

## MEMORANDUM OF UNDERSTANDING

University of South Dakota/Southeast Technical College  
October 2020

The purpose of this Memorandum of Understanding (MOU) is to establish guidelines for a consortium agreement between the University of South Dakota (USD) and Southeast Technical College (STC). Both parties share a goal of developing and promoting a consortium agreement to deliver fully accredited transferable courses taught by University faculty at the USD Community College for Sioux Falls or USD online for Southeast Technical College students.

### 1. Scope

This agreement identifies the commitments of each party to develop and deliver courses taught by University faculty to the students at Southeast Technical College. The University of South Dakota is designated as the institution providing instruction under this MOU.

### 2. Responsibilities

#### 2.1 Authority

- 2.1.1 All current and applicable regental and University policies, guidelines and procedures apply to all course offerings and enrollment requirements.
- 2.1.2 University academic departments and/or approved faculty will determine the textbooks and course materials required for each course. The textbook information will be sent to Southeast Technical College. STC students can purchase the book through USD bookstore or through STC bookstore.
- 2.1.3 University of South Dakota accepts responsibility for providing appropriate facilities, equipment, and technology to deliver courses in a manner that meets University standards.

#### 2.2 Development and coordination of course offerings

- 2.2.1 CCSF staff will serve as the point of contact for communications between the University of South Dakota and Southeast Technical College regarding course offerings, instructor assignments, and schedule of classes.
- 2.2.2 Southeast Technical College will propose course offerings for each semester, with USD determining the final schedule of course offerings.
- 2.2.3 The University will build the courses as necessary.

#### 2.3 Scheduling and delivery of courses

- 2.3.1 The calendar and schedule for courses will align with the USD academic calendar for each semester.
- 2.3.2 Course schedules must meet University accreditation requirements in regard to total hours of class time for the semester, as outlined in SDBOR Policy [2:32](#), Definition and Assignment of Credit Hours.
- 2.3.3 All courses will be taught by University faculty.

## **2.4 Enrollment Management**

- 2.4.1** University of South Dakota will determine the minimum/maximum enrollment for each course and the number of course sections offered each semester with input from Southeast Technical College.
- 2.4.2** If the University is offering a course specifically for Southeast Technical College students only (i.e Physiology), the University must meet minimum enrollment to cover faculty costs. Courses taught specifically for Southeast Technical College will have a unique topic code identifier within the University data system allowing for enrollment tracking and management.

## **2.5 Tuition and course materials**

- 2.5.1** Applicable tuition rates are determined by regental and legislative requirements.
- 2.5.2** Technical College students will be responsible for the purchase of textbooks and materials required for each course determined by the faculty at the University of South Dakota.

## **2.6 Registration, advising, and administrative processes**

- 2.6.1** Course registration processes will follow regental system and University requirements and procedures, and University of South Dakota staff will process registrations and assist students as needed.
- 2.6.2** Southeast Technical College students will complete a University registration form allowing the University to enroll STC students into the USD course. Southeast Technical College students must have a 2.0 cumulative GPA out of a 4.0 scale to allow for registration.
- 2.6.3** All students enrolled in University of South Dakota courses will be assigned a CCSF advisor to manage all questions, issues, and concerns. CCSF advisors provide guidance to all students enrolled at the start of the course to ensure STC students are aware of how the course fits into University requirements while also satisfying requirements in STC programs. Instructors for USD courses will utilize their University's internal early alert system to inform Institutional advisors of any academic performance concerns. CCSF staff will coordinate with the appropriate University entities to provide deficiency reports and final grades to Southeast Technical College. Transcripts will be provided to Southeast Technical College at the completion of each course.

## **2.7 Faculty**

- 2.7.1** The University will determine, hire, and assign qualified faculty with respect to HLC guidelines and in partnership and recommendation from STC wherever possible.
- 2.7.2** Faculty will provide a course syllabus and guidance to all students enrolled at the start of the course. Any student questions regarding the course's programmatic fit will be sent to their assigned University advisor at CCSF.
- 2.7.3** Faculty will utilize the University designated learning management tool.
- 2.7.4** Student Opinion Surveys will be provided to all enrolled students near the end of term allowing for student feedback and for administration to evaluate the course and instruction per standard University process.

## **2.8 Additional Terms and Conditions**

- 2.8.1** Both parties agree to confer with each other on a yearly basis regarding any changes

in curricula.

- 2.8.2** This Agreement may be modified from time to time by the South Dakota Board of Regents and Southeast Technical College.
- 2.8.3** This Agreement may be terminated by either party upon one year's written notice to the other. Student(s) enrolled in a University course at that time shall be allowed to complete the course.
- 2.8.4** This agreement updated in 2020, is in effect upon signature of all parties.
- 2.8.5** As permitted in accordance with applicable law, and with respect to any claim or action arising out of the activities described or performed under this Agreement, the parties mutually agree that each will remain responsible for any and all liabilities, claims, damages, charges and expenses (collectively referred to as "liability") incurred by reason of the negligence or willful misconduct of its employees, governing board members, faculty, agents, or assigns arising from the activities under this Agreement; and that neither party shall by this Agreement transfer such liability to the other.
- 2.8.6** This MOU 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 or grant expenditure authority or 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.



Approved by:

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Robert Griggs, President  
Southeast Technical College

4/14/2021  
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Date

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Cynthia Mickelson, President  
Sioux Falls School District

4/14/2021  
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Date

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Sheila K Gestring, President  
University of South Dakota

4/14/2021  
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Date