

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 6 – C
DATE: December 11-12, 2024

SUBJECT

**NSU & Southeast Tech Co-Admission and Co-Enrollment Partnership
Memorandum of Understanding**

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 2.2.2.1](#) – Seamless Transfer of Credit
[BOR Policy 2.2.2.3](#) – External (Non-Regental System) Accredited University/College
Transfer of Credit

BACKGROUND / DISCUSSION

Northern State University (NSU) seeks approval to enter into a Co-Admission and Co-Enrollment Partnership Memorandum of Understanding (MOU) with Southeast Technical College (STC). The agreement seeks to expand access and cooperation to allow students to concurrently enroll at both NSU and STC.

The agreement would create collaborative systems to promote smooth transfer for students between institutions to optimize student success. Students will apply to STC and choose the option to be co-admitted to NSU. Those applications will be submitted to NSU. Students who are admitted to STC would be admitted to NSU, but would not be guaranteed admission to NSU programs with secondary admission requirements. Additionally, students who earn an Associate of Science (AS), Associate of Arts (AA), or Associate of General Studies (AGS) from NSU will have the option to be admitted to Associate of Applied Science (AAS) programs at STC.

IMPACT AND RECOMMENDATION

The agreement would take effect starting in the Fall 2025 semester. Board staff recommends approval.

ATTACHMENTS

Attachment I – NSU/STC Co-Admission and Co-Enrollment Partnership MOU

DRAFT MOTION 20241211_6-C:

I move to approve the Co-Admission and Co-Enrollment Partnership Memorandum of Understanding between Northern State University and Southeast Technical College in substantially similar form to that set forth in Attachment I.



**MEMORANDUM OF UNDERSTANDING
FOR THE
CO-ADMISSION AND CO-ENROLLMENT PARTNERSHIP**

This Memorandum of Understanding (“MOU”) effective this ____ day of _____, 2024, is entered into by and between Southeast Technical College, located at 2320 N. Career Avenue, Sioux Falls, South Dakota 57107 (“STC”) and Northern State University, located at 1200 S. Jay Street, Aberdeen, South Dakota 57401 (“NSU”). At times in this MOU, NSU and STC are collectively referred to herein as the “Parties,” and individually, as a “Party.”

WHEREAS, the South Dakota Board of Regents and the South Dakota Board of Technical Education have made substantial progress in creating multiple pathways for people to access higher education. Such progress includes increased attention on preparing high school students to pursue post-secondary education and a renewed focus on enhancing the educational infrastructure so working adults can more easily access higher education opportunities;

WHEREAS, the Parties, two robust, student-centered institutions, seek to expand these efforts and agree to cooperate to promote successful undergraduate education experiences for students who wish to concurrently attend both institutions;

WHEREAS, the Parties agree to establish a cooperative partnership, the Co-Admission and Co-Enrollment Partnership (hereinafter referred to as “the Partnership”). The Partnership enables students to be jointly admitted and enrolled at NSU and STC. The Partnership is designed to improve student access to undergraduate education, increase associate of applied science degree (“AAS”) attainment at STC, increase bachelor’s degree attainment at NSU, collaborate and create systems that enable and encourage Co-Admission and Co-Enrollment, and promote smooth transfer for students between institutions to optimize student success;

WHEREAS, students will gain an increase in curricular choices, and the Partnership offers opportunities for more effective and efficient use of faculty, facilities, and support services;

WHEREAS, the Parties are optimistic that success of this Partnership will expand opportunities for further program articulation and collaboration for students mutually served by the institutions.

NOW, THEREFORE, in consideration of the foregoing and of the mutual assurances set forth herein, the Parties agree as follows:

1. Implementation of the Partnership.

Students can enroll and take advantage of the Partnership beginning in the Fall 2025 academic semester.

2. Recruitment and Admission

2.1 Recruitment of degree-seeking students to the Partnership will be the responsibility of both institutions.

2.2 Students will apply to STC and choose Co-Admission to NSU. STC will deliver Co-Admission applications to NSU. Qualified students will be admitted to both institutions. Students are encouraged to select Co-Admission the first time they apply as a degree-seeking student. Degree-seeking STC students can choose to apply for Co-Admission to NSU at any point in their STC program.

2.3 Deadlines and requirements for Co-Admission are transparent and public on both institution's public facing websites. Co-Admission applies to admission to the institutions. Co-Admission to STC and NSU through the Partnership does not guarantee admission to NSU programs with secondary admission requirements. Students interested in programs with secondary admissions requirements at NSU (e.g. NSU BSN and NSU Education programs) must meet requirements, apply, and be admitted to those programs.

2.4 Students who graduate with an associate degree (Associate of Science, an Associate of Art, or an Associate of General Studies) from NSU with a GPA of 2.0 or higher and who indicate to NSU that they would like to earn an AAS at STC will have their names and additional data shared with STC and will receive automatic admission to STC programs. Both institutions will promote the Partnership to these students.

2.5 Students who apply to or register at STC will be informed of the Partnership with NSU and encouraged to participate. This will be accomplished through advisors, enrollment specialists, and other campus officials. Each Party will be responsible for training relevant personnel about the requirements of this program in order to provide adequate information to interested students. The Parties will collaborate on such training where practical.

2.6 Students who have earned an AAS at STC may take advantage of the seamless processes created through the Partnership and all articulation agreements between the institutions.

2.7 All educational records and/or personally identifiable information contemplated for exchange or disclosure pursuant to this MOU will be provided pursuant to the Family

Educational Rights and Privacy Act (“FERPA”) and applicable South Dakota Codified Laws (“SDCL”). Both parties will train their respective personnel responsible for the administration and implementation of this MOU on the applicable requirements of FERPA and SDCL.

Each student enrolled in the Partnership will be required, as a condition of application to the Partnership, to authorize joint access to their student records for both institutions, including but not limited to applications, data transcripts, advising records, and student demographic information. Each student enrolled in the Partnership will be required, as a condition of application for Co-Admission and Co-Enrollment, to complete a FERPA Release, authorizing joint access to their student records for both institutions.

2.8 Parties will be responsible for generating correspondence to acknowledge students' participation in the Partnership and outline the benefits associated with their participation.

2.9 Parties will designate a specific point-of-contact in their respective Admissions Office, Financial Aid Office, and Registrar’s Office to oversee and coordinate the process from enrollment to graduation for students participating in the Partnership.

3. Tuition, Fees, and Withdrawals

3.1 Tuition and fees will be assessed by the institution offering the course(s) in which a student enrolls and will be assessed at the resident or non-resident rates depending upon the residence classification of the student.

3.2 Withdrawals and refunds of charges shall be handled by the institution that received the tuition and fees in accordance with its rules and policies. Federal Return of Title IV Funds policies will be followed for any students receiving federal aid.

3.3 STC will collect tuition, fees, and any first day access charges for NSU courses that Co-Enrolled students take while the student’s Home Institution is STC. NSU will invoice STC for the tuition, fees, and any first day access charges, and STC will remit payment to NSU under the terms set in the invoice.

4. Program Articulation and Advising

4.1 The management of the Partnership and resulting articulation agreements between the Parties will be coordinated through the Academic Affairs offices at each institution. Articulation agreements for specific programs and majors will be developed by the chief academic officers or other designated academic officers at each institution.

4.2 Academic advising will be a shared responsibility with the involvement of advisors from the Parties. Each institution shall assign an advisor to work with students participating in the Partnership, and those advisors will maintain regular communication

concerning individual student course planning. Academic advisors and students are expected to familiarize themselves with the program and degree requirements at both institutions.

4.3 The Parties will jointly train academic advisors by providing opportunities to meet and discuss courses and curriculum on a regular basis, but not less than once per semester.

4.4 All advisors at STC and NSU will encourage students enrolled or eligible for the Partnership to complete an associate degree at STC.

4.5 STC will provide NSU with a space on the STC campus for the purpose of recruitment and ongoing advisement for students interested in NSU degrees. When in-person visits are not feasible, STC will assist in convening students in a room capable of receiving and delivering synchronous remote services.

4.6 NSU will provide STC with a space for its representative to visit with NSU students in the Partnership on the NSU campus. When in-person visits are not feasible, NSU will assist in convening students in a room capable of receiving and delivering synchronous remote services.

4.7 For the purposes of academic requirements and student services, students in the Partnership are regarded as equivalent in status to students who started their baccalaureate studies at NSU.

4.8 Problems relating to aspects of program articulation agreements, class content, chronology of content, or course scheduling will be resolved by the chief academic officers or their designee of each institution.

5. Registration and Student Records

5.1 Students participating in the Partnership will be eligible for registration and Co-Enrollment at both institutions. Drops, adds, and terminations will be processed according to the policies of the institution from which the student is taking the course.

5.2 Students will be responsible for meeting the satisfactory academic progress requirements at STC and NSU per each institution's published requirements in order to remain eligible to participate in the Partnership.

5.3 Student information will be shared between institutions pursuant to Paragraph 2.7 of this MOU. Co-admitted students will be coded and tracked in the student information systems of each institution. Each institution's registrar will be responsible for overseeing student data sharing and student records.

5.4 Student transcripts will be shared electronically and processed by institutional registrars at the end of each term.

5.5 NSU will notify STC of co-enrolled students who graduate with a bachelor's degree at least annually.

5.6 STC and NSU agree to abide by the limitations set forth in the Family Educational Rights and Privacy Act ("FERPA") and regulations 34 C.F.R. § 99.33 regarding the protection of educational data. Both parties acknowledge that this MOU allows access to educational data, and agree to hold that information in strict confidence.

6. Financial Aid and Scholarships

6.1 Students who are enrolled in classes at both institutions and receiving federal financial aid must work with the Financial Aid Offices at each institution. Eligibility and specific processes will depend upon how many credits a student takes at each institution.

6.2 Students will receive financial aid through their "Home School" as defined by a formal Institutional Financial Aid Consortium Agreement (the "Agreement") developed by the Financial Aid officers at each institution. The Agreement is attached to this MOU as "Exhibit A," and is hereby incorporated by reference.

6.3 The Parties will pursue the creation of joint scholarship opportunities for students participating in the Partnership.

7. Student Grievances and Conduct

7.1 Students must follow the students' rights and responsibilities policies as defined by each institution and will be provided with information and policies regarding each institutions' respective handbooks, policies, and procedures. If a student files a grievance regarding institutional policies or practices, the response will be coordinated between the institutions relative to the nature of the grievance filed. STC agrees that no complaint or grievance by a student solely against or solely involving NSU and/or its administration, faculty, staff, services or facilities will be addressed through STC grievance procedures, and all such complaints or grievances shall be referred to the appropriate NSU institutional process or grievance procedures. NSU agrees that no complaint or grievance by a student solely against or solely involving STC and/or its administration, faculty, staff, services or facilities will be addressed through NSU grievance procedures, and all such complaints or grievances shall be referred to the appropriate STC institutional process or grievance procedures.

7.2 Students participating in the Partnership will be accountable to the conduct standards at each institution and will be provided with information and policies regarding each institutions' respective handbooks, policies, and procedures. Students found in violation of conduct codes may receive sanctions from each institution. Subject to applicable institutional

policies, the Parties may agree to have only one Party process a case of student misconduct. Each institution will create a process for reporting to the other when the institution has applied disciplinary sanctions.

7.3 Students participating in the Partnership will be accountable to academic progress and performance standards at each institution. Students failing to meet academic progress and performance standards may receive intervention and/or sanctions from each institution.

8. Student Services, Student Success Center, and Student Activities

8.1 Students enrolled in the Partnership will have access to library services at both institutions. Fee-based student services will be available to Co-Enrolled students who have paid required fees and satisfy any other requirements.

8.2 Students enrolled in the Partnership will be issued identification credentials by both institutions.

8.3 Accessibility services and accommodations will be provided by the institution providing the course.

8.4 Tutoring services will be provided by the institution providing the course.

8.5 NSU's Student Affairs will provide an in person and virtual onboarding session for incoming Co-Enrolled STC students, with support from academic program leaders, faculty, and the Student Success Center.

8.6 NSU's Student Success Center professional advisors will provide clear plans of study for Co-Enrolled STC students based on the program identified at time of application. STC students who are Co-Enrolled will inform their STC and NSU advisors of changes in program enrollment at STC and/or NSU. NSU Student Success Center's professional advisors will work with Co-Enrolled STC students to update their plan of study based on their change in program.

8.7 NSU's Student Affairs will encourage the inclusion of Co-Enrolled STC students in NSU student clubs and activities.

8.8 NSU's Residence Life will recognize all credits completed by Co-Enrolled STC students who choose to matriculate on campus at NSU after completing their AAS at STC when implementing the selection process for campus housing.

9. Marketing

9.1 The Parties will collaborate on marketing initiatives to advertise and otherwise promote the Partnership. Use of NSU logos, trademarks, or other branded content will be used in compliance with SD BOR Policy 1.7.6.

9.2 Publication costs for materials used to promote the Partnership will be borne by the institution producing the materials unless other financial arrangements are agreed upon in writing and in advance.

10. Miscellaneous

10.1 Liability of Parties. 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 MOU, each Party agrees that such Party 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 of such Party under this MOU; and that no Party shall by this MOU transfer such liability to the other Parties. Each Party agrees to maintain sufficient liability insurance in reasonable amounts covering the liability and risk of such Party arising out of its participation in this MOU.

10.2 Insurance.

10.2.1 STC agrees, at its expense, to maintain in force during the term of this MOU commercial general liability insurance with coverage limits of One Million Dollars (\$1,000,000) per each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. The coverage shall be written as primary coverage and not contributing with or in excess of any coverage that STC may have. The insurance policies shall be issued by financially sound and reputable insurance companies as determined by STC.

10.2.2 NSU shall maintain, at its expense, insurance coverage that is required by law or regulation. NSU, as a state entity, is provided certain statutory coverage pursuant to the SDCL chapter 3-22. SDCL chapter 3-22 provides for the public entity pool for liability, which provides general liability, professional liability and automobile liability, with a per occurrence coverage limit of \$1,000,000. The State of South Dakota self-insures for workers' compensation, which also covers NSU.

10.3 Termination. The term of this MOU shall remain in effect until terminated by either party. Either party may terminate this MOU upon one hundred and twenty (120) days' written notice for any reason or no reason. The written notice must be provided in writing to the other institution's President. In the event of a notice of termination, the terms and

conditions of this MOU will remain in full force and effect until the end of the academic term immediately following the term in which the notice was received.

10.4 Annual Review of MOU. Each institution's leadership team shall meet annually to review the MOU and determine its effectiveness in assisting students and meeting its goals. At that time, updates and/or modifications can be proposed by each institution.

10.5 Amendment. Amendments to this MOU must be in writing and approved by the Presidents of STC and NSU or approved by officials designated by the Presidents.

10.6 Authorization. Each of the Parties represents and warrants to the other Parties that: (i) the execution, delivery, and performance of this MOU have been duly authorized by all necessary corporate action; (ii) the person executing this MOU is fully authorized to do so; and (iii) to the extent any approval or authorization is necessary for the valid and lawful execution, delivery and performance of this MOU, such approval or authorization has been obtained.

10.7 Binding Effect; Assignment. This MOU shall be binding upon the parties, their predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, employees and attorneys, and shall inure to the benefit of the parties. Neither party may assign, transfer or delegate any of its rights or obligations under this MOU without the prior written consent of the other party.

10.8 Severability. If any term of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable under applicable law, such term shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said term or the remaining provisions of this MOU, except when such construction would constitute a substantial deviation from the general intent and purpose of the parties as reflected by this MOU. In addition, the parties shall use their best efforts to negotiate a modification of the term(s) rendered invalid or unenforceable so as to fulfill the intentions of the parties as to this MOU and make it legal, valid and enforceable.

10.9 Counterparts. This MOU may be executed in multiple identical counterparts, which may be submitted between the Parties through electronic mail and/or facsimile, each of which shall constitute an original and all of which shall constitute one and the same MOU.

10.10 Governing Law. This MOU will be governed by and construed in accordance with the internal laws of the State of South Dakota without giving effect to any choice or conflict of law provision or rule (whether of the State of Dakota or any other jurisdiction). Any litigation shall be brought exclusively in the state courts located in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota, and the Parties consent to such jurisdiction and venue. If either Party or its affiliate commences a court action against any other Party, at the conclusion of the case, the prevailing Party shall be entitled to a judgment against the non-prevailing Party for the reasonable costs and attorneys' fees the prevailing Party incurred as a result of the action.

10.11 Waiver. Nothing in this MOU is intended to be, nor shall it be construed to be, a waiver of sovereign immunity by STC, the Sioux Falls School District, the State of South Dakota, the South Dakota Board of Regents, or NSU.

IN WITNESS WHEREOF, the parties to this MOU have hereunto set their hands on the day and year first above written.

Southeast Technical College

By: Dr. Cory Clasemann
President

Northern State University

By: Dr. Neal Schnoor
President