado</td>
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<td>278</td>
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<tr>
<td>Montana</td>
<td>1</td>
<td>29</td>
<td>$3,252</td>
<td>14</td>
<td>1</td>
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<tr>
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<td>15</td>
<td>436</td>
<td>$48,897</td>
<td>197</td>
<td>7</td>
</tr>
<tr>
<td>Wyoming</td>
<td>2</td>
<td>39</td>
<td>$4,374</td>
<td>18</td>
<td>1</td>
</tr>
<tr>
<td>Total</td>
<td>28</td>
<td>782</td>
<td>$87,701</td>
<td>355</td>
<td>14</td>
</tr>
</tbody>
</table>

### University of South Dakota
#### Surrounding State Breakeven Summary

<table>
<thead>
<tr>
<th>State</th>
<th>Base Student FTE</th>
<th>Base Credit Hours</th>
<th>Tuition Reduction</th>
<th>Breakeven Credits</th>
<th>Breakeven Student FTE Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Colorado</td>
<td>3</td>
<td>81</td>
<td>$9,084</td>
<td>37</td>
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</tr>
<tr>
<td>Montana</td>
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<td>21</td>
<td>$2,355</td>
<td>10</td>
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</tr>
<tr>
<td>North Dakota</td>
<td>8</td>
<td>237</td>
<td>$26,580</td>
<td>108</td>
<td>4</td>
</tr>
<tr>
<td>Wyoming</td>
<td>3</td>
<td>68</td>
<td>$7,626</td>
<td>31</td>
<td>2</td>
</tr>
<tr>
<td>Total</td>
<td>15</td>
<td>407</td>
<td>$45,645</td>
<td>186</td>
<td>9</td>
</tr>
<tr>
<td>Totals</td>
<td>154</td>
<td>4,406</td>
<td>$527,977</td>
<td>2,125</td>
<td>83</td>
</tr>
</tbody>
</table>
SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 6 – E
DATE: December 4-6, 2018

******************************************************************************

SUBJECT
NSU Auxiliary System Property Acquisitions

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 6:2    Acquisition and Disposal of Real Property
SDCL 13-51A-2    Power to Acquire Property

BACKGROUND / DISCUSSION
Northern State University requests Board of Regents’ authorization to acquire three properties from housing and auxiliary facilities system (Revenue System) funds. The properties are adjacent to campus and are identified as follows:

<table>
<thead>
<tr>
<th>Address</th>
<th>Purchase Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1217 S Lincoln Street</td>
<td>$90,000</td>
</tr>
<tr>
<td>Aberdeen, SD 57401</td>
<td></td>
</tr>
<tr>
<td>1219 S Lincoln Street</td>
<td>$90,000</td>
</tr>
<tr>
<td>Aberdeen, SD 57401</td>
<td></td>
</tr>
<tr>
<td>215 12th Avenue SE</td>
<td>$10,000</td>
</tr>
<tr>
<td>Aberdeen, SD 75401</td>
<td></td>
</tr>
</tbody>
</table>

The two properties on Lincoln Street are adjacent to Wolves Memorial Suites and the property on 12th Avenue SE is across the street to the north of Briscoe Hall. There are rental homes on each of the Lincoln Street properties. The homes will eventually be sold and moved from the properties in order to create the additional parking. The property at 215 12th Ave SE is a vacant lot.

(Continued)

******************************************************************************

DRAFT MOTION 20181204 6-E:
I move to authorize NSU to acquire the properties located at 1217 S. Lincoln Street, 1219 S Lincoln Street and 215 12th Avenue SE using housing and auxiliary revenue funds and to place the properties into the revenue system.
The purchased property will eventually be turned in to parking lots to provide additional parking for students living in the nearby residential halls. The three properties will accommodate approximately 50 additional parking spaces.

**IMPACT AND RECOMMENDATIONS**

The acquisition will be made in accordance with applicable law and Board of Regents Policy 6:2 regarding acquisition of real property, which requires the following elements that are addressed after each element is identified:

A. The certificate of the General Counsel that the proposed structure for the transaction conforms to the legal limitations on the Board’s authority;

The General Counsel has reviewed the proposed structure for the transaction and is of the opinion that it conforms to the legal limitations on the Board’s authority. The Board has ongoing legislative authority under SDCL 13-51A-2 to acquire, own, operate, maintain, and dispose of revenue producing buildings, structures, and facilities in or for the Revenue System; therefore, no additional legislative authorization is needed for these acquisitions.

B. A statement of the business rationale for the acquisition referencing the land acquisition plan set forth in 6:2(1) and identifying any additional actions or expenditures that shall be needed to make use of the property;

The acquisition of these properties is in compliance with NSU’s Campus Master Plan completed in 2017 and is supported by the property purchase plan completed in August of 2018. The acquisitions will allow NSU to provide adequate parking for student in the nearby residence halls. The proximity of these properties to the residence halls makes them ideal locations to accommodate additional parking (see Attachment I). The estimated costs to construct the parking lot on the Lincoln Street properties is $200,000. The estimated cost to construct the parking lot on the 12th Avenue SE property is $90,000.

C. A report from an independent appraiser stating a fair market price for the property;

An independent appraisal has been completed for all three of the properties. The report is available from NSU upon request. The appraised values are shown in the table in item E. below.

D. An environmental audit report, including any action plan required to abate identified environmental hazards; and

A Phase I Environmental Site Assessment was completed for each property. No hazards were identified at any of the locations.
E. A financial plan and acquisition budget addressing (1) the land price; (2) incidental expenses and (3) costs for related improvements or services need to make the property serviceable.

Auxiliary cash reserves will be used to purchase the properties at the following costs:

<table>
<thead>
<tr>
<th>Property Description</th>
<th>Appraised Value</th>
<th>Purchase Price</th>
<th>NSUF Fee Reimbursement</th>
<th>Transfer Fee</th>
<th>Recording Fee</th>
<th>Total Purchase Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1217 S Lincoln Street</td>
<td>$91,200.00</td>
<td>$90,000.00</td>
<td>$755.63</td>
<td>$90.00</td>
<td>$15.00</td>
<td>$90,860.63</td>
</tr>
<tr>
<td>1219 S Lincoln Street</td>
<td>$99,900.00</td>
<td>$90,000.00</td>
<td>$621.75</td>
<td>$90.00</td>
<td>$15.00</td>
<td>$90,726.75</td>
</tr>
<tr>
<td>215 12th Ave SE</td>
<td>$17,400.00</td>
<td>$10,000.00</td>
<td>$230.53</td>
<td>$10.00</td>
<td>$30.00</td>
<td>$10,270.53</td>
</tr>
</tbody>
</table>

The estimated costs to construct the parking lot on the Lincoln Street properties is $200,000. The estimated cost to construct the parking lot on the 12th Avenue SE property is $90,000.

ATTACHMENTS
Attachment I – Property Map
LEGEND
1) 1217 S Lincoln Street
2) 1219 S Lincoln Street
3) 215 12th Ave SE

Wolves Memorial Suites
Briscoe Hall
Great Plains West
Great Plains East
SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

REVISED
AGENDA ITEM: 6 – F
DATE: December 4-6, 2018

******************************************************************************

SUBJECT
NSU Regional Sports Complex Facility Program Plan

CONTROLLING STATUTE, RULE, OR POLICY
SDCL 13-51A-1 – Definition of Terms
SDCL 13-51A-2 – Power to Acquire Property
SDCL 13-51A-4 – Conflicting Provisions

BACKGROUND/DISCUSSION
Northern State University requests approval of this Facility Program Plan for the construction of a Regional Sports Complex. The Board approved NSU's Preliminary Facility Statement for the new Complex in October 2017. In April of 2018, the Building Committee selected the design team of CO-OP Architects and DLR Group and in June of 2018, the team of McCown Gordon Construction, Quest Construction and Kansas Turf was selected as the Construction Manager. The estimated cost of the Complex is $33,000,000. Funding for the project will come from private donations. The Facility Program Plan was approved by the Building Committee on November 7, 2018.

The Regional Sports Complex is the third and final project of the Educational Impact Campaign. The first project of the campaign, the Athletic and Recreation Fields, was completed in November 2018. The second project of the campaign, the new South Dakota School for the Blind and Visually Impaired, is currently under construction and is scheduled to be completed in November 2019.

Facility Description
The Regional Sports Complex at Northern State University will include on-campus football and softball stadiums. An on-campus stadium will dramatically improve the entire game-day experience compared to the current shared multi-purpose Swisher Field at Aberdeen Central High School. The new stadium will offer numerous amenities and opportunities for significant revenue enhancement including suites, premium seating, chair back seats,

(Continued)

******************************************************************************

DRAFT MOTION 20181204_6-F:
I move to approve the Facility Program Plan for NSU’s Regional Sports Complex and to include the project in the Board’s 2019 legislation. I also move to approve the budget for the project at $33M to be funded with private donations guaranteed by the NSU Foundation.
upgraded concessions, and an overall improved fan experience. The football stadium will include approximately 24,760 square feet of enclosed areas for suites, press and coach boxes, concessions, restrooms and storage plus a two-story addition to the south side of the Barnett Center that will include approximately 10,332 gross square feet for locker rooms, storage and service areas on the lower level and about 9,767 gross square feet on the second level for a club room, service area, restrooms and storage.

The softball stadium will include approximately 1,764 square feet of enclosed areas for the press, a suite/meeting room, restrooms and concessions. The restroom and concessions will be a shared space with the football stadium.

The footprint of the Regional Sports Complex will extend south from the Barnett Center to 17th Ave SE. The main football grandstand will be located on the west side of the football field and face east. The softball stadium will be directly south of the football field and face toward the southeast. Both of the playing fields will be synthetic turf.

The main football grandstand area will consist of general admission bleacher seating, reserved chair back seats, club seats, and premium areas including both suite and loge areas. Visitors' seating will be located on the east side of the field. There will be a berm surrounding the stadium to provide additional seating for fans.

The football grandstand will provide access to concessions, restrooms, ticketing, and access to club seating, suites, press box, coaches' boxes, game operations, and additional premium seating areas. The main concessions area will be located in the west concourse with an additional concession area located at the south end of the stadium. This dual purpose concession area will be used by fans at both the football stadium and the softball stadium. Private suites will be located on the second floor of the grandstand area while the third floor will house all operational activities, the press, coaches and additional premium seating areas. The suites will provide outdoor seating and the loge level seats will provide weather protection.

An addition to the south side of the Barnett Center will provide space for a football locker room and a club room. Making this connection between new and existing facilities provides opportunities to capitalize on the synergies within the two facilities. The club area will provide year-round hospitality and meeting space that can accommodate up to 350 people. This space will satisfy the need on campus for a premium meeting space to host large university events, guest speakers, banquets, Hall of Fame and Distinguished Alumni events, the Honor's breakfast as well as numerous other community and campus events.

**Facility Cost and Funding**

The estimated cost of the project and available funds guaranteed by the Foundation is $33,000,000. Attachment II is the Funding Commitment Letter from the NSU Foundation. The Foundation is issuing bonds to meet the cash flow needs of the project. Many of the
pledges will be paid over a period of time. The bonds will be issued to provide funding to bridge the gap between construction costs and collecting the pledges. Construction will not begin until the full amount of pledges to fund the project is in place.

### Estimated Project Costs

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Costs</td>
<td>$27,421,068</td>
</tr>
<tr>
<td>Professional Fees</td>
<td>$2,003,125</td>
</tr>
<tr>
<td>Testing</td>
<td>$50,000</td>
</tr>
<tr>
<td>Geotechnical Report</td>
<td>$25,000</td>
</tr>
<tr>
<td>OSE</td>
<td>$95,000</td>
</tr>
<tr>
<td>Network &amp; Security</td>
<td>$200,000</td>
</tr>
<tr>
<td>Furniture/Fixtures/Equipment</td>
<td>$2,050,000</td>
</tr>
<tr>
<td>Contingency</td>
<td>$1,155,807</td>
</tr>
<tr>
<td><strong>Total Project Cost</strong></td>
<td><strong>$33,000,000</strong></td>
</tr>
</tbody>
</table>

### Location & Timeline

The new complex will be constructed immediately south of the Barnett Center at the site currently occupied by the South Dakota School for the Blind and Visually Impaired. The construction timeline with legislative approval this coming session (2019) would have the building start in the summer/fall of 2019 and completed for the 2021 football season and 2022 softball season.

### Operations and Maintenance and Repair

The Board took action at the March 2018 meeting that required any new building to have a funding plan for operations as well as a funding plan to cover maintenance and repair. The pro forma for the facility found in Attachment I includes the funding stream necessary to cover operating costs as well as maintenance and repair costs for the facility from net operating revenues. The majority of the annual revenue needed for operation will come from premium (club, loge, and chair back) seating, premium parking sales and game-day ticket sales.

Additional details about the project scope, site, funding, operations, and building renderings can be found in Attachment I – NSU Regional Sports Complex Facility Program Plan.

### IMPACT AND RECOMMENDATIONS

The outdoor complex and practice fields were the first phase of the planning related to the Educational Impact Campaign; the replacement of the School for the Blind and Visually Impaired building was the second piece. Approval of the Regional Sports Complex and the related football stadium completes the projects and the planning related to the fundraising campaign.
Given that the facility will fund operations as well as maintenance and repair from net operating revenues, it meets the requirements established by the Board. The facilities will be major improvements to the NSU campus that should boost recruitment and the overall student and athlete experience. The Aberdeen community will also benefit from a first-class facility with appropriate amenities by attracting more fans and enhancing the overall game-day events and experience. There is no cost to the State beyond utilities to support the operations.

The project meets all expectations and is privately funded. It is recommended that the project be approved and forwarded to the Legislature in 2019 for approval.

ATTACHMENTS
Attachment I – NSU Regional Sports Complex Facility Program Plan
Attachment II – NSU Foundation Funding Commitment Letter
Northern State University

Regional Sports Complex

Facility Program Plan

Northern State University requests approval of this Facility Program Plan for the construction of a Regional Sports Complex. The Board approved NSU’s Preliminary Facility Statement for the new Complex in October, 2017. In April of 2018, the Building Committee selected the design team of CO-OP Architects and DLR Group and in June of 2018, the team of McCown Gordon Construction, Quest Construction, and Kansas Turf was selected as the Construction Manager. The estimated cost of the Complex is $33,000,000. Funding for the project will come from private donations. The Facility Program Plan was approved by the Building Committee on November 7, 2018.

A. Programmatic justification for discrete space

The Regional Sports Complex at Northern State University will include on-campus football and softball stadiums. NSU football last competed on campus in the early 1900’s and softball has never competed on campus. Since the 1970’s, NSU football games have been played at Swisher Field. In 2003, the field was moved from the northeast side of Aberdeen to its current location at Aberdeen Central High School which is approximately two miles from NSU’s campus. Swisher Field is utilized by Aberdeen Central High School, Roncalli High School, NSU and Presentation College. The NSU softball team practices and competes at the Moccasin Creek Softball Complex owned by the City of Aberdeen. Utilizing off-campus facilities creates scheduling issues and makes it challenging for students to participate in and attend events.

An on-campus stadium will dramatically improve the entire game-day experience for students and fans and enhance NSU’s recruitment efforts of all students. The Complex will be a hub of activity for many campus and community events that will help enrich student development and further strengthen the campus/community partnership.

The Complex will provide numerous basic amenities that are not currently available at the off-campus facilities. There will also be opportunities for revenue enhancement including suites, premium seating, chair back seats, a club room and upgraded concessions.

B. Compliance with Master Plan

The construction of an on-campus Regional Sports Complex was identified in NSU’s 2017 Campus Master Plan.

C. Gross Square Footage

The football stadium will include approximately 24,760 square feet of enclosed areas for suites, press and coaches boxes, concessions, restrooms and storage plus a two-story addition to the south side of the Barnett Center the will include approximately 10,332 gross square feet for locker rooms, storage and service areas on the lower level and about 9,767 gross square feet on the second level for a club room, service area, restrooms and storage.

The softball stadium will include approximately 1,764 square feet of enclosed areas for the press, a suite/meeting room, restrooms and concessions. The restroom and concessions will be a shared space with the football stadium.
D. Site Analysis
The new Regional Sports Complex will be constructed immediately south of the Barnett Center at the location site currently occupied by the South Dakota School for the Blind and Visually Impaired (SDSBVI). The Aberdeen City Council voted to approve the vacation of the section of 15th Avenue Southeast that runs between the Barnett Center and the SDSBVI property. Vacating this portion of the street will allow NSU to maximize the space available by constructing the Complex at the very north end of the property and building an addition to the south side of the Barnett Center. Joining the new facility to an existing facility is an efficient design that incorporates the new Complex into campus. Closing the street and bringing the two facilities close to one another provides safer access to both facilities by eliminating the need to cross the street. Fans will be able to park in the Barnett Center parking lot and easily access the Complex through the Barnett Center concourse. A plaza will be created where the street once existed and will provide a place for game day events and activities.

E. Description of Key Building Features
The footprint of the Regional Sports Complex will extend south from the Barnett Center to 17th Ave SE. The main football grandstand will be located on the west side of the football field and face east. The softball stadium will be directly south of the football field and face toward the southeast. Both of the playing fields will be synthetic turf.

The main football grandstand area will consist of general admission bleacher seating, reserved chair back seats, club seats, and premium areas including both suite and loge areas. Visitors’ seating will be located on the east side of the field. There will be a berm surrounding the stadium to provide additional seating for fans. Permanent seating could be added to the berm in the future.

The football grandstand will provide access to concessions, restrooms, ticketing, and access to club seating, suites, press box, coaches’ boxes, game operations, and additional premium seating areas. The main concessions area will be located in the west concourse with an additional concession area located at the south end of the stadium. This dual purpose concession area will be used by fans at both the football stadium and the softball stadium. Private suites will be located on the second floor of the grandstand area while the third floor will house all operational activities, the press, coaches and additional premium seating areas. The suites will provide indoor and outdoor seating; the loge level seats will be protected from the weather by the overhang above.

An addition to the south side of the Barnett Center will provide space for a football locker room and a club room. Making this connection between new and existing facilities provides opportunities to capitalize on the synergies within the two facilities. The club area will provide year-round hospitality and meeting space that can accommodate up to 350 people. This space will satisfy the need on campus for a premium meeting space to host large University events, guest speakers, banquets, Hall of Fame and Distinguished Alumni events, the Honor’s breakfast as well as numerous other community and campus events.

NSU conducted an analysis of demand for seating capacity based upon previous year attendance numbers at the current off-campus Swisher Field located at Aberdeen Central High School. Based upon historical data of attendance and tickets sold, the estimated demand for seating
within the stadium is 4,161 with capacity for up to 8,000. The current design of the stadium calls for 3,667 seats for season-ticket and game-day sales, 144 seats in 11 suites, loge premium seat opportunities and 350 premium seats with access to the club area. A berm will surround the stadium, providing flexible seating options to accommodate many additional guests. The facility will be designed for future expansion of permanent seating to be added to the stadium and on the berm.

F. **Illustrative Floor Plans (See Attachment I)**
Schematic design plans are attached at the end of the document.

G. **Initial Cost Estimates and Funding Sources**

<table>
<thead>
<tr>
<th>Projected Project Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Costs</td>
</tr>
<tr>
<td>Professional Fees</td>
</tr>
<tr>
<td>Testing</td>
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<tr>
<td>Geotechnical Report</td>
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<tr>
<td>Furniture/Fixtures/Equipment</td>
</tr>
<tr>
<td>Contingency</td>
</tr>
<tr>
<td><strong>Total Project Cost</strong></td>
</tr>
</tbody>
</table>

The NSU Foundation has provided a letter of commitment for $33,000,000 in support of this project. The Regional Sports Complex is the third and final project of the Educational Impact Campaign (EIC). The first project of the EIC, the Athletic and Recreation Fields, was completed in November, 2018. The second project of the EIC, the new South Dakota School for the Blind and Visually Impaired, is currently under construction and is scheduled to be completed in November, 2019.

**Operating Revenue:** The majority of the annual revenue needed for operation will come from premium (club, loge, and chair back) seating, premium parking sales and game-day ticket sales. The anticipated annual cost per seat for premium seating is $1,000 for loge seats, $500 for club seats, and $150 for chair back seats. Revenue projections included in the pro forma below reflect sales of 33% of loge seats, 57% of the club seats and 50% of the chair back seats. These are conservative estimates. The pro form assumes 10-year license agreements with no price adjustments over the 10 years.

Ticket sales for the fall 2017 season included five home games, one of which was classified as a marquee game (Gypsy Days). The marquee games will have a higher per-ticket price that will provide additional revenue. With the opening of the new stadium, NSU intends to have at least two marquee games each year. NSU sold 1,911 tickets at the gate over the five game home season in 2017, including one marquee game. Assuming a 35% increase in ticket sales, an estimated 2,580 game day tickets would be sold at the gate over the course of a season with six home games. The projected increase is 669 tickets or 111 per game.
The capacity of the stadium was determined based upon analysis of the previous five-year attendance records at Swisher Field.

| Northern State Football Attendance 5 year lookback (Swisher Field) |
|-----------------------------|-----------------------------|
| Year | Total Attendance | Average Attendance |
| 2017 | 23,682 | 3,947 |
| 2016 | 26,253 | 5,251 |
| 2015 | 25,313 | 4,219 |
| 2014 | 23,079 | 4,616 |
| 2013 | 19,266 | 3,211 |

NSU has estimated that attendance will increase 15% as a result of the new on-campus stadium. This projected increase is based on the changes in attendance that other universities have reported from their first seasons playing in new or significantly renovated stadiums. Table 1 below outlines stadium opening attendance comparisons for twelve universities of various sizes, including six NCAA Division II institutions. NSU included multiple division I institutions in the comparison table because NSU’s historical attendance numbers in football are comparable to some NCAA Division I Football Championship Subdivision (FCS) institutions. Excluding the highest and lowest percentages from the table, the mean of the remaining ten examples is 65.6 percent. Similarly, when comparable Division II institutions with new stadiums opened, the increase was 64.8%, thus the 15% estimate for increase attendance for NSU’s new stadium is conservative.

<table>
<thead>
<tr>
<th>University</th>
<th>Year Facility Opened/Expanded</th>
<th>Prior Stadium Annual Attendance</th>
<th>Prior Stadium Average Attendance</th>
<th>New Stadium Annual Attendance</th>
<th>New Stadium Average Attendance</th>
<th>Percentage Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Augustana University (NCAA D2)</td>
<td>2009</td>
<td>19,806</td>
<td>3,301</td>
<td>26,009</td>
<td>4,335</td>
<td>31%</td>
</tr>
<tr>
<td>SW MN State University (NCAA D2)</td>
<td>2008</td>
<td>8,945</td>
<td>1,789</td>
<td>14,521</td>
<td>2,420</td>
<td>62%</td>
</tr>
<tr>
<td>Quincy University (NCAA D2)</td>
<td>2015</td>
<td>5,272</td>
<td>879</td>
<td>12,107</td>
<td>2,421</td>
<td>133%</td>
</tr>
<tr>
<td>Colorado School of Mines (NCAA D2)</td>
<td>2015</td>
<td>11,056</td>
<td>1,579</td>
<td>17,314</td>
<td>3,463</td>
<td>57%</td>
</tr>
<tr>
<td>Colorado Mesa University (NCAA D2)</td>
<td>2012</td>
<td>8,044</td>
<td>1,609</td>
<td>16,181</td>
<td>3,236</td>
<td>101%</td>
</tr>
<tr>
<td>Arkansas Tech University (NCAA D2)</td>
<td>2007</td>
<td>27,835</td>
<td>5,567</td>
<td>30,053</td>
<td>6,011</td>
<td>8%</td>
</tr>
<tr>
<td>Prairie View A&amp;M University</td>
<td>2016</td>
<td>18,488</td>
<td>4,622</td>
<td>48,777</td>
<td>12,194</td>
<td>164%</td>
</tr>
<tr>
<td>South Dakota State University</td>
<td>2016</td>
<td>65,613</td>
<td>10,936</td>
<td>96,268</td>
<td>13,753</td>
<td>47%</td>
</tr>
<tr>
<td>Austin Peay State University</td>
<td>2014</td>
<td>19,792</td>
<td>4,948</td>
<td>41,708</td>
<td>8,342</td>
<td>111%</td>
</tr>
<tr>
<td>SUNY, Albany</td>
<td>2013</td>
<td>20,021</td>
<td>4,004</td>
<td>34,368</td>
<td>6,874</td>
<td>72%</td>
</tr>
<tr>
<td>Montana State University</td>
<td>2011</td>
<td>100,089</td>
<td>14,298</td>
<td>119,499</td>
<td>17,071</td>
<td>19%</td>
</tr>
<tr>
<td>James Madison University</td>
<td>2011</td>
<td>99,584</td>
<td>16,597</td>
<td>125,010</td>
<td>25,002</td>
<td>26%</td>
</tr>
<tr>
<td><strong>Average</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>69%</strong></td>
</tr>
</tbody>
</table>

*Source: NCAA*

The cost of tickets will also increase when the new facility opens in the fall of 2021. The current cost for a game day ticket is $12 and the cost will increase to $16. The cost for a marquee game ticket will be increased from $15 to $20.
The pro forma financial information presented below represents a realistic scenario for the number of games that will be held each year in the facility and reflects planned pricing for tickets and estimated attendance. The assumptions are based on conservative estimates as explained earlier.

**Timeline:** Contingent on an acceptable financial plan that is successfully implemented and subsequent BOR approval in December 2018, along with approval during the 2019 legislative session, the expectation is that construction will begin in summer/fall 2019 and continue for the next 18 months with the proposed stadium completed for the 2021 football season and 2022 softball season.

**Maintenance and Repair (M&R) Discussion**

The maintenance and repair requirement will be funded from the incremental revenue related to the new facility. The pro forma identifies key revenue sources: new ticket sales, parking, advertising, premium seating licenses, and other revenue.

The maintenance and repair requirement for new construction can be phased in over five years. The amounts on line 30 of the proforma reflect this approach, adding 20% of the anticipated costs of the roofed portions of the facility and the turf each year in years 2021-2022 through 2026-2027. NSU will utilize the actual construction costs for the roofed facilities and turf to calculate the 2% requirement. At this time, those costs are expected to be approximately $17,310,000. This cost is inflated 3 percent annually beginning in Year 2. Finally, line 34 shows cumulative M&R resources are sufficient to fund the 2% M&R requirement.
ATTACHMENT I

10

NSU Regional Sports Complex Incremental Financial Projection
Ref

2021-22

2022-23

2023-24

2024-25

2025-26

$ 14,051
26,410
200,000
45,000
15,000
5,000
1,000
70,000
15,000
50,000
5,000
446,461
(26,000)
(10,000)
(5,000)
(5,000)
400,461

$ 10,408
26,938
204,000
46,125
12,000
5,000
1,000
71,750
13,500
51,280
15,000
457,001
(26,000)
(10,200)
(5,100)
(5,500)
410,201

$ 14,332
27,477
208,080
47,278
15,000
5,000
1,000
73,544
15,300
52,593
15,750
475,354
(26,000)
(10,404)
(5,202)
(6,050)
427,698

$ 10,616
28,027
212,242
48,460
12,000
5,000
1,000
75,382
13,770
53,939
16,538
476,973
(26,000)
(10,612)
(5,306)
(6,655)
428,400

$ 14,619 $ 10,828 $ 14,911 $ 11,045 $ 15,209 $ 11,266
28,587
29,159
29,742
30,337
30,944
31,562
216,486 220,816
225,232
229,737
234,332
239,019
49,672
50,913
52,186
53,491
54,828
56,199
15,000
12,000
15,000
12,000
15,000
12,000
5,000
5,000
5,000
5,000
5,000
5,000
1,000
1,000
1,000
1,000
1,000
1,000
77,267
79,199
81,179
83,208
85,288
87,420
15,606
14,045
15,918
14,326
16,236
14,613
55,320
56,736
58,189
59,678
61,206
62,773
17,364
18,233
19,144
20,101
21,107
22,162
495,921 497,930
517,501
519,924
540,150
543,014
(26,000) (26,000) (26,000)
(26,000)
(26,000)
(26,000)
(10,824) (11,041) (11,262)
(11,487)
(11,717)
(11,951)
(5,412)
(5,520)
(5,631)
(5,743)
(5,858)
(5,975)
(7,321)
(8,053)
(8,858)
(9,744)
(10,718)
(11,790)
446,364 447,316
465,751
466,950
485,857
487,298

$ 33,000
13,000
13,000
2,000
50,000
4,000
2,000
2,000
10,800
2,000
131,800

$ 33,990
13,390
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135,384

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139,067

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142,851

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12,155
2,251
146,740

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150,737

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2,610
167,858

268,661

274,817

288,631

285,549

299,624

296,579

310,907

307,886

322,456

319,439

69,240
199,421
268,661

142,634
3,493
135,675
57,054
489,917

220,370
6,369
74,630
132,222
652,695

302,642 389,651
8,485
8,373
(8,608) (81,654)
242,113 389,651
644,087 562,432

401,341
7,312
(97,450)
401,341
464,982

413,381
6,045
(96,429)
413,381
368,553

425,782
4,791
(113,105)
425,782
255,448

438,556
3,321
(112,779)
438,556
142,669

451,712
1,855
(130,418)
451,712
12,250

2026-27

2027-28

2028-29

2029-30

2030-31

Operating Revenue
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17

Ticket Sales - NSU Football
Ticket Sales - NSU FB Marquee Game
Premium Seating Leases
Advertising & Sponsorship
Concessions
Net Catering
Net Novelties
Reserved and Premium Parking
Gross Game Day Parking
Campus Utility Allocation
Other Revenue
Total Revenue
Existing Football Gate Ticket Sales
Existing Football Concessions
Existing Football Event Parking
Existing Football Specific Advertising
Net Resources Available to Stadium
Operating Expense

18
19
20
21
22
23
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31
32
33
34

Salary - Permanent Staff
Benefits - Permanent Staff
Game day Staff
General & Administrative
Utilities
Annual Maintenance & Repairs
Advertising
Miscellaneous
Facility Insurance
Gameday Expenses
Total Operating Expenses
Excess of Operating Rev Over
Operating Exp
M&R Requirement (Per BOR 6:6:7)
Projected Avg Interest Earnings
Amount Above (Below) Requirement
Assumed M&R Expenditures
Cumulative Funds Available for M&R

Assumptions:
Season ticket sales revenue goes directly to Wolves Club for scholarships, not included in annual funding matrix.
6 game/5 game home schedule rotates every other year - 6 games starting in 2021.
Premium Seating assumes 57% of club, 50% of chairback seats sold and 33% of loge seats will be sold.
Annual Maintenance & Repairs assumes annual maintenance only; Major M&R to be paid from RRR reserves.
In year 11, suite agreements will be renewed and funds will be available for annual operating support.

4519


Barnett Center Addition
Softball Complex
October 25, 2018

Dr. Timothy M. Downs, President
Northern State University
1200 S. Jay Street
Aberdeen, SD 57401

RE: Letter of Commitment – Northern State University Athletic Complex Funding

Dear President Downs:

The Northern State University Foundation understands the South Dakota Board of Regents plans to submit a bill to the 2019 South Dakota Legislature authorizing construction of an Athletic Complex on the Northern State University Campus.

This letter confirms to Northern State University, the South Dakota Board of Regents, and the South Dakota Legislature that the NSU Foundation Board of Directors has adopted a resolution accepting responsibility for the funding of the NSU Athletic Complex up to a commitment of $33,000,000.

This letter of commitment, along with SDBOR approval of this project at its December, 2018 meeting, allows Northern State University to proceed in the capital project process, including presenting this proposal to the 2019 Legislature and Governor for authorization, according to South Dakota Law.

The NSU Foundation Board of Directors is excited to partner with the State of South Dakota in providing private funding for facilities that will benefit NSU students, the community of Aberdeen, and the entire state of South Dakota.

Please contact us if you have any questions.

Sincerely,

Mr. Todd Jordre, President & CEO
NSU Foundation

Mr. Nathan Reede, Chair
NSU Foundation Board of Directors
I move to approve SDSM&T’s Preliminary Facility Statement for the renovation of the McLaury Building.

(Continued)
starting in December of 2019. FY20/21/22 HEFF, General, and Fee funds will be reserved to complete this project. SDSM&T would like to bid this project during the summer of 2019 with a start date in December of 2019. SDSM&T will cover costs until the M&R funds become available in FY21/22.

In June 2018, the BOR approved exemption of this project from the capital improvement process given the maintenance and repair nature of the project. OSE for many years has allowed the exemption of projects over $1.5M if they are large maintenance and repair projects. The new state engineer’s interpretation of the law is that projects cannot be exempted from the Building Committee process if they are $1.5M or greater. Therefore, SDSM&T is resubmitting this request to continue with the current architect, Chamberlin Architects, and have a building committee assigned to approve the continuation with Chamberlin Architects and approve the final design that will be available in spring/summer of 2019.

Legislation will be proposed in the coming session to exempt maintenance and repair projects with a cost up to $5.0M from the building committee process. If the legislation is approved, then the building committee would no longer be needed. Approval of the preliminary facility statement at this time will allow meetings to be tentatively scheduled to ensure the project is not delayed in the case the legislation does not pass.

**IMPACT AND RECOMMENDATIONS**

SDSM&T requests approval of this Preliminary Facility Statement for the renovation of the McLaury building on campus, originally built in 1922. Completing the third phase of this renovation project will make the facility more comfortable, usable and attractive. Given that all students take courses in this facility, the renovation will greatly improve the student experience at SDSM&T.

The funding for this project is coming from current and future maintenance and repair funds from HEFF, local (fees), and general funds. The funding plan and project have been planned for several years and it is recommended that it be approved.

**ATTACHMENTS**

Attachment I – SDSM&T McLaury Building Renovation PFS
1. General programmatic needs to be addressed

The South Dakota School of Mines & Technology (SD Mines) completed a study in 2015 to improve the facility condition of the McLaury building, built in 1922. The McLaury building houses the Math and Computer Science department and is a main classroom building for the SD Mines campus. From the records found, the last major updates to the building were completed between 1976 and 1979.

A solicitation of interest for an architect was completed in 2015 to develop a maintenance and repair plan for the building. The intention was to complete projects as funds were available. Two projects have been or are in process of being completed. The first project, which was finalized during the summer of 2017, replaced windows, renovated the bathrooms to make them ADA accessible, added an elevator for ADA compliance, and addressed exterior maintenance and repair needs. An additional project is being completed during the summer of 2018 to renovate the basement of the building, which includes HVAC and general architecture upgrades. The last final work to be completed on the building was determined to be impractical to complete without a larger project to ensure consistency of the HVAC systems and architectural finishes. The final project will renovate the second and third floors of the building, with an estimated cost of $2,600,000. SD Mines will need to save maintenance and repair funds over multiple years to complete this project, starting in December of 2019.

In June 2018, the BOR moved to exempt this project from the capital improvement process. However, there are have been changes in the interpretation of whether or not this can be completed. Therefore, SD Mines is resubmitting this request to continue with the current architect, Chamberlin Architects, and have a building committee assigned to approve the continuation with Chamberlin Architects and approve the final design that will be available in spring/summer of 2019. If the legislation is passed to increase the limit of the capital project requirements to $5.0 million, then the committee would no longer be needed. This will allow meetings to be tentatively scheduled to ensure the project is not delayed in the case the legislation does not pass. When this project was started, the General fund allocation was unknown, so it was difficult to determine a phased approach for this project. Additionally, the cost estimates for the projects were much lower in 2015.

2. Analysis of the Student Body or Constituents Served

The McLaury building serves all students at SD Mines, since every student is required to take math classes.

3. Additional Services to be Offered

The renovated facility will have improved HVAC and lighting. The facility will still be used as a primarily teaching facility for campus.
4. Compliance with Master Plan

This project fully complies with the campus master plan as this building is planned to be used for the next 30-50 years.

5. Analysis of Needs Assessment Based on the Facilities Utilization Report

This project will keep the same number of classrooms, but will improve the building circulation and organization to accommodate future needs.

6. Location

![Location of McLaury Building](image)

*Figure 1. Location of McLaury Building*

7. Reallocation or Demolition of Old Space

Not applicable.
8. Proposed Funding Source/Sources

The project is estimated to cost $2,600,000. FY20/21/22 HEFF, General, and Fee funds will be reserved to complete this project. SD Mines would like to bid this project during the summer of 2019 with a start date in December of 2019. The University will cover costs until the M&R funds become available in FY21/22.

9. Budget for Development of a Facility Program Plan

Not applicable.
I move the following four adjustments be made to the football stadium financial reporting requirements:

1. That the attached (Attachment I I) updated financial statements be used going forward to provide a more accurate benchmark of the stadium’s financial performance and a benchmark to set future goals against;
2. Revise the debt service requirement from the current threshold of an annual reserve equal to one year of debt service to a requirement of $125,000 for every .01 of coverage ratio below 1.2 effective with FY2020.
3. The annual investment for M&R be adjusted to reflect the 2% requirement on roofed facilities and require that SDSU set aside an additional $610,000 beyond original projections to ensure the project is in-line with the BOR phase-in M&R policy.
4. It is recommended that the SDSU stadium financial report be annually submitted to the full Board for discussion and review and at the December meeting.
stadium budget was developed in 2013, the bonds had not yet been issued and as a result, interest rates were estimated. Upon issuance, the bond interest rates were very favorable with the annual debt service approximately $300,000 less than projected. As a result, the university has not needed to apply “Premium Seating Stadium Gifts” as a revenue stream to the budget, as was originally projected in 2013.

Other major proposed changes include increasing revenue projections for general ticket sales and including a sixth game ticket sales in each year going forward. The revenue from these games is expected to exceed original projections. Demand game revenue has been lower than the original projections and has been adjusted accordingly. Based on experience, the revenue for premium seating has been lower than projected. This is a result of remaining premium seating inventory yet to be sold. The original financial schedules had the premium seating being nearly sold out very early in the projections. SDSU continues to sell additional premium seats every year. As a result, the growth in premium seating revenue is phased in over a longer period in the revised budget. While growth in premium seats is extended in the proposed budget, many of the current premium seats are on 10-year contracts, which provides a very solid financial base going forward. Other items within the financials have had slight variances from the original, both positive (interest income) and negative (ticket sales other events and other revenue) as can be seen in Attachment II.

Expenses have also been reduced, as some of the actual costs are lower than projected, such as permanent staff for the stadium which have not been required and are eliminated. Instead of dedicated staff specifically for the stadium, custodial and security, for example, are paid for in the general and administrative line. This allows SDSU to adjust workload for the stadium more efficiently than having full-time personnel dedicated solely to the stadium. Additionally, other costs such as utilities have been less than the original projections, and specific event insurance and advertising expenses have not been required.

It is recommended to revise the debt service requirement from the current threshold of an annual reserve equal to one year of debt service to a requirement of $125,000 for every .01 of coverage ratio below 1.2 effective with FY2020. The reserve is not needed as long as the coverage ratio is at or above 1.2. The threshold of 1.2 is what was recommended in the original December 2013 Board resolution;

"An important indicator of the viability of the financial plan is the debt-service coverage ratio of 1.2. This ratio is used as the threshold for all BOR auxiliary revenue-based capital projects such as residence halls. The debt-service coverage ratio is the ratio of cash available for debt servicing to interest and principal payments. It is a common benchmark that measures the ability to produce enough cash to cover debt payments. The higher this ratio, the more robust the financial plan. In commercial real estate finance, the debt-service coverage ratio is the primary measure used to determine if a project will be able to sustain its debt, based on cash flow. A ratio of 1.0 or greater, in theory, means the financial plan for the project generates sufficient cash flow to pay its debt obligations. Financial markets typically
judge a ratio of 1.2 or greater to represent a viable financial plan. The viability of the financial plan is judged against this indicator.”

The updated financial schedule also shows the phasing in of the annual maintenance and repair needs reflecting a 2% investment on the roofed stadium facility. This revision is the result of the uniqueness of the project in that a major portion of the facility is open-air. System-wide, the 2% calculation for M&R has not been applied to open-air structures and this provides additional justification for the change in the SDSU calculation. The original M&R calculation was based on the total value of the facility. By the year 2026, this revised M&R plan results in an investment of over $6,400,000 during the first 10 years of the new stadium. It should be noted that SDSU used $386,000 of M&R funds over FY2017 and FY 2018 for capital improvements. Going forward SDSU will not utilize any M&R reserve funds for capital improvements in the stadium. As can be seen from the statement, SDSU will be required to set aside an additional $610,000 beyond original projections to ensure the project is in-line with the BOR phase-in M&R policy. Also, as the debt service reserve is phased-out based on the improved coverage ratio, some of the funds are committed to meet the 2% M&R requirement.

In summary, this proposed updated budget adjusts projections based on additional knowledge gained over the last five years, with two of those years providing actual revenue and expense data.

IMPACT AND RECOMMENDATIONS
The revised financial report now reflects more accurate expenses and revenues and meets the 2% M&R requirement. The coverage ratios are very healthy and eliminating the reserve at 1.20 allows the dollars to be effectively used to support the facility.

ATTACHMENTS
Attachment I – Original Financial Information
Attachment II – Revised SDSU Financial Information
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See Assumptions and Footnotes on next page.
Assumptions:
$36M Debt Financed (annual debt service reduce $78,000 for each $1M reduction in financing)
$2 Facility Fee on Non-Premium Tickets Sold
Non-Premium Ticket Sales at $25 game x 3 x 5,470 per game (non-demand games) $2 Increase Yrs 3, 6, 9
Non-Premium Ticket Sales at $45 game x 2 x 13,251 per game (demand games) $4 increase Yrs 3, 6, 9
Total Non-Premium ticket sales for 5 games = 42,912 = 8,583 average
Premium Seating assumes 100% of Community and Executive Suites and 85% of Loge and Club seats in year 1
Sixth game (non-demand) added in years 1, 3, 4, 6, 7, 9, 10 - Concessions, Parking revenues and Game Day Expenses also adjusted
Repairs and Maintenance assumes annual maintenance only - major M&R from RRR reserves
Facility cost assumed to increase by 3% each year for calculation of M&R requirement

Footnotes:
#1 $25 Ticket no volume increase; $2 ticket Yr 3,6,9
#2 Non-demand game
#3 $45 Ticket no volume increase; $4 ticket Yr 3,6,9
#4 On non-premium ticket sales
#5 2% annual growth
#6 $2.4 M from Foundation seating agreements
#7 Growth 10% initial, then 2-3% increase
#8 HS events, concert, Growth 2-5%
#9 Growth 4-7% thru Yr 5, then 4%
#10 Growth 7-11% thru Yr 5, then 2-4%
#12 Growth 1-3% with periodic rate increase
#13 Club room and other rentals by non-university groups
#23 2-3% inflation
#24 3-4% inflation
#25 1-3% inflation
#26 2-3% inflation
#27 Annual Maint Only - Major M&R from Reserves
#29 11% Yr 2, then 2-4% inflation
#31 2-6% inflation
#32 SDBA 3% of Debt Service
#35 Line 20 minus Line 33
#39 Line 35 divided by Line 37
#41 Line 35 minus Line 37
#42 5 Year Phase In to 2% - $52M Total Cost
#44 Assuming Investment Council 3.3% Average Rate
#46 Line 41 minus Line 42 plus Line 44
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<td>$25 ticket with no volume increase from FY18, but price increases of $2 after years 3, 6, and 9 (similar assumptions to original pro forma)</td>
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<td>2</td>
<td>$25 ticket with no volume increase from FY18, but price increases of $2 after years 3, 6, and 9 (similar assumptions to original pro forma)</td>
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<tr>
<td>3</td>
<td>5% total growth (for either price or volume) from FY17 &amp; FY18 actuals depending on opponent for 2nd demand game (USD or NDSU)</td>
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<td>Flat with FY18</td>
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<td>5</td>
<td>2% annual growth</td>
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<tr>
<td>6</td>
<td>Stadium gifts were not needed as annual debt service was lower than expected due to favorable interest rates</td>
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<td>7</td>
<td>2-3% annual increase (similar assumption to original pro forma)</td>
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<tr>
<td>7a</td>
<td>FY17 &amp; FY18 were interest from bond proceeds during construction, FY19 forward is interest from Debt Service Reserve Balance</td>
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<tr>
<td>8</td>
<td>This revenue has been rolled into other revenue</td>
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<tr>
<td>9</td>
<td>5% annual growth on actuals (similar to original pro forma), spike in FY17 was due to concert</td>
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<td>10</td>
<td>5% annual growth on actuals (similar to original pro forma)</td>
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<td>11</td>
<td>This revenue has been rolled into other revenue</td>
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<tr>
<td>12</td>
<td>3% annual growth on FY18 actuals</td>
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<td>13</td>
<td>Rentals (club room,...), as well as any other revenue. In FY18 Student Affairs will begin renting kitchen space permanently.</td>
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<tr>
<td>13a</td>
<td>As the debt service reserve is reduced, some dollars will be transferred to fund M&amp;R requirement</td>
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<tr>
<td>17-19</td>
<td>Matches original pro forma commitment to football operations</td>
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<tr>
<td>23-24</td>
<td>No additional staff dedicated to the stadium</td>
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<tr>
<td>25</td>
<td>Includes custodial and other general expenses, inflated at 1% annually</td>
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<tr>
<td>26-27</td>
<td>3% annual inflation from FY18 actuals</td>
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<td>30</td>
<td>1% annual inflation from FY18 actuals</td>
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<tr>
<td>31</td>
<td>3% annual inflation from FY18 actuals</td>
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<tr>
<td>32</td>
<td>SDBA 3% of Debt Service</td>
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<tr>
<td>38a</td>
<td>One-time stadium technology upgrade in FY17 and West Tower improvement in FY18 funded with M&amp;R Reserve Dollars</td>
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<td>39</td>
<td>Effective FY 2019, no M&amp;R Reserve dollars will be used for Stadium capital improvement projects.</td>
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<tr>
<td>39a</td>
<td>M&amp;R plan to increase annual M&amp;R to $858k at FY26</td>
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<tr>
<td>42</td>
<td>Additional M&amp;R transfer</td>
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<td>45</td>
<td>Line 20 minus Line 33 divided by Line 38</td>
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</table>
I move to approve SDSU’s Revised Facility Design Plan with a total budget of approximately $5.5M for design and construction of the American Indian Student Center using $5,000,000 of private donations and $500,000 of School and Public Land funds.
The base bid gross square footage was 15,029. The current negotiated square footage is 11,989. The lower level was removed and program space distributed to the main and upper levels as a cost savings measure during contract negotiations. The most significant reductions occurred in the building service and circulation spaces created by the removal of the basement level. Modest reductions have also been taken from the general classroom and the administrative functions of the building.

Even with the reductions in building size and design efficiencies, the overall cost of the facility is estimated at $5,401,669. Because this is more than the funding previously identified, the SDSU Foundation has committed an additional $1,000,000 to the project making the available funding $5,500,000 (Attachment II).

Additional details of the Revised Facility Design Plan can be reviewed in Attachment I including the space changes and revised construction items that saved $595,375. The cost of the building is still at $458.00 per square foot.

**IMPACT AND RECOMMENDATIONS**
SDSU requests approval of the Revised Facility Design Plan and a total budget of $5.5M for construction of the American Indian Student Center. Private donations of $5,000,000 and $500,000 of School and Public Land funds will be used to fund this project.

**ATTACHMENTS**
Attachment I – SDSU American Indian Student Center Revised FDP
Attachment II – SDSU Foundation Commitment Letter regarding AISC
SDSU requests approval of this revised Facility Design Plan for the creation of an American Indian Student Center to be located on the SDSU main campus in Brookings, SD. SDSU requests approval of modifications to the overall gross square footage of the project and overall project budget from $4.5 million to $5.5 million.

The State Legislature passed and the Governor signed Senate Bill 50 on March 7th, 2018. The bill authorized the construction of an American Indian Student Center on the campus of South Dakota State University for an estimated cost of $4,500,000. The project was bid on October 2nd, 2018. The Office of the State Engineer, SDSU, and TSP entered into negotiations with the low bidder Clark Drew Construction on October 3rd, 2018. The negotiated contract for construction, increased project budget and list of project modifications was approved by the building committee on October 26th, 2018. The original Facility Design Plan was approved by the Building Committee on May 23, 2018. The Facility Program Plan was approved by the Board of Regents at the December 2017 meeting. A building committee was appointed and the design team of TSP Architects was selected on Monday, October 30th, 2017.

1.A. ARCHITECTURAL, MECHANICAL AND ELECTRICAL SCHEMATIC DESIGN

The spaces are consistent with the program requirements and facility described in the Facility Program Plan. A comparison between the project base bid and negotiated program space modifications is listed in table 1.A.1. It was determined in schematic design that the administrative offices for the Wokini Director will not be accommodated in the American Indian Student Center. The square footage has been removed from the overall plan of the facility. The following drawings are attached that illustrate the design:

<table>
<thead>
<tr>
<th>Drawing Title</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Plan</td>
<td>10</td>
</tr>
<tr>
<td>First Floor Plan</td>
<td>11</td>
</tr>
<tr>
<td>Second Floor Plan</td>
<td>11</td>
</tr>
<tr>
<td>Exterior Elevations</td>
<td>12</td>
</tr>
<tr>
<td>Architectural Rendering</td>
<td>13</td>
</tr>
<tr>
<td>SE Elevation</td>
<td>13</td>
</tr>
<tr>
<td>Architectural Rendering</td>
<td>14</td>
</tr>
<tr>
<td>SW Elevation</td>
<td>14</td>
</tr>
</tbody>
</table>

Architectural and Structural Schematic:

As noted in the Facility Program Plan, SDSU plans to create an American Indian Student Center (AISC) that would enhance the academic services provided to American Indian students and provide contemporary multi-purpose academic general classroom space to the greater campus community. The
AISC is the hub of cultural programming, services and advocacy that supports the recruitment, transition, retention, persistence, and graduation of American Indian students at South Dakota State University. AISC assists the University community in understanding the significance, value and strength of the American Indian experience. The new facility would provide work space for the AISC staff as well as support space for American Indian students on campus. The facility would also provide contemporary multi-purpose and meeting spaces that would be available to the entire campus community. The program spaces would help further the mission of the AISC program.

This project follows the key guiding principles for campus development, as outlined in the 2025 Master Plan. The project would in-fill a site located within the campus footprint and enhance student services on the south side of campus. The project is part of South Dakota State University’s Wokini Initiative to better serve the Dakota, Lakota and Nakota residents of South Dakota. It aligns with the historic mission of the U.S. land-grant system of public higher education to provide greater access to higher education for all. The project would also reinforce the retention goals set forth in the 2018 Strategic Plan, through the creation of a prominent and welcoming home for American Indian students on campus. In addition, the building would reinforce the University’s goals of greater diversity, equity and inclusion by providing more opportunities to underrepresented populations.

Following the bid negotiations the AISC is approximately 11,989 gross square feet. The footprint of the building would be approximately 105 feet north-south and 116 feet east-west. The main and upper levels would contain steam, chilled water, electrical equipment, elevator equipment, and general storage. The lower level was removed and program space distributed to the main and upper levels as a cost savings measure during contract negotiations. The first floor is now approximately 9,349 gsf and contains administrative offices, student suite, multi-purpose room, general classroom, conference room, and service spaces. The second floor is approximately 2,640 gsf and contain mechanical space, storage, student study space, and service spaces.

Table 1.A.1
American Indian Student Center Space Program

<table>
<thead>
<tr>
<th>Program Function</th>
<th>Space Use Code*</th>
<th>Base Bid GSF</th>
<th>Revised GSF</th>
<th>Net Change</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Classroom</td>
<td>110</td>
<td>1,778</td>
<td>1,500</td>
<td>(278)</td>
<td>Large University and AISC Scheduled Classes, Meetings &amp; Seminars</td>
</tr>
<tr>
<td>Office Suite</td>
<td>310</td>
<td>1,118</td>
<td>877</td>
<td>(241)</td>
<td>Director AISC, Program Coordinator, Native Student Recruiter, Retention Specialists (2), Administrative Assistant, Graduate Assistant(s), &amp; Student Employees (3)</td>
</tr>
<tr>
<td>Office Service</td>
<td>315</td>
<td>256</td>
<td>256</td>
<td>0</td>
<td>Waiting Area, File, Copy, and Resource Room</td>
</tr>
<tr>
<td>Meeting Rooms</td>
<td>350</td>
<td>794</td>
<td>1,063</td>
<td>269</td>
<td>Conference Rooms, Workroom, and Collaboration.</td>
</tr>
<tr>
<td>Study Space</td>
<td>410</td>
<td>1,479</td>
<td>1,665</td>
<td>186</td>
<td>General Open Student Study Space, Technology Labs, and Quiet Study</td>
</tr>
<tr>
<td>Storage</td>
<td>780</td>
<td>714</td>
<td>1,023</td>
<td>309</td>
<td>General Building, Department, and Student Organization Storage</td>
</tr>
<tr>
<td>Building Service</td>
<td>XXX</td>
<td>5,958</td>
<td>3,752</td>
<td>(2,206)</td>
<td>Restrooms, Custodial, Vending, IT, Electrical, Mechanical, Walls, and Chases</td>
</tr>
<tr>
<td>Circulation Space</td>
<td>WWW</td>
<td>2,932</td>
<td>1,853</td>
<td>(1,079)</td>
<td>General Building Circulation and Entrance Lobby</td>
</tr>
<tr>
<td>Total GSF</td>
<td>15,029</td>
<td>11,989</td>
<td>(3,040)</td>
<td></td>
<td>Building square footage reductions were most significant in building service space and circulation space. The removal of the basement level allowed for a single stair, reduction of hallways, and consolidated mechanical space. It also eliminated additional walls and chases located in the basement level. Minor reductions in square footage were also taken in the General Classroom and Office Suite. Overall student study space increased in the revised layout.</td>
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</tbody>
</table>

*Space use codes as defined by the National Center for Education Statistics Facilities Inventory and Classification Manual (FICM)
The majority of the building structure is planned as a conventional concrete foundation or slab-on-grade. The primary above grade structure would consist of metal joists with concrete composite floor construction. The floor framing would be supported by a combination of steel posts and beams along with masonry bearing walls. Exterior wall construction would be metal stud framing with masonry or metal cladding. Interior partition walls will be metal stud framing with gypsum wall board. Interior finishes wall finishes will be coordinated with the design concept and space function to produce a durable and aesthetically pleasing spaces.

Vertical circulation will be by a single stair and an elevator. There is no longer a need for two stairs, with the removal of the basement level. All floors will be accessible and meet or exceed the American’s with Disabilities Act design guidelines. Interior construction will consist of masonry and metal stud framing. Finishes will be selected for durability, ease of maintenance, and aesthetic continuity.

**Maintenance & Repair:**
Existing site utilities in the area will be modified or upgraded as required to adequately serve the building.

**Mechanical Schematic:**
The design of the building HVAC system shall provide for the safe operation of the building as well as the health and comfort of the occupants. Code requirements and LEED V4 silver rating shall be the standard for the design of the HVAC systems of this facility.

The building would be supplied with steam for heating from the Central Heating Plant and chilled water from the Central Chiller Plant. The building would access these lines from the shallow trench located on the north edge of the construction site. The new building will not require additional capacity at the Central Plants.

**Heating**
Primary heating for the facility would be provided by a single heating water loop to serve all heating loads including air handler heating coils, reheat coils and perimeter radiation. Perimeter heating systems would include a combination of fin-tube radiation and radiant ceiling panels at exterior walls. Fin tube radiation is preferred and would be utilized at large glass areas. Cabinet, ceiling, and inline unit heaters would protect entry vestibules and stairwells.

**Cooling**
Chilled water service would be connected to the 8” campus service mains located in close proximity to the new building. The existing mains would remain in place and building footings and foundations would be designed to span the pipes where they intersect the building footprint. A plate and frame heat exchanger would be utilized to separate the plant loop from the building loop. The chilled water system would be a variable-primary system with 2-way control valves. A building loop automatic bypass valve would allow for minimum pump flow.
**Ventilation**
A single air-handling unit would be utilized for building supply air systems. This air-handling unit would consist of supply and return air fans, outside air economizer section, MERV 8 pre-filter and MERV 13 filter banks, heating coil section, access section between coils, and cooling coil section. Supply and return fans would be direct drive plenum type, complete with variable frequency drives for capacity control, and piezo-ring type airflow measuring stations. The supply fans would modulate to maintain the supply duct static pressure set point. Supply air would be distributed throughout the building via medium pressure ductwork to single duct variable air volume terminal units with hydronic reheat coils. Perimeter zones in all areas would be integrated with the associated radiant heating systems.

The air distribution system would be constructed of galvanized sheet metal, rectangular, round or oval ductwork per SMACNA standards. Exposed medium pressure supply ductwork would utilize double-wall insulated construction. Exposed low pressure supply and return duct would be single-wall construction. Supply and return ductwork in concealed locations would be single-wall construction. Supply air ducts would be insulated with insulation wrap in accordance with the 2015 International Energy Conservation Code. Internal duct liner would be utilized on return and transfer air ducts to address sound reduction / mitigation.

Separation of interior and exterior zones would be provided for optimum zone control. A maximum of two offices would be served on a single zone to comply with LEED Thermal Comfort credit. Multi-occupant spaces such as conference rooms and study rooms would each be served by a dedicated HVAC zone. An enthalpy-based outside air economizer would allow for free and reduced energy cooling when available. Systems would be designed to limit HVAC related background sound levels to NC 25-30 in office and meeting rooms; and NC 35 to 40 in multipurpose spaces and student gathering areas.

**Controls**
The building automation systems shall be designed as a direct extension of the existing campus system. The system shall contain all points and programming as required to allow for automated control and monitoring of the new heating, cooling and ventilation system.

**Plumbing Schematic:**

**Domestic Water Service**
A 3” water service would be extended to the new building from the existing 8” service line located south of the project site. A separate water meter would be provided to measure domestic hot water usage to meet LEED credit requirements.

**Sanitary Sewer Service**
A new 6” sanitary sewer line would be routed from the new building to the campus main. The building drain would be connected to the existing campus main located to the southeast of the project site. A lift station would be required to serve the lower level floor drains in the mechanical room.
Fire Protection Service
A new 6” fire service would be extended to the new building from the existing 8” service line located south of the project site. Hydrant flow testing indicates the service would have adequate flow and pressure to serve the fire sprinkler system without the need for a fire pump.

Plumbing Fixtures
Plumbing fixtures will meet ADA requirements and be low flow sensor operated, except water closets, per SDSU design standards.

Gas Service
Gas service would be required for miscellaneous loads. Appliances that would require a gas service include the hot water heater and fireplace. Primary heating and cooling will be provided by the Central Utility Plants.

Electrical Schematic
The campus electrical loop would be intercepted to the southeast of the project site near the existing transformer that serves Brown Hall. A new vault would be provided at that location. The new building service would be run through the new vault and duct bank to the new AISC building transformer that would be located on the northeast side of the building. The new transformer secondary voltage would be 208Y/120 volts. Service conductors would be run from the transformer underground to the distribution panel in the lower level of the facility. Service size is anticipated to be 800 amps.

Site Lighting
Site lighting would be a continuation of existing site lighting established for the engineering quadrangle and residence halls. Site lighting would also be designed to meet LEED requirements.

Grounding
All grounded buses from switchboards and panel boards would be connected at a central ground system in the electrical room.

Security System
Card readers, latch bolt monitoring, and surveillance cameras would be installed at all exterior doors. Door hardware at main entrances shall be specified for key card access and latch bolt monitoring. Rough-ins would be provided for card readers and cameras at the office suite, student suite, custodial closet, workroom, and mechanical rooms.

Lighting Systems
LED lighting fixtures would be utilized where possible. Occupancy and/or vacancy detectors would be used to provide automatic on-off switching of lights in offices, storage rooms, bathrooms, and other selected rooms in accordance with LEED requirements. The use of task-oriented lighting would also be examined. Daylight harvesting strategies would be used to supplement electrical lighting where appropriate. Exterior lighting would be controlled by a photocell.
Emergency Egress Lighting
Interior light would have a central battery backup system for emergency egress lighting. Exit signs will be LED with battery backup.

Data & Communications
Hardwired data ports would be provided in all offices, conference rooms, mechanical rooms, custodial closets and classrooms. Wireless system access points would also be provided in the basement, first and second floors.

Fire Alarm System
An addressable fire alarm system would be designed into the project and consist of an main fire alarm control panel, smoke and heat detectors in accordance with NFPA 101 & 72 standards.

Fire Sprinkler System
The building would be fully sprinklered in accordance with NFPA 13 standards. All sprinkler heads and pipe serving vestibules or other semi-conditioned spaces shall be dry-type.

Energy Conservation
There are a number of strategies being implemented to reduce energy consumption within the building. The energy conservation strategies include: energy recovery units, variable frequency drives (VFDs), LED light fixtures, occupancy sensors, super insulated building envelope, insulated glazing, and optimizing daylight.

<table>
<thead>
<tr>
<th>Building System</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Envelope</td>
<td>Enhanced performance, shall exceed ASHRAE 2010 baseline standards for envelope performance</td>
</tr>
<tr>
<td>Lighting</td>
<td>Lighting design shall emphasize the use of daylighting strategies. Electric lighting shall be energy efficient LED lamps, unless otherwise approved by the University</td>
</tr>
<tr>
<td>HVAC</td>
<td>Connections to the Central Heating &amp; Chiller Plants will be used. Enhanced indoor air quality strategies will be implemented to meet ASHRAE and LEED V4 standards</td>
</tr>
<tr>
<td>Energy Recovery</td>
<td>Energy performance of the building will improve on the ASHRAE 2010 baseline standards; all utilities to the building will be independently metered to track building performance</td>
</tr>
<tr>
<td>Life Safety &amp; Security</td>
<td>Facility will be equipped with fire alarm and sprinkler, main entrances will be equipped with key card access, video surveillance, latch monitoring and people counters</td>
</tr>
<tr>
<td>Accessibility</td>
<td>Meet current ADA Design Standards and University standards for accessibility, provide on-site parking for commuter students</td>
</tr>
<tr>
<td>Domestic Water</td>
<td>Reduce potable water usage beyond current building code requirements</td>
</tr>
<tr>
<td>Storm Water</td>
<td>Detain and filter storm water runoff onsite and reduce impervious surfaces within the project site to reduce contaminates and pressure on the existing storm water system</td>
</tr>
<tr>
<td>Utilities</td>
<td>Connect to existing gas, domestic water, sanitary sewer, power, communications, chilled water, and steam infrastructure; lines will be extended as required</td>
</tr>
</tbody>
</table>

Performance Standards:
- ASHRAE 90.1/2010
- LEED V4 New Construction & Major Renovations – Minimum Silver Rating
  - Goal of the project is to exceed the minimum State requirement of LEED Silver
- International Building Code 2018
1.B. CHANGES FROM THE FACILITY PROGRAM PLAN

Program and Scope Changes
Due to changes in institutional organization the Wokini Director’s office suite will not be accommodated in the American Indian Student Center.

Area Changes
Due to program changes and the removal of the basement level the overall square footage of the building has been reduced from 16,000 GSF represented in the Facility Program Plan to 11,989 GSF currently represented in the Facility Design Plan. The most significant reductions occurred in the building service and circulation spaces created by the removal of the basement level. Modest reductions have also been taken from the general classroom and the administrative functions of the building (office suite). The general classroom has been sized to accommodate 50 with tables and 100 with row seating. The classroom would be a lecture mobile style setup that would allow for a number of different configurations. The room would also accommodate banquet style seating for AISC events; as well as, row seating for large presentations. In the office suite reductions have been made to individual offices and shared work/storage spaces, along with reductions to the overall office count associated with the Wokini Director.

1.C. IMPACT TO EXISTING BUILDING OR CAMPUS-WIDE HEATING/COOLING/ELECTRICAL SYSTEMS

The facility would not require an upgrade to existing campus utilities. The utilities serving the facility would be an extension of the existing utilities surrounding the building site. Descriptions of specific utilities are listed below.

Electrical Distribution
Electrical power would come from the existing campus distribution. A new transformer and vault pit would be provided.

Existing Tunnels (and associated utilities)
A shallow trench is located north of the construction site, which runs east-west across the Rotunda Green. The trench carries steam, which would be accessed to serve the building from the existing vault.

Chilled Water System
Direct buried piping from the Central Chiller Plant is located within the boundaries of the anticipated construction site. The pipe would remain in place and be accessed to serve the building.

Network Service
All fiber optic and telephone connections would be routed from the building to the central hub in Morrill Hall through a new utility duct and existing tunnel system. The new lines will be trenched from the building site and follow the shallow trench to the west. The lines will be bored into the existing tunnel in the AME parking lot and run north to the server room located in Morrill Hall.
Storm Sewer
The existing storm water drainage pathways shall be modified to reduce the potential of water infiltration to the building from storm water runoff. Connection to the existing storm sewer system will be to the south and east of the building. On-site storm water detention will be located to the east of the building. On-site detention will reduce the project’s impact on the existing storm water system.

Sanitary Sewer
Sanitary sewer for the building will be connected to an 8” service south of the building. Connection will be made at an existing manhole south of the building. The new sanitary sewer system will likely exit the building on the east side.

Water
A new water service; sized to handle the domestic water and fire protection requirements for the building will be extended from the existing water main located southeast of the building site. The existing fire hydrant located southeast of the building site will remain.

1.D. TOTAL CONSTRUCTION COST

Following the initial bid OSE and SDSU entered into negotiations with the low bidder, Clark Drew Construction, with the assistance of the design consultant TSP Inc. Through discussions with the General Contractor and analysis of the schedule of values a number of items were identified that added significant cost to the overall construction project. Following initial discussions TSP Inc. revised the bid documents to reflect these changes and pricing was negotiated with Clark Drew Construction. A list of the negotiated changes can be found in Table 1.D.1. In addition to the base bid modification, additional funding through private donations has been dedicated to the project.

| Table 1.D.1

<table>
<thead>
<tr>
<th>American Indian Student Center Project Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Description</strong></td>
</tr>
<tr>
<td>General Construction Costs</td>
</tr>
<tr>
<td>Base Bid (Low Bid – Clark Drew Construction)</td>
</tr>
<tr>
<td>Negotiated Changes</td>
</tr>
<tr>
<td>Revised construction schedule</td>
</tr>
<tr>
<td>(substantial completion 06/2020)</td>
</tr>
<tr>
<td>Remove basement &amp; relocate program spaces</td>
</tr>
<tr>
<td>Site revisions, reduce excavation (removal of basement) &amp; existing chilled water lines to remain</td>
</tr>
<tr>
<td>Omit exterior metal tiles at canopies &amp; parapet walls</td>
</tr>
<tr>
<td>Reduce ceramic wall tile in restrooms</td>
</tr>
<tr>
<td>TPO roofing material</td>
</tr>
<tr>
<td>Sheet air barrier</td>
</tr>
<tr>
<td>Branch circuit wiring methods</td>
</tr>
<tr>
<td>Strobe &amp; siren fire alarm</td>
</tr>
<tr>
<td>Tape at exterior sheathing joins</td>
</tr>
<tr>
<td>No epoxy tile grout</td>
</tr>
<tr>
<td>Remove projection screens</td>
</tr>
<tr>
<td>Remove ultra-clear glass</td>
</tr>
<tr>
<td>Modify parapet flashing</td>
</tr>
<tr>
<td>HVAC/temperature control changes</td>
</tr>
</tbody>
</table>
### 1.E. CHANGES FROM COST ESTIMATES FOR OPERATIONAL OR M&R EXPENSES

The impact to anticipated M&R, custodial, routine maintenance, utilities, and operational cost has been increased from the estimated amounts in the FPP. The increase reflects updates to anticipated utility and custodial costs for the new facility. There is no change in estimated cost based on the revised FDP.

End of Report - Attachments: Site Plan, Floor Plans, Elevations, & Three Dimensional Renderings
November 13, 2018

President Barry Dunn
Administration Building 222
South Dakota State University
Brookings, SD 57006

Dear President Dunn:

The South Dakota State University Foundation, as a result of additional commitments from private funding for the American Indian Student Center on the SDSU campus, is able to increase its previous commitment of $4,000,000 made in a letter dated November 7, 2017. The purpose of this letter is to inform you that the Foundation is now able to commit up to $5,000,000 for this project. This letter replaces the aforementioned letter dated November 7, 2017.

The SDSU Foundation appreciates the opportunity to partner with the University on this project. Please contact me directly if you have any questions.

Sincerely,

Steve Erpenbach
President & CEO
SDSU Foundation

Tim Dwire
VP of Finance & Operations
SDSU Foundation

cc: Robert Kohrman, Vice President of Finance and Administration, SDSU
    Dean Kattelmann, Associate VP for Facility & Services, SDSU
    Keith Mahlum, VP for Development, SDSU Foundation
SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM:  6 – J
DATE: December 4-6, 2018

******************************************************************************

SUBJECT
SDSU Raven Precision Agriculture Center Facility Design Plan

CONTROLLING STATUTE, RULE, OR POLICY
SDCL 5-14-1 Classification of Capital Improvements
SDCL 5-14-2 Supervision by Bureau of Administration of Capital Improvement Projects
– Payment of Appropriated Funds
SDCL 5-14-3 Preparation of Plans and Specifications for Capital Improvements – State
Building Committees – Approval by Board or Commission in Charge of
Institution
BOR Policy 6:4 Capital Improvements
BOR Policy 6:6 Maintenance and Repair

BACKGROUND / DISCUSSION
SDSU seeks approval of this Facility Design Plan to construct the Raven Precision
Agriculture Center. The Building Committee met on November 19th and approved the
Facility Design Plan. The project is construction of a new classroom and laboratory
building.

The Preliminary Facility Statement was approved by the Board of Regents in August 2015.
A building committee was appointed and the design team of EAPC Architects, with the
Clark Enersen Partners as laboratory design consultants, were selected to design the
project. A revised Preliminary Facility Statement was approved by the Board of Regents
in December 2016. The Facility Program Plan was approved by the Board of Regents in
October 2017. The project was submitted to the 2018 legislative session and approved (HB
1264). The building committee selected McCown Gordon to provide construction
management services in September 2018.

Building Details
The gross area of the Raven Precision Agriculture Center is 130,204 square feet. The space
needs remain consistent with the programmatic needs described in the Facility Program
Plan. A goal is to provide modern classroom and laboratory space to create the specialized
experiential learning and research environment that is necessary for the first
multidisciplinary major in precision agriculture in the nation. Another goal is to develop a
workforce of agronomists and engineers who can apply complex data analytics that will

(Continued)

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DRAFT MOTION 20181204_6-J:
I move to approve SDSU’s Raven Precision Agriculture Center Facility Design Plan for
the construction of the laboratory facility at a cost not to exceed $46,100,000.
aid in development of the hardware, software, and tools necessary to produce more food with less water, fertilizer, and treatments. The Raven Precision Agriculture Center includes:

- Spaces (e.g. the machinery systems class/lab, embedded systems & electronics teaching lab, mechanical bread boarding lab, mid-bay, high bay, and fabrication class/labs) to support and encourage design, construction and installation of data acquisition and control sensors on large agriculture equipment;
- Spaces (e.g. precision ag mapping classrooms, mechatronics & automation lab) to support laboratory and studio-style learning with high-speed computers, software and technology unique to precision agriculture;
- Specialized laboratories (e.g. anaerobic processes, bacteriology, analytical chemistry, soil fertility, soil chemistry, crop production) to support cross disciplinary collaborative research in soil chemistry, soil physics, crop production, ag engineering, aerial imaging, water management and sensor development; and
- Space for rapid prototyping and state-of-the-art fabrication and manufacturing methods.
- Collaborative space for scientists, faculty, students, and administrative personnel.

**Funding**

The project authorized by the Board of Regents and subsequently by the 2018 South Dakota Legislature included the Precision Agriculture Center and renovation of the first and second floors of Berg Agricultural Hall. The budget of the project and approved spending authority was $55,000,000. The funding appropriated for the project totals $46,100,000. The difference between the spending authority and the appropriated funding is the value of the Berg Agricultural Hall renovations.

**Project Cost Estimate Summary**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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<td>Estimated Project Cost</td>
<td>$47,895,196</td>
</tr>
</tbody>
</table>

Note 1: Construction costs outside of Guaranteed Maximum Price includes chiller and cooling tower at North Chiller Plant, asbestos abatement, and landscaping allowance.

The project is currently over budget by $1,895,196 or about 4%. SDSU is working with the designers and construction manager at risk to continue to refine the design and identify.
items in the construction or soft costs than can reduce the cost without sacrificing the project quality or goals.

Funding for the Project
The project funding sources approved via HB1264 are different than represented in the Facility Program Plan. The current approved funding sources are summarized as follows:

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
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<tbody>
<tr>
<td>FY19 General Funds of the State of South Dakota</td>
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<tr>
<td>SDSU</td>
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<tr>
<td>Bonded Funds (2018 bond issue)</td>
<td>$20,000,000</td>
</tr>
<tr>
<td>Total</td>
<td>$46,100,000</td>
</tr>
</tbody>
</table>

Building Location
The building will be located at the corner of Medary Avenue and North Campus Drive directly west of McFadden Biostress. This location provides the project with the appropriate adjacencies to other related buildings on campus and is also positioned on a highly visible and well-traveled portion of the campus. The new building will require demolition of the Seedhouse, West Headhouse, the Wheat Greenhouse and will require displacement of existing asphalt parking lots surrounding the Seedhouse.

Timeline
Construction would begin in the fall of 2019 and the building would be ready for occupancy the spring/summer of 2021.

Additional project details regarding building spaces, campus utility impact, mechanical, electrical, floor plans, and renderings can be found in Attachment I – SDSU Raven Precision Agriculture Center FDP.

IMPACT AND RECOMMENDATIONS
Approval of the Facility Design Plan will allow the building to proceed to design development and construction drawings and for the Construction Management firm to prepare the Guaranteed Maximum Price. The Building Committee, with Jim Morgan as the Board representative, will manage the project moving forward.

It is recommended that the project proceed to construction and not exceed the approved funding of $46,100,000. The bonds will be issued by the South Dakota Building Authority with necessary approval coming to the December Board meeting.

ATTACHMENTS
Attachment I – SDSU Raven Precision Agriculture Center FDP
SDSU seeks approval of this Facility Design Plan to construct the Raven Precision Agriculture Center. The project is construction of a new classroom and laboratory building.

The Preliminary Facility Statement was approved by the Board of Regents in August 2015. A building committee was appointed and the design team of EAPC Architects, with the Clark Enersen Partners as laboratory design consultants were selected to design the project. A Revised Preliminary Facility Statement was approved by the Board of Regents in December 2016. The Facility Program Plan was approved by the Board of Regents in October 2017. The project was submitted to the 2018 legislative session and approved (HB 1264). The building committee selected McCown Gordon to provide construction management services in September 2018.

SDSU requests that the Facility Design Plan be approved which will allow the building to proceed to design development and construction drawings and preparation of a Guaranteed Maximum Price.

a. Architectural, Mechanical, and Electrical Schematic Designs

The space needs remain consistent with the programmatic needs described in the Facility Program Plan. A goal is to provide modern classroom and laboratory space to create the specialized experiential learning and research environment that is necessary for the first multidisciplinary major in precision agriculture in the nation. A goal is also to develop a workforce of agronomists and engineers who can apply complex data analytics that will aid in development of the hardware, software, and tools necessary to produce more food with less water, fertilizer, and treatments.

The Raven Precision Agriculture Center includes:

- Spaces (e.g. the machinery systems class/lab, embedded systems & electronics teaching lab, mechanical bread boarding lab, mid-bay, high bay, and fabrication class/labs) to support and encourage design, construction and installation of data acquisition and control sensors on large agriculture equipment;
- Spaces (e.g. precision ag mapping classrooms, mechatronics & automation lab) to support laboratory and studio-style learning with high-speed computers, software and technology unique to precision agriculture;
- Specialized laboratories (e.g. anaerobic processes, bacteriology, analytical chemistry, soil fertility, soil chemistry, crop production) to support cross disciplinary collaborative research in soil chemistry, soil physics, crop production, ag engineering, aerial imaging, water management and sensor development; and
- Space for rapid prototyping and state-of-the-art fabrication and manufacturing methods.
- Collaborative space for scientists, faculty, students, and administrative personnel.
The preliminary design is complete and the project has entered the design development phase. Attached are architectural drawings of the project. The gross area of the Raven Precision Agriculture Center is 130,204 square feet. The component spaces within the facility remain the same as presented in the Facility Program Plan.

The site is at the corner of Medary Ave. and North Campus Drive directly west of McFadden Biostress. This location provides the project with the appropriate adjacencies to other related buildings on campus and is also positioned on a highly visible and well-traveled portion of the campus.

The new building will require demolition of the Seedhouse, West Headhouse, the Wheat Greenhouse and will require displacement of existing asphalt parking lots surrounding the Seedhouse. The construction will also require a portion of steam tunnel to be removed. Existing trees will also need to be removed for the new building and parking lot area.

The storm sewer service in this quadrant of campus will need to be upgraded to serve the new building and existing surrounding facilities. Storm water runoff will now drain to a bio-swale/snow storage area located south of the new building before discharging into new storm sewer pipes that will flow west and then north. The new storm sewer will flow north beyond the building site and then west to the area near the North Headhouse, where it will be daylighted and drain to the campus detention pond.

Water for fire protection and domestic use will be supplied from the existing SDSU water main in North Campus Drive. A new water service line will connect to the water main on the north side of the street. Sanitary sewer service from the new building will be a new 6 inch PVC pipe from the west side of the new building which will gravity drain to a wye that will need to be cut into the existing 12 inch municipal sanitary sewer main in Medary Avenue.

Parking for the new building will be provided on the south side of the building. A new driveway entrance will be constructed off of Medary Avenue to connect to the existing parking lot east of Alfred Dairy Science Hall. New pavement will be asphalt except for a portion directly south of the building which will be reinforced concrete for semi-trucks and machinery to make turns on to enter the overhead doors of the building. There will be a total net loss of 49 parking stalls on the site, so these spaces will need to be replaced west of the site across Medary Avenue.

The project is being designed to LEED Silver certification as required by South Dakota statute. Notable features that will help the project achieve this certification level include a heat recovery system of all exhaust air from the building and laboratory system, a photovoltaic array on the roof, and a solar wall on the roof for preheating outside air, light emitting diode light fixtures, enhanced r-values in roof and wall construction, low flow restroom fixtures, and abundant natural light.

Architectural Description
One of the overarching goals of the Raven Precision Agriculture Center is to encourage collaboration. The design of the new building offers features to help facilitate this important goal. There are breakout spaces and collaboration areas placed throughout the facility of various sizes for use by all building occupants. In addition, there is a large central circulation atrium that doubles as a collaboration area. This core is designed with clerestory windows that will bring natural light into the center of the building. This design allows lab spaces to be placed internally without losing natural light. The research spaces and offices for each department are intermingled throughout the facility to ensure that the users will have ample opportunities to interact. There are over 19 different research and teaching laboratories along with the necessary support spaces including equipment rooms, instrumentation and grad student offices. The building also provides spaces for students and faculty to collaborate with industry partners on joint projects.
The design facilitates important adjacencies and avoids conflicts. Noisy spaces have been strategically placed in a cluster on the perimeter to help isolate the noise and provide exterior access with large overhead doors. An existing electron microscope is being relocated to this building and has been positioned at the opposite end of the building to avoid transferring vibrations. Classroom spaces are generally positioned away from noisy spaces. The 100-person classroom has been specifically placed across from the High Bay Lab to allow for smaller equipment to be brought into the classroom and observed using handheld cameras during the lecture. In total, this facility has 4 classrooms of varied sizes and 10 teaching laboratories. These teaching spaces have been placed near the main entrance to provide easy access and wayfinding for students. The main department offices, conference rooms and other public gathering spaces are also placed near the entrance.

The exterior facade of the building consists predominantly of brick and glass curtainwalls, with a small amount of metal panels. The use of brick allows the building to tie to the existing fabric of the SDSU campus. It will be supplemented by large expanses of glass to provide transparency and openness from the interior. The metal panel provides a transition between various material uses.

This building is located at an prominent entrance point into campus and is highly visible from all sides. It is important that the exterior of the building provides a distinctive and modern image. The construction will include a 50 KW Photovoltaic array on the large roof area facing south. This array will provide power to the facility and reduce electrical costs. In addition, the design will integrate the use of a perforated metal panel system called “SolarWall” that preheats the air with solar radiation before it enters the mechanical system thus reducing energy costs during the winter months. The building will be designed to meet LEED Silver requirements and these features will aid in this certification.

Mechanical
The mechanical penthouse level will have air-handling units, return fans, and laboratory exhaust fans to serve climate control and exhaust requirements for internal spaces. Designated air handling units will serve the offices, corridors, and interaction room. This air handling units will be equipped with a return air fans and will be a variable air volumesystem.

For lab rooms, air handling units will provide a once through air flow pattern utilizing 100% outside air for laboratory ventilation. Dedicated outdoor air handling units will serve the laboratories, shared equipment rooms, and the glass wash space.

Laboratory exhaust fans each sized at 50% of the required exhaust air flow rate providing N+1 redundancy utilizing wraparound energy recovery systems with coils and pumps to recover heat from the laboratory exhaust air streams. Air handling and exhaust air systems will be sized with 20% spare capacity. Finned tube radiation will be provided around the perimeter exterior glazing. Design of HVAC and plumbing utility systems will provide for an environmentally sound materials and sustainable systems.

Complete automatic quick response, fire suppression system designed per NFPA 13 and 45 design guidelines shall be provided throughout the building. The majority of the facility shall be served with a wet pipe fire suppression system with the medium and high bay areas being served with a single-interlocked fire alarm system.

The design of the building HVAC system shall provide for the safe operation of the building as well as the health and comfort of the occupants. The laboratory areas may contain harmful chemical vapors, particulate and biological aerosols. These potentially hazardous substances will be continuously removed from the breathing zone of the occupants and discharged up 10 feet above the roof of the building addition.
Electrical
The electrical design for this project will include the following: Primary electrical service to the facility. A 277/480-volt electrical service entrance and distribution systems throughout the facility. An engine powered standby/emergency generator system to supply required Life Safety Code electrical power loads and optional standby loads as designated by the facility users. LED lighting systems and lighting controls will be used throughout the facility. Receptacle layouts will support computer equipment, lab equipment and general-purpose needs. Outlet boxes, raceway distribution systems and horizontal cable will support the telecommunications provided by the University. Where fire alarm systems are required to supplement the fire sprinkler system, an addressable alarm system will be required. A security system for the facility will be provided with two distinct zones; public and research/support zone. Video surveillance will be included where needed.

b. Changes From the Facility Program Plan
The project authorized by the Board of Regents and subsequently, by the 2018 South Dakota Legislature included the Precision Agriculture Center and renovation of the first and second floors of Berg Agricultural Hall. The budget of the project and approved spending authority was $55,000,000.

The funding appropriated for the project totals $46,100,000. The difference between the spending authority and the appropriated funding is the value of the Berg Agricultural Hall renovations. SDSU requests that we proceed with construction of the Raven Precision Agriculture Center.

c. Impact to Existing Building or Campus-Wide Heating/Cooling/Electrical Systems
Two campus utility systems will be affected by the project, storm sewer and steam utilities. The storm sewer system will be upgraded to receive rainfall runoff from this site and sites to the south. This water will be directed around the Raven Precision Agriculture Center, extended to the north, and drain to the campus detention pond on the Highway 14 bypass. An expanded description is shown in the project description above.

The campus steam supply and condensate return piping within the tunnel system will be looped through the new building. A tunnel will be constructed, connecting the new northwest tunnel to the Raven Precision Agriculture Center. A separate tunnel will be constructed, connecting the steam mains in the Alfred Dairy Science building to the new building. This will provide redundant services to buildings in the northwest corner of the campus.

The water, sanitary sewer, chilled water, and electrical utilities will not require any modifications to the campus systems other than building service lines from the utility mains to the new building.

d. Total Construction Cost Estimates
The project funding sources approved via HB1264 is different than represented in the Facility Program Plan. The current approved funding sources are summarized as follows:

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<tr>
<th>Source</th>
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<tbody>
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The budget of the project has been updated based on an initial estimate from the construction manager at risk, McCown Gordon Construction. Two pages from the CM@R estimate are included with the attachments to that illustrate the CM@R’s assumptions and detail within their estimate. The non-construction costs are a combination of estimates prepared by the Office of the State Engineer, contract amounts, and SDSU Facilities & Services estimates. A recapitulation of the budget is shown below.
The project presently is approximately $1,800,000 (3.87%) over budget. SDSU is working with the
designers and construction manager at risk to continue to refine the design and identify items in
construction or soft costs that can reduce the costs without sacrificing the project quality or goals. We
have developed an initial listing of items for consideration that represent a savings of $1,212,703. Other
items will be identified or alternates developed with the goal of meeting the project budget.

Project Estimate Summary

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</thead>
<tbody>
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Note 1: Construction costs outside of Guaranteed Maximum Price includes chiller and cooling tower at
North chiller plant, asbestos abatement, and landscaping allowance.

e. Changes From Cost Estimates for Operational or M&R Expenses

Estimates for M&R and Ongoing Operational Expenses are the same as expressed in the Facility Program
Plan. They were predicated on the demolition of the three smaller structures and construction of the new
Raven Precision Agriculture Center. They are summarized as follows:

- Annual M&R impact - $1,100,000 to $1,388,000
- Utility Costs - $154,000
- Routine Maintenance Expenses - $555,000 to $830,000
- One time maintenance equipment costs - $70,000
- Custodial and simple maintenance costs - $212,000 – this includes 2 additional FTE for custodial
  and maintenance of the new building.

List of Attachments:
- Architectural Floor Plans
- Site Plan
- Perspective Drawing of East Elevation
- Example CM@R takeoff sheets
SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 6 – K
DATE: December 4-6, 2018

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SUBJECT
USD Dakota Dome Interior Renovation Guaranteed Maximum Price

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 6:4 – Capital Improvements
BOR Policy 6:6 – Maintenance and Repair

BACKGROUND / DISCUSSION
USD is submitting its Guaranteed Maximum Price (GMP) for Dakota Dome Phase 2 Interior Renovation. The Building Committee will meet to approve the GMP the week of November 26th, 2018.

The Dakota Dome Renovation Facility Program Plan was approved by Board of Regents at the December 2017 meeting with an overall project funding of $26,320,000. Previously both the Building Committee and the Board of Regents approved the Facility Design Plan and the GMP for Phase 1 of the project which was the Dakota Dome Renovation – Outdoor Practice Football Field for total funding in the amount of $2,115,000, and a GMP of $1,787,133.

The Facility Design Plan for Phase 2 of the project, which is the Dakota Dome Interior Renovation, was approved at the October 2018 meeting. USD is requesting approval of the GMP for construction on the Dakota Dome Interior Renovation project from the Board of Regents. USD has received a GMP of $20,483,000, which is within the overall project funding of $24,205,000. The following presents a breakdown of the cost estimate for Phase 2:

<table>
<thead>
<tr>
<th>Total Estimate Of Probable Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Costs</td>
</tr>
<tr>
<td>AV/IT</td>
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<tr>
<td>FF&amp;E</td>
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<tr>
<td>A &amp; E Fee</td>
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<tr>
<td>Commissioning</td>
</tr>
<tr>
<td>Testing/LEED</td>
</tr>
<tr>
<td>OSE/USD Fees</td>
</tr>
<tr>
<td>Owner's Contingency:</td>
</tr>
<tr>
<td>PROJECT TOTAL</td>
</tr>
</tbody>
</table>

(Continued)

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DRAFT MOTION 20181204_6-K:
I move to approve USD’s Guaranteed Maximum Price of $20,483,000 for the Dakota Dome Interior Renovation project and to approve a maximum budget of $27,870,000.
The project will also include eight (8) alternates which are currently not included in the above GMP. USD feels that the CMR contractor’s estimates are inflated and that the overall project market and high interest from local contractors will allow USD to complete the eight (8) alternates within the GMP amount of $20,483,000. However, if the bid packages do not allow for USD to complete these eight (8) alternates within the approved GMP amount, then USD has attached a letter from the USD Foundation (dated November 7th, 2018) securing another $1.55 million in private sources to cover the costs of these eight (8) alternates, which is still within the 125% legislation approval amount.

The overall project would increase to $27,870,000 if the additional funded were needed.

<table>
<thead>
<tr>
<th>Funding Sources for the Dakota Dome Renovation Project</th>
<th>Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private Donations - Bonded</td>
<td>$14,500,000</td>
</tr>
<tr>
<td>USD local other funds</td>
<td>$6,419,602</td>
</tr>
<tr>
<td>HEFF M&amp;R Proceeds</td>
<td>$5,400,398</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$26,320,000</strong></td>
</tr>
<tr>
<td>Potential Additional Private Funds</td>
<td>$1,550,000</td>
</tr>
<tr>
<td><strong>Maximum Estimated Cost</strong></td>
<td><strong>$27,870,000</strong></td>
</tr>
</tbody>
</table>

**ATTACHMENTS**

Attachment I – Foundation Letter regarding the USD Dakota Dome Interior Renovation
November 7, 2018

Dr. Paul B. Beran, Executive Director
South Dakota Board of Regents
306 East Capitol Ave, Suite 200
Pierre, SD 57501

Re: USDF and USD MOU

Dear Dr. Beran:

The University of South Dakota Foundation has agreed to secure Sixteen Million Fifty Thousand Dollars ($16,050,000) of private resources to be used for the planning, construction and financing of the Dakota Dome Renovation Project.

USD Foundation and the University of South Dakota have entered into a MOU setting forth their mutual efforts and responsibilities, including the agreement of USD Foundation to guarantee the annual payments over the life of the bonds. This letter replaces and supersedes the Foundation’s letter of November 7, 2017 previously provided to the South Dakota Board of Regents.

Sincerely,

Steve Brown
President
SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 6 – L
DATE: December 4-6, 2018

******************************************************************************

SUBJECT
USD National Music Museum Addition & Renovation Facility Design Plan

CONTROLLING STATUTE, RULE, OR POLICY
SDCL 5-14-1 – Classification of Capital Improvements
SDCL 5-14-2 – Supervision by Bureau of Administration of Capital Improvement Projects – Payment of Appropriated Funds
SDCL 5-14-3 – Preparation of Plans and Specifications for Capital Improvements – State Building Committees – Approval by Board or Commission in Charge of Institution
BOR Policy 6:4 – Capital Improvements
BOR Policy 6:6 – Maintenance and Repair

BACKGROUND / DISCUSSION
USD is submitting its Facility Design Plan for the renovation of and addition to the National Music Museum. The Facility Program Plan for the National Music Museum was approved by the Board in December 2017.

The University of South Dakota and National Music Museum Board of Trustees have completed their study that determined the need to renovate the Carnegie building that presently houses the National Music Museum, as well as build an addition onto the existing Carnegie building for use by the National Music Museum (NMM).

The renovation and addition will provide modernized facilities to house the National Music Museum’s world class musical instrument collection in a secure and environmentally controlled setting and will provide the museum staff improved working conditions. The addition will provide an ADA accessible entrance to the museum, allow for more instruments to be put on display, provide for a rotating exhibition room, a new concert hall with state-of-the-art recording technology, provide for family-friendly areas where instruments can be demonstrated and played by young people, and provide more secure storage for the most priceless instruments. Renovation of the Carnegie building will provide for a much improved heating and cooling environment for the safety of the instruments on display, and allow for new gallery space to open up for new exhibits.

(Continued)

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DRAFT MOTION 20181204 6-L:
I move to approve USD’s National Music Museum Facility Design Plan for the Addition and Interior Renovations at a total estimated price of $10,595,000. Funding for this project will come from donations totaling $9,095,000 and HEFF M&R in the amount of $1,500,000.
The addition to the NMM will consist of three floors. The basement will be primarily collection storage space, mechanical and electrical space, and exhibit prep space. The first floor will include new ADA entrance and restrooms, new lobby with reception, gift shop, and security area. The first floor will also include a new temporary exhibit space, recital hall, garage storage, green room, and new elevator to access both basement and 2nd floor. The 2nd floor will include new offices, photo lab, conservation lab and ADA accessible restrooms.

The renovation of the current Carnegie building will include updating finishes to the main floor restrooms, new exterior windows, new flooring in exhibit spaces, new mechanical and electrical systems, new LED lighting, and new classroom space for teaching/learning by faculty, students, and the general public.

Total gross square footage for the National Music Museum is 28,830 sq ft and the Carnegie addition of 16,380 sq ft for a total square footage of 45,210.

The total project cost estimate has increased from $9,218,200 to $10,595,000. The National Music Museum has committed to funding the additional costs and a revised letter of commitment is attached to this Facility Design Plan.

### ESTIMATED TOTAL COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Construction Costs</td>
<td>$8,200,000</td>
</tr>
<tr>
<td>AV/IT &amp; IT Allowance/BIT</td>
<td>$550,000</td>
</tr>
<tr>
<td>FF&amp;E Allowance</td>
<td>$250,000</td>
</tr>
<tr>
<td>A &amp; E Fees</td>
<td>$668,250</td>
</tr>
<tr>
<td>CMR Preconstruction Fee</td>
<td>$50,000</td>
</tr>
<tr>
<td>LEED/Commissioning</td>
<td>$102,980</td>
</tr>
<tr>
<td>Testing</td>
<td>$25,000</td>
</tr>
<tr>
<td>OSE/USD Fees</td>
<td>$200,000</td>
</tr>
<tr>
<td>Owner's Contingency</td>
<td>$548,770</td>
</tr>
<tr>
<td><strong>Project Total</strong></td>
<td>$10,595,000</td>
</tr>
</tbody>
</table>

### IMPACT AND RECOMMENDATIONS

USD requests approval of the Facility Design Plan and a total budget of approximately $10.6M for design and construction of the National Music Museum Addition & Renovation with funding for the project as follows:

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private Donations</td>
<td>$9,095,000</td>
</tr>
<tr>
<td>HEFF M&amp;R Proceeds</td>
<td>$1,500,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$10,595,000</td>
</tr>
</tbody>
</table>

Additional details of this Facility Design Plan can be reviewed in Attachment I.

### ATTACHMENTS

- Attachment I – NMM Board Commitment Letter
FACILITY DESIGN PLAN

National Music Museum Addition/Renovation

THE UNIVERSITY OF SOUTH DAKOTA

Introduction:

The Facility Program Plan for the National Music Museum Addition/Renovation was approved by the board in December 2017.

The University of South Dakota and National Music Museum Board of Trustees have completed their study that has determined the need to renovate the Carnegie building that presently houses the National Music Museum, as well as build an addition onto the existing Carnegie building for use by the National Music Museum.

The renovation and addition will provide modernized facilities to house the National Music Museum’s world class musical instrument collection in a secure, environmentally controlled setting that will provide the museum staff improved working conditions. The addition will provide an ADA accessible entrance to the museum, allow for more instruments to be put on display, provide for a rotating exhibition room, a new concert hall with state-of-the-art recording technology, provide for family-friendly areas where instruments can be demonstrated and played by young people, and provide more secure storage for the most priceless of instruments. Renovation of the Carnegie building will provide for a much improved heating and cooling environment for the safety of the instruments on display, and allow for new gallery space to open up for new exhibits.

The constituents served by this facility will be USD students, faculty, staff, national and international researchers, and the general population. With a world-class collection of the most important instruments, the facilities must come up to standards that will assist the museum in its desire for re-accreditation.

a. Architectural, mechanical, and electrical schematic design:

The addition to the NMM will consist of three floors. The basement will be primarily collection storage space, mechanical and electrical space, and exhibit prep space. The first floor will include new ADA entrance and restrooms, new lobby with reception, gift shop, and security area. The first floor will also include a new temporary exhibit space, recital hall, garage storage, green room, and new elevator to access both basement and 2nd floor. The 2nd floor will include new offices, photo lab, conservation lab and ADA accessible restrooms.
The renovation of the current Carnegie building will include updating finishes to main floor restrooms, new exterior windows, new flooring in exhibit spaces, new mechanical and electrical systems, new LED lighting, and new classroom space for teaching/learning by faculty, students, and the general public.

**Mechanical Systems:**

The project will add two (2) air handlers one to service the existing building and one to service the new addition. It will also include a new chiller that will serve both the addition and existing building. Finally, the project will incorporate Variable Aire Volume (VAV) boxes for individual controls of the heating/cooling systems within each area/room and will incorporate all new Building Automation System (BAS) for controls of the heating, cooling, and lighting systems within the building via the campus wide BAS system.

**Electrical Systems:**

The project will incorporate new electrical service for both the existing building and the addition. It will incorporate new energy efficient LED lighting systems, new IT systems, new security system, and new fire alarm systems. The project will also incorporate occupancy sensors, electrical panels, breakers, wiring, switching, and electrical gear for both the existing building as well as the addition.

**b. Changes from the Facility Program Plan:**

The total project estimate has increased from $9,218,200 to $10,595,000. The funding for the project consists of $9,095,000 from private donations and $1,500,000 in HEFF M&R. The increased estimate can be attributed to inflationary impact. The National Music Museum has committed to funding the additional costs and a revised letter of commitment is attached.

**c. Impact to existing building or campus-wide heating/cooling/electrical systems:**

The existing building with the new addition will have minimum impact to the campus-wide heating/cooling/electrical systems due to more efficient heating/cooling systems and more energy efficient electrical systems.

**d. Total project cost estimate:**

The overall National Music Museum Addition/Renovation project cost is $10,595,000. The following presents the breakdown of the cost estimate for the project.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Estimate Of Probable Construction Costs</td>
<td>$8,200,000</td>
</tr>
<tr>
<td>A/V &amp; IT Allowance/BIT</td>
<td>$550,000</td>
</tr>
</tbody>
</table>
FF & E Allowance $250,000
A & E Fees $668,250
CMR Preconstruction Fee $50,000
LEED/Commissioning $102,980
Testing $25,000
OSE Fees / USD Fees $200,000
Owner's Contingency: $548,770

| PROJECT TOTAL | $10,595,000 |

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**FUNDING FOR THE PROJECT**

<table>
<thead>
<tr>
<th>Facility Design Plan March 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private donations $9,095,000</td>
</tr>
<tr>
<td>HEFF M&amp;R Proceeds $1,500,000</td>
</tr>
<tr>
<td><strong>Total</strong> $10,595,000</td>
</tr>
</tbody>
</table>

**e. Changes from cost estimate for operational or M&R expenses:**

There are no changes from Facility Program Plan

**Attachments:**

See following pages
October 22, 2018

President Sheila Gestring
University of South Dakota
136 Slagle Hall
Vermillion, SD 57069

Dear President Gestring:

The National Music Museum continues to be committed to the renovation of the Carnegie Building and subsequent addition on the University of South Dakota Campus. As stated previously, we hold financial resources in the amount of $7,765,000 for planning and construction of the project. These funds are made up of cash, pledges and a construction loan through our banking partners.

In addition, we have committed $1,330,000 to the project to meet projected budget increases bringing our total to $9,095,000. These additional funds will be raised, and as of now, are backed by funds held at the USD Foundation.

Sincerely,

Scott Lawrence
President
Board of Trustees

CC: Dennis Acrea, Larry Schou
SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 6 – M
DATE: December 4-6, 2018

******************************************************************************

SUBJECT
BOR Policy 5:5:4 – Tuition and Fees: Fees Revisions (Second Reading)

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 5:5:4 – Tuition & Fees: Fees

BACKGROUND / DISCUSSION
First reading at the May 2018 Board meeting presented the proposed change to Section 3 which addressed guidelines and the application of tuition and fees for exchange programs or agreements. Substantive changes with the second reading to the policy consist of the inclusion of definitions and the realignment of fees and charges to the appropriate categories within the policy.

IMPACT AND RECOMMENDATIONS
The Business Affairs Council (BAC), the Academic Affairs Council (AAC), and the Council of Presidents and Superintendents (COPS) support the changes. Board staff recommend approval.

ATTACHMENTS
Attachment I – BOR Policy 5:5:4 – Tuition & Fees: Fees

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DRAFT MOTION 20181204_6-M:
I move to approve the second and final reading of the revisions made to BOR Policy 5:5:4 – Tuition and Fees: Fees as shown in Attachment I.

4588
SUBJECT: Tuition and Fees: Fees

NUMBER: 5:5:4

A. PURPOSE
To identify the fees and charges assessed by the universities.

B. DEFINITIONS
1. Charge(s): Charges relate to an elected activity and cannot be mandated by the university. Miscellaneous field trip expenses and services from an outside vendor are the only acceptable charges related to courses.

2. Fee(s): The surcharge beyond tuition, whether per credit hour, per semester, or annual, necessary to cover the costs associated with a course above and beyond tuition. There are four classes of fees: Mandatory Fees, Fees for Service, Discipline Fees, and Off-Campus Delivery Fees.

3. Discipline Fee: A per credit hour or semester fee to support high cost disciplines.

4. Mandatory Fees: Fees charged to all students on-campus on a per credit or semester basis.

5. Fees for Service: A fee charged for a specific service performed at the request of a student.

6. Off-Campus Delivery Fees: A fee that supports the costs of delivering a program offered via distance or at an off-campus location.

C. POLICY
1. Fees Retained by the Universities
The Board has authorized the universities to assess certain fees and to retain the revenue for the specified uses. An institution shall not assess any fee for any special purpose unless authorized by the Board. Information about approved fees shall be available on the Board’s webpage and on the university websites.

1.1. General Activity Fee (GAF)
The general activity fee is a mandatory fee that supports student functions related to the co-curricular activities and operations and payment of debt incurred for the construction, maintenance, repair, and equipping of student unions, athletic facilities and wellness facilities as approved by the Board. Examples of activities funded by GAF are student organizations, cultural events, homecoming, student government,
yearbooks, student newspapers, campus radio and television stations, child care, student activities, athletics, intramurals, student health services, and the operational and debt expenses for student unions. The general activity fee shall be assessed on all on-campus credit hours.

1.1.1. Student Representation on General Activity Fee Committee: There shall be at least a simple majority of students on the committees that recommend to the president the rates and allocation of the general activity fee. The president of the institution has the approving authority for the final recommendation to the Board.

1.1.2. A request above inflation for a GAF fee increase should include the following:
   - Open student hearings that include the proposed annual cost increase and an explanation of what the funds will be used for;
   - An explanation of student reaction and level of support based on student body surveys for the fee increase;
   - Representatives from Student Government will be asked to provide information to the Board.

1.1.3. The general activity fee shall be assessed on all on-campus credit hours.

1.1.3.1. Authorization to Waive General Activity Fee: Universities are authorized to waive the general activity fee for anyone enrolled in a workshop.

1.2. Computer Lease Fees
The computer lease fee is used to cover the cost to lease laptops/tablets for full-time on-campus students.

1.2.1. Undergraduate students attending DSU will pay a per semester computer lease fee.

1.2.2. Undergraduate students attending SDSM&T will pay a per semester computer lease fee.

1.3. Discipline Fees
1.3.1. Discipline fees shall be used to purchase instructional equipment and supplies and pay other operating costs for high cost disciplines. The funds are also available to supplement salaries for faculty within the discipline. The dollars should be used such that they benefit the students enrolled in the discipline:

   A complete listing of approved discipline fees shall be available on the Board’s webpage, each university’s website, and at the Executive Director’s Office. All discipline fees must be approved by the Board.

1.4. Undergraduate Application Fee
Students will be assessed the application fee for each university to which they apply as a degree-seeking student. Any student that attended a Regental institution in the
three terms prior to the term of the application is eligible for a fee waiver. Military personnel that have dropped out due to a call to active duty for a period exceeding the three previous terms are also eligible for a waiver. Students taking courses as a non-degree seeking “special” student will not be assessed the application fee until they are accepted as a degree seeking student.

1.4.1. Military personnel that have dropped out due to a call to active duty for a period exceeding the three previous terms are also eligible for a waiver.

1.4.2. Any student that attended a Regental institution in the three terms prior to the term of the application is eligible for a fee waiver.

1.5. Graduate Application Fee

1.5.1.1. The fee will be assessed once when a student applies to the graduate school. The student will have to pay again if they switch institutions and/or dropped out for more than three terms and have to reapply. Students attending as non-degree seeking “special” students will not be assessed the application fee until accepted as a degree seeking student.

1.8. International Student Fee

2.3. All F-1 and J-1 international students enrolled on campus for credit at a South Dakota public university shall be charged the International Student Fee each academic term in which they are enrolled. An F1 or J1 visa student cannot take all of his/her courses via distance except for the summer term – and there is no tracking required in that event. If the summer term is his/her first term, he/she cannot take all of their courses via distance. In the event an international student with an F1 or J1 visa enrolls via distance from another state, we have no tracking responsibility for the student. The fee will be assessed to degree-seeking students, English as a Second Language (ESL) students, and foreign students enrolled under a cooperative agreement with a foreign institution.

1.9. Housing and Food Service

The Board shall approve all food service plans and housing plans for standard semesters and the weekly summer room rates.

1.10. Off-Campus Program Delivery Fees
Universities may assess approved program-off-campus delivery fees to support the incremental costs of additional equipment, support staff, space or facilities, student services, business services or library, and related services for all courses in a program offered via distance or at an off-campus location.

1.3. International Student Fee

All F-1 and J-1 international students enrolled on campus for credit at a South Dakota public university shall be charged the International Student Fee each academic term in which they are enrolled. An F1 or J1 visa student cannot take all of their his/her courses via distance except for the summer term—and there is no tracking required in that event. If the summer term is their his/her first term, they he/she cannot take all of their courses via distance. In the event an international student with an F1 or J1 visa enrolls via distance from another state, we have no tracking responsibility for the student. The fee will be assessed to degree-seeking students, English as a Second Language (ESL) students, and foreign students enrolled under a cooperative agreement with a foreign institution.

1.4.2.3. Northern State University Exchange Program Fee

Beginning with summer 2016 term, foreign exchange students attending NSU under any agreement will pay the exchange program fee in addition to the General Activity Fee (GAF).

1.5.2.3. Housing and Food Service

The Board shall approve all food service plans and housing plans for standard semesters and the weekly summer room rates.

2. Charges

2.1. Incidental Charges

The universities may assess students incidental charges for elective miscellaneous services the university has been granted authority to administer, provided that the services do not have a direct or specific relationship to a course offering. The services must be elected by the students and not mandated by the university.

2.2. Course Charges

Students enrolled in certain courses for which the services of an outside vendor are required may be assessed a charge for the course. Students enrolled in programs requiring malpractice or other insurance may be assessed a charge to recover payments made on their behalf. Course charge shall be noted in the course description published in the university catalog.

2.1.2.3. Field Trips

2.1.2.3.1. The universities may assess students incidental charges for field trips. This charge can be assessed provided that the costs are for the field trip only (transportation, meals and lodging, price of admission, etc.).

2.1.2.3.2. Any funds collected for field trips shall be collected by the same university offices that are responsible for the collection of tuition and fees.
2.2.4. Study Tours
The universities may assess students a study tour charge to cover the costs of studying abroad for Board approved study tour programs. The costs may include student transportation, meals, lodging, and other incidental costs. The charge may also include the allocated costs for faculty overhead (transportation, meals, lodging, etc.). Salary costs for faculty members that will teach portions of the program can only be included if no tuition revenues will be collected for the associated credits.

2.3.5. Assessment Charges or Testing Fees
Unless a fee is specifically approved by the Board, only certain assessment costs can be charged to students according to the following criteria:

- The initial cost of system-wide exams mandated by the Board will be covered with tuition revenues paid by students. The cost of retests will be borne by the student.
- The cost of exams required for admittance into a field of study will be paid for by students taking the exam.
- The cost of major field assessment exams or exit-exams will be covered by tuition revenues paid by all students.
- The cost of licensing exams required by external agencies for various programs will be covered by the students taking the exams.

3. Fees to be Charged to Students Participating in Board Approved International Exchange Agreements
Students participating under Board approved international exchange agreements pay tuition and mandatory fees to their home campus.

3.1. Outbound Students on Exchange Agreements
Outbound students from South Dakota Regental institutions on exchange agreements will pay tuition, the university support fee, and the general activity fee for each credit hour enrolled. Students will also pay for any required insurance. Tuition will be assessed according to the student’s residency and student type and the current tuition rates. Students should be registered in an Exchange course for 12 credit hours.

3.2. Inbound Students on Exchange Agreements
Inbound students on exchange agreements will pay all applicable program fees, incidental charges, the International Student Fee, appropriate room and board fees, and will not be charged the system mandatory fees. Inbound students participating in reciprocal exchange agreements will pay all applicable incidental charges, the international student fee, appropriate housing and food service fees, and will not be charged the GAF or discipline fees, provided the exchange is in balance and the outgoing BOR student receives a similar waiver of all academic fees.
Student that—An international student who enrolls in an self-support-off-campus course will pay all self-support-off-campus tuition and off-campus delivery fees associated with the course.

3.3. All new, revised, or renewals of agreements with foreign universities that include provisions for student exchanges submitted for Board approval are to require that students from the foreign university are to pay all applicable program fees, incidental charges, the International Student Fee, appropriate room and board fees, and will not be charged the system mandatory fees.

FORMS / APPENDICES:
None

SOURCE:
DRAFT MOTION 20181204_6-N:
I move to approve the first reading of BOR Policy 5:7 – Refunds with the revisions shown in Attachment I.
SUBJECT: Refunds

NUMBER: 5:7

A. PURPOSE

To establish the governance in determining if a student is entitled to a financial refund based on the status of their registration cancellation or reason for the withdrawal.

B. DEFINITIONS

1. Dropped Course: An on-campus or off-campus course for which a student terminated enrollment while remaining actively enrolled in at least one additional course at a Regental university.

2. Drop/Add Period: The date of the beginning of the term through the first ten percent of the term ends or the day following the first class meeting, whichever is later.

3. Federal Title IV Financial Aid: The federal student aid programs authorized under Title IV of the Higher Education Act (HEA) of 1965, as amended. The programs include federal grants, loans and work-study programs.

4. First Day Access: A course content solution where students are given access to digital course material on day one of classes through their institutions Learning Management Solution.

5. Home University: The institution where the student plans to receive services or is pursuing a degree or program of study.

6. Non-Standard Term or Semester: The summer term and all other academic calendar types with begin and/or end dates that are different from the officially adopted Fall and Spring academic terms.

7. Standard Term or Semester: The officially adopted Fall and Spring academic terms.

8. Transcript: A copy of the student’s permanent academic record.

C. POLICY

1. Students may be entitled to financial refunds based on the status of their registration cancellation or the reason for the withdrawal. The following explain the various situations and the circumstances under which a student will be withdrawn or have their registration cancelled.

A. Cancelled Registration

A student’s registration should be canceled if:
• 1) A Regental university erroneously registered the student.

• 2) The Regental university(s) in which the student is early registered is notified, by the student, prior to the first day of classes for the term that the student shall not be attending the university(s) or

• 3) A Regental university terminates a student’s enrollment in a particular course for a student’s failure to meet prerequisites, or because of low enrollments, or because the university cancels a class; or

• 4) The student has not made payment or arrangements for payment and has not attended a class, or classes, as determined by the institution in collaboration with the faculty.

• 5) Cancellation, by the Home University, for nonpayment will occur no earlier than the day after census date of the standard term and the Home University will complete student cancellations no later than the census extract freeze date.

• 6) Students who have not paid in full and were not cancelled by the census date extract freeze date will have the appropriate restriction entered on Colleague by the Home University reflecting the “arrangement to pay”.

• 7) When a student’s enrollment is cancelled, no tuition or fees are due to the Regental system and no entry will be made on the student’s academic transcript.

B. Student Initiated Withdraw

A student is considered withdrawn during a term if classes have begun and:

• 1) The student has registered for at least one course and the student has initiated withdrawal from all -campus state support and -campus self support courses at all Regental universities in which the student was actively enrolled at the time of withdrawal, including courses in progress as well as those that have not yet begun,

• 2) Students enrolled in two or more Regental universities pursuant to financial aid consortia will be eligible for refunds as set forth herein only if they withdraw, drop out or are expelled from all classes at all Regental universities for which they have enrolled.

C. University Withdrawal for Non-Payment or Failure to Make Arrangements to Pay

A student should be administratively withdrawn during a term if classes have begun and:

• 1) The student has not made a payment, or made arrangements for payment by the deadline, and has attended a class, or classes, as determined by the institution in collaboration with the faculty.

1) Administrative Withdrawal by the Home University will occur no earlier than the day after census date of the standard term and the Home University will complete administrative withdrawals by the end of the extract freeze date for the term.

2) The date of administrative withdrawal will be the last date of academic activity as determined by the institution in collaboration with faculty.
3) The student will owe the Regental System for tuition and fees assessed as of the date of the Administrative Withdrawal.

5) A Withdrawn/Date entry will be recorded on the student’s academic transcript.

6) Students who have not paid in full and were not administratively withdrawn prior to the extract freeze date of the term will have the appropriate restriction entered on Colleague the student information system by the Home University reflecting the “arrangement to pay”.

D. Withdrawn Status (Administrative Withdrawal for Other Reasons)

A student has the status of “withdrawn” when the Home University has completed withdrawal procedures for administrative reasons, other than nonpayment, including, without limitation, disciplinary sanctions.

E. Dropped Course

A course is considered dropped when a student terminates enrollment in a state-support or self-support course. The student may continue to be actively enrolled in at least one additional course at a Regental university.

F. Standard Term

The officially adopted Fall and Spring academic terms.

G. Non-Standard Term

The summer term, correspondence courses, and all other academic calendar types with begin and/or end dates that are different from the officially adopted Fall and Spring academic terms.

2. Transcripts

If a student’s registration is cancelled, there shall be no permanent transcript record for the semester. If a student initiates withdrawal as stated in 1.B. above, or the Home University has completed withdrawal procedures for administrative reasons as stated in 1.C above, the statement “Withdrawn”, a withdrawal date, and “W” grades will be entered on the Transcript. See also policy 2:6.

A student who is required to withdraw from the term or from a course after the final withdrawal date (see policy 2:6.8) due to illness or extenuating circumstances may petition the Vice President for Academic Affairs of the student’s Home University for an exception to the final withdrawal date. If approved, the student’s withdrawal is processed and the final withdrawal date of the term is used as the official date of the student’s withdrawal.

3. Re-admission Following Withdrawal

A student may be re-admitted by permission of the Vice President for Academic Affairs in the same semester after a withdrawal if the student has paid the appropriate tuition and fees.

14. Refunds of Tuition and Fees
1.1. A. Refunds for Dropped Course

1.1.1 A student receives a 100 percent refund of tuition and per credit hour fees for dropped courses within the drop/add period. **No refund shall be provided for courses dropped after that time by other than administrative action.**

1.1.2 The drop/add period for standard and non-standard courses offered in a semester shall be the date the first 10 percent of the term ends or the day following the first class meeting, whichever is later. When calculating 10% of the term, breaks of five or more days are not included when counting the total number of days but Saturdays, Sundays and holidays are. When calculating ten percent of the term, all days of the term are to be counted with the exception of breaks of five or more consecutive days.

1.1.3 Any course meeting during a standard semester which meets for less time than the standard semester shall be treated as a non-standard semester course for refund purposes. **No refund shall be provided for courses dropped after that time by other than administrative action.** Courses offered during summer school term, correspondence courses, asynchronous internet courses, and all other academic calendar type courses with begin and/or end dates that are different from the officially adopted Fall and Spring terms are considered non-standard courses. Refer to BOR Policy 2:6.

1.2. B. Withdrawal from the Regental System

Students who withdraw or are administratively withdrawn, suspended or expelled from the Regental system within the drop/add period receive a 100 percent refund of tuition and per credit hour fees. Students who withdraw or are administratively withdrawn, suspended, or expelled from the Regental system after the date the first 10 percent of the term ends for the period of enrollment for which they are assessed may be entitled to a refund as set forth herein.

25. Calculating Refunds

A. 2.1. Students Receiving Federal Title IV Financial Aid

Students who received Federal Title IV student financial aid may receive a refund of tuition and fees and institutional charges if they withdraw from the Regental system during the first 60 percent of the term. The **home university** university offering the **section** would retain that portion of the tuition, fees, and institutional charges presumed to cover costs it incurred during the time that the student remained enrolled in the Regental system. Thus, for example, a student who withdrew from the Regental system after completing 45 percent of a semester would be entitled to a refund equal to 55 percent of the tuition, fees and institutional charges.

Students who withdraw after 60 percent of the term has been completed receive no refunds.

The intent of Section 2.15-A, Students Receiving Federal Title IV Financial Aid, is for implementing the Higher Education Act of 1965, as amended.
B.2.2. The Date of Withdrawal is Determined to be the Date on which

The date of withdrawal is determined to be the date on which:

1) a student provides notification of his or her intent to withdraw to the Home University’s designated office for processing withdrawals;

2) the designated office for processing withdrawals becomes aware that the student ceased attendance;

3) the designated office for processing withdrawals becomes aware that the student ceased attendance without providing written notification to the Home University because of illness, grievous personal loss, other such circumstances beyond the student’s control, the date on which the Home University determines is related to that circumstance;

4) the earlier date on which the student does not return from an approved leave of absence or the date the student notifies the Home University that he or she will not be returning to the institution;

5) the date the student fails to meet the terms of a repayment agreement while maintaining his or her eligibility for Title IV funds;

6) the date on which a student begins an academic leave of absence; or

7) the date for a student who withdraws from the Regental system after rescinding an intent to withdraw is the date that the student first provided notification to the Home University’s designated office for processing withdrawals or began the withdrawal process, unless the Home University chooses to document a last date of attendance at an academically related activity.

C. Leave of Absences

For purposes of determining the date of withdrawal, approved leaves of absences include any written permission by the Home University’s Vice President for Academic Affairs, or that person’s designee, of a request to be absent from the Regental system and to discontinue class attendance. Permission may be given for approved leaves of absence or for academic leaves of absence. Approved leaves of absence may not exceed 180 days in any twelve-month period, though a leave extension of thirty days may be granted upon receipt of written request.
Approved leaves of absence may only be granted where circumstances beyond the student’s control interfere with their ability to pursue their studies. Such circumstances include the student’s disabling conditions or severe illnesses, the death, disability or severe illness of an immediate family member if that causes the student’s severe financial or mental hardship, jury duty or military duty, or other extenuating circumstances beyond the student’s control.

Academic leaves of absence may be granted on such terms and conditions as the Home University may establish for academic reasons. Each Regental university will inform students about the possibility of obtaining approved and academic leaves of absence and will notify students about the process for submitting all necessary forms and documentation.

2.3. Students Who Receive a Refund

Students who receive a refund may be required to repay the appropriate Title IV aid program from which they received assistance for any sums that have not been retained by the Home University for services rendered or that will no longer be required to support other on-going expenses for attending the Regental system. Specific information about possible repayment obligations may be obtained through the financial aid offices at each Regental university. Payment options are available through the business office.

2.4. Students Who Do Not Receive Federal Title IV Financial Aid

Students who do not receive federal Title IV student financial aid and who withdraw from the Regental system may be entitled to a refund of tuition and fees and institutional charges calculated through 60 percent of an enrollment period. The refund shall be determined by computing the percentage of an enrollment period remaining after the date of withdrawal times the tuition and fees and institutional fees originally assessed the student. Dates of withdrawal will be determined in the same manner as is done for students receiving Title IV federal financial aid. At no time will refunds be awarded after the 60 percent point of the enrollment period.

2.5. Cancelled Registration

If a student’s registration is cancelled, no tuition and fee payment is due. If payments have been made, a student is eligible for a full refund.

2.6. Extensions and Waivers

The president of the Home University, or a designee, may extend the time periods in sections A2.1 through 2.4D inclusive above, or waive sections 2.1A through 2.4D inclusive above, in the following circumstances:

1) the death of the student;
2) the student’s disabling condition or severe illness;
3) the death, disability, or severe illness of an immediate family member causing severe financial hardship to the student; or,
4) other extenuating circumstances beyond the student’s control.
36. Refunds of Residence Hall, Food Service Fees, First Day Access Charges, and Parking Permit

3.1. A. Residence Hall Fees

Students with a room contract who withdraw from the Regental system will receive a proportional refund at the time of withdrawal up to the 60 percent point after which no refund is available.

3.2. B. Food Service Fees

Students with a food service contract who withdraw from the Regental system will receive a proportional refund of their food service plan and 100 percent of the unused flex dollars at the time of withdrawal up to the 60 percent point, after which no refund is available. The balance of flex plan dollars will be refunded at 100 percent.

3.3. First Day Access Charges

Refunds for First Day Access charges arising from a dropped course or withdrawal from the Regental system will be treated the same as refunds of tuition and fees in Section 1. Refunds of Tuition and Fees. Access to the First Day content will be removed upon a student’s drop date or date of withdrawal.

3.4. Parking Permit

A student holding a valid parking permit for fall and spring semesters may receive a refund after the completion of the fall semester provided the student withdraws from the university and returns the actual permit or terminates the virtual permit prior to the beginning of the second semester.

7. 4. Military Service - Withdrawal Without Penalty

A. 4.1. Refund of Tuition and Fees

Students required to withdraw from the Regental system before completing a semester may receive credit or refund privileges if:

- they are regularly enrolled and belong to a military unit called for duty,
- they are drafted and not eligible for deferment, and
- the discontinuance of class attendance is on the last practicable day before reporting for duty as determined by the student’s university. Eligible students who are required to report for military duty not earlier than four (4) calendar weeks prior to the date a semester ends as stated in the official catalog of the university, or after completion of at least seventy-five percent (75%) of the enrollment period in a non-standard semester course, may, when
authorized by the instructor, be given full credit for all courses for which they have an average of “C” or better.

4.1.1 Eligible students who receive credit, or an incomplete, in progress, or normal progress grade for any course for which they are enrolled shall not be entitled to any refund of tuition or fees paid.

4.1.2 Eligible students who do not receive an incomplete, in progress, or normal progress grade or credit for a course in which they are enrolled shall be entitled to a full refund of tuition and academic fees.

4.1.3 The following table determines the eligibility for a grade or refund.

<table>
<thead>
<tr>
<th>Options for Final Grades and Refunds</th>
<th>WEEKS REMAINING IN STANDARD SEMESTER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>More than 4 Weeks</td>
</tr>
<tr>
<td>Course Grade</td>
<td>Refund</td>
</tr>
<tr>
<td>A</td>
<td>Refund</td>
</tr>
<tr>
<td>B</td>
<td>Refund</td>
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<tr>
<td>C</td>
<td>Refund</td>
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<td>Refund</td>
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<tr>
<td>U</td>
<td>Refund</td>
</tr>
<tr>
<td>I, IP, NP</td>
<td>Refund</td>
</tr>
</tbody>
</table>

NOTE: Course Grade is as determined by the instructor, either the grade to date or the final grade earned to date.

4.2. Refunds for Room and Board

Refunds for room and board shall be pro-rata refunds for the entire semester. Board flex plans will be refunded at 100% of the unused value.

4.3. Refunds for Books

Refunds for books for military personnel called up for active duty is as follows:

1) New books with no markings or writing – 100% of purchase price
2) New books with highlighting or writing – 75% of purchase price
3) Books purchased used – 100% of used price

Books must be returned within the semester. Normal campus refund policies apply to books that are not returned prior to the end of the semester.
FORMS / APPENDICES

None

SOURCE:

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 6 – O
DATE: December 4-6, 2018

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SUBJECT
New BOR Policy 2:4:1 – Registrations, Cancellations, and Withdrawals (First Reading)

CONTROLLING STATUTE, RULE, OR POLICY
BOR Policy 5:7 – Refunds

BACKGROUND / DISCUSSION
BOR Policy 2:4:1 – Registrations, Cancellations, and Withdrawals is a new policy in itself. The substantive change splits the sections from Policy 5:7 – Refunds and places the sections in BOR Policy 2:4 - Academic Affairs: Registration. There are no substantive changes.

IMPACT AND RECOMMENDATIONS
The Business Affairs Council (BAC), the Academic Affairs Council (AAC), and the Council of Presidents and Superintendents (COPS) support the changes. Board office staff recommend approval.

ATTACHMENTS
Attachment I – New BOR Policy 2:4:1 – Registrations, Cancellations, and Withdrawals

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DRAFT MOTION 20181204_6-O:
I move to approve the first reading of the new BOR Policy 2:4:1 – Registrations, Cancellations, and Withdrawals as shown in Attachment I.
SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Registrations, Cancellations, and Withdrawals

NUMBER: 2:4:1

A. PURPOSE
To establish consistent guidelines of handling registrations, cancelations, and withdrawals.

B. DEFINITIONS
1. Dropped Course: An on-campus or off-campus course for which a student terminated enrollment while remaining actively enrolled in at least one additional course at a Regental university.

2. Home University: The institution where the student plans to receive services and pursue a degree or program of study.

3. Non-Standard Term: The summer term and all other academic calendar types with begin and/or end dates that are different from the officially adopted fall and spring academic terms.


5. Transcript: A copy of the student’s permanent academic record.

C. POLICY
1. Cancelled Registration
When a student’s enrollment is cancelled, no tuition or fees are due to the Regental system and no entry will be made on the student’s academic transcript.

1.1. A student’s registration should be canceled if:

   - A Regental university erroneously registered the student;

   - The Regental university(s) in which the student is early registered is notified, by the student, prior to the first day of classes for the term that the student shall not be attending the university(s); or

   - A Regental university terminates a student’s enrollment in a particular course for a student’s failure to meet prerequisites, or because of low enrollments, or because the university cancels a class; or

   - The student has not made payment or arrangements for payment and has not attended a class, or classes, as determined by the institution in collaboration with the faculty.
1.2. Cancellation of registration by the Home University, for nonpayment will occur no earlier than the day after census date of the standard term and the Home University will complete student cancellations no later than the census extract freeze date.

1.3. Students who have not paid in full and were not cancelled by the census date extract freeze date will have the appropriate restriction entered on Colleague by the Home University reflecting the “arrangement to pay”.

2. **Withdrawals**

Students who withdraw or are administratively withdrawn, suspended or expelled from the Regental system within the drop/add period receive a 100 percent refund of tuition and per credit hour fees. Students who withdraw or are administratively withdrawn, suspended or expelled from the Regental system after the date the first 10 percent of the term ends for the period of enrollment for which they are assessed may be entitled to a refund per BOR Policy 5:7.

2.1. Student Initiated Withdrawal

A student is considered withdrawn during a term if classes have begun and the student has initiated withdrawal from all on-campus and off-campus courses at all Regental universities in which the student was actively enrolled at the time of withdrawal, including courses in progress as well as those that have not yet begun.

2.2. University Initiated Withdrawal

A student has the status of “withdrawn” when the Home University has completed withdrawal procedures for administrative reasons, including expulsion or suspension, nonpayment or other disciplinary sanctions.

2.3. Withdrawal Procedures for Non-Payment

2.3.1. A student should be administratively withdrawn during a term if classes have begun and the student has not made a payment, or made arrangements for payment by the deadline, and has attended a class, or classes, as determined by the institution in collaboration with the faculty.

2.3.2. Administrative Withdrawal by the Home University will occur no earlier than the day after census date of the standard term and the Home University will complete administrative withdrawals by the end of the extract freeze date for the term.

   Students who have not paid in full and were not administratively withdrawn prior to extract freeze date of the term will have the appropriate restriction entered on the student information system by the Home University reflecting the “arrangement to pay”.

2.3.3. The date of administrative withdrawal will be the last date of academic activity as determined by the institution in collaboration with faculty.

2.3.4. The student may owe the Regental System for tuition and fees assessed as of the date of the Administrative Withdrawal or may be entitled to a refund per BOR Policy 5:7.
2.3.5. A Withdrew/Date entry will be recorded on the student’s academic transcript.

3. Transcripts

3.1. If a student’s registration is cancelled, there shall be no permanent transcript record for the semester.

3.2. If a student initiates withdrawal or the Home University has completed withdrawal procedures for administrative reasons, the statement “Withdrew”, a withdrawal date, and “W” grades will be entered on the transcript.

3.3. A student who is required to withdraw from the term or from a course after the final withdrawal date due to illness or extenuating circumstances may petition the Vice President for Academic Affairs of the student’s Home University for an exception to the final withdrawal date. If approved, the student’s withdrawal is processed and the final withdrawal date of the term is used as the official date of the student’s withdrawal.

4. Re-admission Following Withdrawal

4.1. A student may be re-admitted in the same semester after a withdrawal for non-payment if the student has paid the appropriate tuition and fees or makes payment arrangements.

4.2. A student may be re-admitted in the same semester after an administrative withdrawal provided permission has been granted by the Vice President for Academic Affairs of the institution that administratively withdrew the student.

5. Leave of Absences

Approved leaves of absence may only be granted where circumstances beyond the student’s control interfere with their ability to pursue their studies. Such circumstances include the student’s disabling conditions or severe illnesses, the death, disability or severe illness of an immediate family member if that causes the student severe financial or mental hardship, jury duty or military duty, or other extenuating circumstances beyond the student’s control.

5.1. For purposes of determining the date of withdrawal, approved leaves of absences include any written permission by the Home University’s Vice President for Academic Affairs, or that person’s designee, of a request to be absent from the Regental system and to discontinue class attendance. Permission may be given for approved leaves of absence or for academic leaves of absence. Approved leaves of absence may not exceed 180 days in any twelve-month period, though a leave extension of thirty days may be granted upon receipt of written request.

5.2. Academic leaves of absence may be granted on such terms and conditions as the Home University may establish for academic reasons. Each Regental university will inform students about the possibility of obtaining approved and academic leaves of absence and will notify students about the process for submitting all necessary forms and documentation.

6. Military Service - Withdrawal Without Penalty
6.1. Students required to withdraw from the Regental system before completing a semester may receive credit or refund privileges if:

- they are regularly enrolled and belong to a military unit called for duty, or
- they are drafted and not eligible for deferment and the discontinuance of class attendance is on the last practicable day before reporting for duty as determined by the student’s Home University.

6.2. Eligible students may, when authorized by the instructor, be given full credit for all courses for which they have an average of “C” or better, if

- they are required to report for military duty not earlier than four (4) calendar weeks prior to the date a semester ends, as stated in the official catalog of the Home University, or
- they have completed at least seventy-five percent (75%) of the enrollment period in a non-standard semester course.

FORMS / APPENDICES:
None

SOURCE:
BOR ___________________
SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 6 – P
DATE: December 4-6, 2018

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SUBJECT
BOR Policy 6:1 – Facilities Planning Revisions (First Reading)

CONTROLLING STATUTE, RULE, OR POLICY
SDCL 5-14-3 – Preparations of Plans and Specifications for Capital Improvements

BACKGROUND / DISCUSSION
In an attempt to transition the BOR policies into the new format, BOR Policy 6:1 has been updated to include the purpose of the policy, definitions, and put in the new format. The policy revisions were reviewed by the Business Affairs Council and the Council of Presidents and Superintendents in October 2018.

The section on land acquisition plans was removed as it is addressed in BOR Policy 6:2 – Acquisition and Disposal of Real Property.

IMPACT AND RECOMMENDATIONS
This policy is being updated to reflect current requirements.

ATTACHMENTS
Attachment I – BOR Policy 6:1 – Facilities Planning

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DRAFT MOTION 20181204_6-P:
I move to approve the first reading of BOR Policy 6:1 – Facilities Planning revisions as shown in Attachment I.
SUBJECT: Facilities Planning

NUMBER: 6:1

A. PURPOSE

To require appropriate planning in regards to capital projects, infrastructure, and maintenance and repair.

B. DEFINITIONS

1. Capital Projects: Any repair, rebuilding, renovation, alteration or construction project that has a cost of $1.5M or more. (SDCL 5-14-3).

C. POLICY

1. Physical Plant and Facilities Long Range Planning

   1.1. Long range planning shall include, but not be limited to, capital improvements, major renovations (building program changes), maintenance and repair of buildings and infrastructure, and campus beautification (landscape and trees).

   1.2. The universities will be asked to prepare a 10-year capital plan each year as part of the annual budget request. The plan will include the justification for any proposed capital projects, the year planned and the fund sources that will be requested to fund the facility. The source of the maintenance and repair for any facility must be identified and included in the planning document.

   1.3. The universities will be asked to prepare a 10-year maintenance and repair plan each year as part of the annual budget request that will identify all maintenance projects needed over that timeframe. The purpose is to identify the need and not simply a plan that matches available dollars.

   1.4. Master Planning should be done to support capital investments in academic, athletic, and auxiliary facilities. The plans should include history of enrollments and details about enrollment projections; impact on maintenance and repair and funding sources for any new space; space utilization history and projections; local market comparisons if appropriate; detailed justification of need for the space tied to academic mission and program offerings; related demolition plans; projected costs and funding sources; overall vision and rationale for new spaces.

   1.5. Long range plans should discuss effects of proposed projects on institutional infrastructure and resources and should address items such as pedestrian and motor
vehicle traffic patterns, emergency access and evacuation routes, delivery areas and routes, utilities and electronic communications networks and other related infrastructure elements. Where capital improvements or major renovations are incorporated into such plans, the plans should outline measures adopted to enhance operation and program functions, to minimize energy consumption and to facilitate maintenance activities.

2. Land Acquisition Plans

The institutions should also have long-term plans for Where long range plans developed under 6:1(1) require the acquisition of land related to the expansion of the campus as identified in Master Plan documents., planning documents shall include land acquisition plans. Land acquisition plans shall include the following elements:

A. A discussion of the need for the acquisition of additional real property in order to achieve the objectives set forth in the long range plan;

B. Identification of property to be acquired and an explanation of the basis for selecting that property to achieve the objectives set forth in the long range plan;

C. Proposed funding sources; and

D. Alternative acquisition plans to take effect in the event that the primary plan cannot be implemented, for financial reasons, because certain tracts fail to pass the environmental audit or for any other reason.

1. Alternative plans should address the disposition that shall be made of tracts that have been acquired in the event that it becomes impossible to acquire all tracts sought.

FORMS / APPENDICES:

None

SOURCE:

BOR, June 1991; BOR, April 1992; ________________.
DRAFT MOTION 20181204_6-Q:

I move to approve the first reading of BOR Policy 6:2 – Acquisition of Real Property as shown in Attachment I.
SUBJECT: Acquisition and Disposal of Real Property

NUMBER: 6:2

A. PURPOSE

To document the planning and acquisition steps involved with acquiring real property.

B. DEFINITIONS

1. Real Property: Land all structures, improvements or fixtures affixed to the land.

C. POLICY

1. Land Acquisition Plans

Where long range plans developed under BOR Policy 6:1 require expansion of the campus, planning documents shall include land acquisition plans. Land acquisition plans shall include the following elements:

   • A—A discussion of the need for the acquisition of additional real property in order to achieve the objective set forth in the long range plan;
   • B—Identification of property to be acquired and an explanation of the basis for selecting that property to achieve the objectives set forth in the long range plan;
   • C—Proposed funding sources; and
   • D—Alternative acquisition plans to take effect in the event that the primary plan cannot be implemented, for financial reasons, because certain tracts fail to pass the environmental audit, or for any other reason.

   • 4.—Alternative plans should address the disposition that shall be made of tracts that have been acquired in the event that it becomes impossible to acquire all the tracts sought.

2. Land Acquisition and Conveyance

The Board’s powers to acquire and convey interests in real property vary depending upon the circumstances in which the transactions arise. No proposal may be brought to the Board for its consideration until the General Counsel has certified that the proposed transaction conforms to the legal limitations on the Board’s authority.

3. Supporting Documentation for Land Acquisition
All proposals brought to the Board for its consideration must be accompanied by the following background documentation:

- **A.** The certificate of the General Counsel that the proposed structure for the transaction conforms to the legal limitations on the Board’s authority;

- **B.** A statement of the business rationale for the acquisition referencing the land acquisition plan set forth in BOR Policy 6:2(1) and identifying any additional actions or expenditures that shall be needed to make use of the property;

- **C.** A report from an independent appraiser stating a fair market price for the property;

- **D.** An environmental audit report, including any action plan required to abate identified environmental hazards; and

- **E.** A financial plan and acquisition budget addressing (a) the land price, (b) incidental expenses and (c) costs for related improvements or services needed to make the property serviceable.

These materials may be presented to the Board in executive session pending completion of negotiations for an acquisition, but shall become public records once the acquisition is complete.

### 4. Supporting Documentation for Conveyance of Interests in Real Property

All proposals brought to the Board for its consideration must be accompanied by the following background documentation:

- **A.** The certificate of the General Counsel that the proposed structure for the transaction conforms to the legal limitations on the Board’s authority.

- **B.** A statement of the business rationale for the transaction, including a discussion of the effects of the conveyance on current operations and on plans made pursuant to BOR Policies 6:1 and 6:2(1);

- **C.** A report from an independent appraiser stating the fair market value of the interest to be conveyed;

- **D.** For transactions conveying title or control of Board property, except conveyance or highway purposes, an environmental audit report, including any action plan required to remove Board liability for identified environmental hazards; and

- **E.** A financial plan identifying costs associated with the transaction, funding sources and disposition of the proceeds.

These materials may be presented to the Board in executive session pending completion of negotiations for a conveyance, but shall become public records once the acquisition is complete.

### 5. Gifts of Real Property

In addition to the documentation required under BOR Policy number 6:2(3) and 6:2(4), before a gift of real property may be accepted, the following external review procedures must be completed:
A. Any real property given to the state shall require the Bureau of Finance and Management to prepare a fiscal note showing the cost to state government.

B. Any gift of real property in which the cost to state government exceeds one thousand dollars in any one year requires legislative approval.

C. Gifts of real property may not be accepted until the attorney general certifies that they are free from obligations.

- Gifts of real property cannot be accepted, received or administered without approval of the Legislature.
- The Board of Regents may accept gifts of real property from the federal government provided that the acceptance of such gift is approved by the Governor.

**FORMS / APPENDICES:**

None

**SOURCE:**

SDCL 13-52-1, 13-52-2, 13-52-3; BOR, September 1991; BOR, June 1992;
SUBJECT
New BOR Policy 7:7 – Personally Identifiable Information (First Reading)

CONTROLLING STATUTE, RULE, OR POLICY
- Gramm-Leach-Bliley Act (GLBA)
- Health Insurance Portability and Accountability Act (HIPAA)
- Family Educational Rights and Privacy Act (FERPA)

BACKGROUND / DISCUSSION
Protecting student and employee data is of utmost importance to the universities and the Board of Regents. In December 2017, the Board approved BOR Policy 5:14 – Protection of Social Security Numbers as an initial step to protect data. BOR Policy 7:7 – Personally Identifiable Information is a broader policy that addresses not only Social Security Numbers (SSNs) but also the use, handling and storage of any personally identifiable information including names, birth dates, financial account information, driver’s licenses, education records, photos, etc. as defined in the policy.

This policy has been reviewed by legal counsel, the Business Affairs Council (BAC), the Academic Affairs Council (AAC), Human Resources, and the Council of Presidents and Superintendents (COPS).

IMPACT AND RECOMMENDATIONS
Protecting personal information has become paramount in this age of cyber scams, attacks and breaches. This policy addresses the necessary use and protection of all personally identifiable information that must be handled with care.

ATTACHMENTS
Attachment I – BOR Policy 7:7 – Personally Identifiable Information

DRAFT MOTION 20181204_6-R:
I move to approve the first reading of the new BOR Policy 7:7 – Personally Identifiable Information as shown in Attachment I.
A. PURPOSE
To ensure members of the university community employ reasonable and appropriate administrative, technical, and physical safeguards to protect the integrity, confidentiality, and security of all personally identifiable information (PII), irrespective of its source or ownership or the medium used to store it. All individuals who review, have access to, dispense, receive, or store personally identifiable information have responsibilities to safeguard it.

B. DEFINITIONS
1. Data Trustee: These are university or school officials who have oversight, planning and policy-making responsibilities within their respective areas of university operations.

2. Data Steward: A Data Steward establishes procedures for handling PII in accordance with this policy. The Data Steward is authorized to grant, modify, and revoke access privileges for PII within their purview as assigned by the Data Trustee.

3. Data Custodian: Any person that collects, handles, or utilizes data classified as personally identifiable information by the university or school including employees, volunteers, students, vendors, contractors, auditors, or a person or organization acting as an official agent of the institution and performing a business function or service on behalf of the institution.

4. Minimum Necessary: This is the standard of collecting and utilizing the least amount of information and to have the fewest number of people required to satisfactorily perform a particular function accessing the data.

5. Personally Identifiable Information (PII): Personally identifiable information includes information that can be used to distinguish or trace an individual’s identity or, when combined with other personal or identifying information, is linked or linkable to a specific individual. PII includes the following specific information, but is not limited to these items:
   - Name (used in conjunction with other elements below)
   - Social security numbers (SSN)
   - Financial account information as governed by Gramm-Leach-Bliley Act (GLBA) –Nonpublic Personal Information that is collected by the university or school about an individual in connection with providing financial services including credit card
information, bank account information, debit card numbers, and account payment information

- Cardholder data as governed by the Payment Card Industry requires that the primary account number when stored, processed, or transmitted with the cardholder’s name, service code, and/or expiration date be protected in accordance with applicable Data Security Standards
- Driver’s license or other government-issued identification numbers
- Protected health information as defined by the Health Insurance Portability and Accountability Act (HIPAA) is information, including demographic information data, that relates to the individual’s past, present, or future physical or mental health or condition, data related to the provision of health care to individuals, or any record tied to the payment of healthcare services.
- Student education records as defined by Family Educational Rights and Privacy Act (FERPA) – All records maintained by the institution that directly relate to a current or former student. Student records include written, electronic, video, audio and photos.
- Non-public pictures
- Date and place of birth
- Mother’s maiden name

C. POLICY

1. Use of Personally Identifiable Information
   1.1. PII may be utilized or shared only on a minimum necessary basis and only to those individuals who are authorized to use such information as part of their official university duties, subject to the following requirements:
      - The PII released is narrowly tailored to a specific business requirement;
      - The information is appropriately safeguarded and used only for the specific official university business purpose for which authorization was obtained;
      - The PII is not further disclosed or provided to others without proper authorization by the appropriate data trustee.

2. Handling of Personally Identifiable Information
   2.1. Personally identifiable information shall be collected, stored, transmitted and disposed of using the following guidelines. Each organizational unit of the university is responsible for ensuring that personally identifiable information with their unit is:
      2.1.1. Collected only as necessary in conjunction with academic and business needs as determined by data trustees;
2.1.2. Restricted in its distribution and accessibility as is consistent with good internal control practices, where employees with access to information being trained and informed of applicable restrictions;

2.1.3. Properly secured by the use of such safeguards as secured file storage and rooms, encryption, security controlled access, and other appropriate technology tools;

2.1.4. Disposed of through approved secure means such as shredding and erasing hard drives.

2.2. PII shall be shared internally only on a need-to-know basis and externally only consistent with law, business and educational necessity with adequate protections. PII provided to third parties must be under the strict guidance that the information be kept secure and used only for a specific official authorized business purpose and shall be governed by written confidentiality agreements signed by both parties including provision to be destroyed via approved methods upon termination of agreements.

3. Responsibility for Sensitive and Confidential Information

3.1. Data trustees are responsible for administering the PII policy and providing necessary training to their staff. Further, data trustees are required to have an auditing plan to insure compliance and to modify or revoke privileges and to report violations when they are identified.

3.2. Custodians of personally identifiable information shall strive to minimize the collection, use and release of personally identifiable information regardless of its source or medium to the minimum necessary required to complete a particular transaction or to fulfill a particular purpose.

3.3. Responsibility to manage and oversee personally identifiable information is usually held at the highest level of oversight within each unit. Board of Regents or university counsel, the Registrar (student data), Human Resources (employee data), or the CIO shall be consulted when there is any doubt about the use, release, restrictions or laws governing PII.

3.4. Data stewards shall be identified and entrusted with the authority to grant, modify, and revoke access privileges as determined and authorized by data trustees.

3.5. Consistent with applicable state or federal law, university or board policy, custodians of personally identifiable information shall take reasonable and appropriate steps to limit access to and further use or transfer of information, and ensure the information is maintained in a form and manner that is appropriately secure in light of the nature and sensitivity of the information.

4. Violations of Policy

4.1. Violations of this policy resulting in the misuse of, unauthorized access to, or unauthorized disclosure or distribution of personally identifiable data may subject individuals to legal or disciplinary action, in accordance with the procedures applicable to the status of the individual, up to and including the termination of employment, student status, or contract with the university, or in the case of students, suspension or expulsion from the university.
4.2. Known or suspected violations of this policy should be reported to the data trustee, security officer, or the university CIO promptly. Upon receiving such notice, the data trustee will notify the university CIO. Upon determining and assessing the extent and significance of the violation, the university CIO shall appropriately escalate the violation to the appropriate personnel including the BOR CIO, human resource director, university and BOR legal counsel.

5. Photography Use

5.1. Photographs of students are considered directory information so long as they are used only for university purposes. Therefore, if a student has not requested that the university maintain the confidentiality of the student’s directory information, the university is not prohibited by FERPA from using and publishing photographs of the student, along with the student’s name, solely for university administrative and directory purposes.

5.2. Private photographs or videos of students cannot be used publicly without student’s permission.

5.2.1. A Photography Release shall be used with subjects, such as staff, faculty, and alumni, who are not covered by FERPA. The Photography Release shall also be used with students who are covered by FERPA, but who the university will be using for promoting in a significant way in either a print or electronic medium (for example, on the Internet or in slide shows or videos). The Photography Release will clarify the rights and responsibilities of both the student and the university.

5.3. General Campus and Event Photography – As a general rule, it is not necessary to obtain a release from any individual or group photographed in a public venue or while attending a public event.

FORMS/APPENDICES:

None

SOURCE:

BOR __________, 2018.
SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 6 – S
DATE: December 4-6, 2018

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SUBJECT
Transfer of Current ADRDL Buildings to the Animal Industry Board

CONTROLLING STATUTE, RULE, OR POLICY
SDCL 5-12-10 – Transfer of state property to authority.

BACKGROUND/DISCUSSION
The available funding for the new Animal Disease Research and Diagnostic Laboratory (ADR&DL) building is $61,442,000 ($2,600,000 from the Livestock Disease Emergency & Animal Remedy Funds; $1,167,000 from ADRDL cash balance; $1,575,000 from the Livestock Disease Research Fund; $50,100,000 from bond proceeds; $6,000,000 from SDSU/ADRDL cash). In order to meet the available funds, the new building footprint was refined and made more efficient, and the remodeling needs of the current buildings were prioritized and only the essential needs were retained. The bond funds of $50,100,000 were dedicated to cover costs related to the new building. The one-time funds were used to cover design costs of $2,742,000, leaving $8,600,000 for the renovation of the current buildings.

Today, the total cost for the new building is estimated at $47,289,696 including contingency funds and design costs, and the remodel cost of the current buildings is estimated at $6,243,126, including contingency funds and design costs. Remaining funds from the bond proceeds are estimated to be a minimum of at $2,810,304, and from the remodel funds is estimated to be a minimum of $2,356,874, for a total of at least $5,167,178 available to address elements previously taken out of the remodeling project plan.

Because the bond proceeds were originally isolated to the new building, the jurisdiction of the current buildings were not transferred to South Dakota Building Authority (SDBA). In order for any bond proceeds to be spent on the current buildings, the Board and the Governor would need to approve the transfer of the buildings. While this transfer is fairly

(Continued)

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DRAFT MOTION 20181204_6-S:
I move to transfer title of the current Animal Disease Research and Diagnostic Laboratory buildings built in 1968 and 1994 to the Animal Industry Board, with the provision that the assets are transferred back to Board of Regents upon satisfaction of the lease obligations related to the improvements. Further, I move authorization of legislation, if necessary, to accomplish the transfer.
routine, a secondary issue related to the holder of the debt and the title of the asset has proven more difficult to overcome.

Normally, the transfer of jurisdiction of an asset to SDBA and the related accounting is pretty straightforward; the bonds are issued to support a project and the asset and debt are part of the entities’ financial statements. This one is complicated by the fact that the BOR owns the current facilities and the Animal Industry Board owns the new building, and we are asking to use the bond proceeds on both buildings. The State is requiring that the asset be reflected alongside the debt on the Primary Government’s balance sheet and not on the Board’s Component Unit financial statement. It has been determined that the only way to accomplish this financial statement structure is to formally transfer title of the asset to AIB. AIB will then transfer jurisdiction to SDBA allowing the bond proceeds to be spent on the current building. Upon satisfaction of the debt, the title to all buildings would be transferred back to the Board.

IMPACT AND RECOMMENDATIONS
In order to utilize remaining bond proceeds on the current facilities, the asset must be transferred to AIB and then AIB will transfer jurisdiction to SDBA.

The transfer of the asset has an immaterial impact to the SDSU financial statements and their HLC ratios. The depreciated value of the asset on the financial statements today is $3.1 million with no associated debt. SDSU has also determined the loss of indirect overhead related to research conducted in the building is no more than $10,000 per year.

ATTACHMENTS
None
I move to approve the resolution of recognition for Dr. Paul D. Turman to recognize his service to South Dakota’s system of public higher education.
SPECIAL RESOLUTION

WHEREAS, Dr. Paul D. Turman served South Dakota for 16 years, first as a teaching assistant and instructor at South Dakota State University from 1994 to 1998, and later as the Board of Regents’ Director of Academic Assessment from 2006 to 2008, Associate Vice President for Academic Affairs from 2008 to 2012, System Vice President for Research and Economic Development from 2012 to 2014, and as the System Vice President for Academic Affairs from 2014 to 2018; and

WHEREAS, the incomparable Mary Turman, executive assistant to the Board for over three decades, mentored Dr. Turman resulting in his unmatched commitment to the South Dakota higher education system and work of the highest quality and integrity; and

WHEREAS, Dr. Turman directed numerous projects and initiatives benefitting the state through increased investment in research, approval of innovative degree programs, maintaining rigorous academic standards and assessments, and removing bureaucratic barriers to student success; and

WHEREAS, Dr. Turman established effective, mutually beneficial relationships on behalf of the Board of Regents with partners in K-12 education, technical education, private universities, state agencies, and the state legislature, as well as South Dakota’s public university faculty, staff, and administrators; and

WHEREAS, Dr. Turman provided leadership through his work with the Academic Affairs Council, the system’s provosts and academic vice presidents, providing a consistent vision for academic excellence, student success, avoidance of unnecessary duplication, and attainment of economy and efficiency in accordance with the Board of Regents’ strategic goals.

THEREFORE, BE IT RESOLVED, that the South Dakota Board of Regents, its staff, campus administrators, and faculty wish to recognize and express appreciation and sincere thanks to Dr. Paul Turman for his dedicated service to higher education in South Dakota; and

BE IT FURTHER RESOLVED, that Dr. Paul Turman be accorded special recognition for his outstanding service, and it is ordered that this Resolution be spread upon the minutes of this Board and that a copy thereof be forwarded to Dr. Turman.

Adopted this 6th day of December, 2018.

SOUTH DAKOTA BOARD OF REGENTS

____________________________________
Kevin V. Schieffer, President

____________________________________
John W. Bastian, Vice President

____________________________________
Jim Morgan, Secretary

Special Resolution Number 17-2018
The South Dakota Board of Regents adjourned its regular business meeting on December 6, 2018 and will meet again for its regular session on April 2-4, 2018 in Spearfish, South Dakota.

I, Dr. Paul Beran, Executive Director and CEO of the South Dakota Board of Regents, declare that the above is a true, complete and correct copy of the minutes of the Board of Regents meeting held on December 4-6, 2018.

Dr. Paul B. Beran
Executive Director & CEO
South Dakota Board of Regents