

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 5 – K
DATE: December 11-12, 2019

SUBJECT

SDSU Vet 2+2 Agreement with the University of Minnesota

CONTROLLING STATUTE, RULE, OR POLICY

[SB43](#) (2019 Legislative Session) – An Act to redirect funding to a collaborative program in rural veterinary medical education and to provide tax revenue for the support of veterinary students.

[BOR Policy 5:3](#) – Agreements and Contracts

BACKGROUND / DISCUSSION

During its [December 2018](#) meeting the Board approved pursuing legislation to authorize SDSU to engage in a Vet 2+2 Program with the University of Minnesota (“UMN”). That legislation took the form of [SB43](#), which was ultimately passed by the Legislature and signed into law by the Governor.

The Agreement for Collaborative Program of Veterinary Medical Education between South Dakota State University and the University of Minnesota (“Agreement”), set forth in Attachment I, is the culmination of diligent efforts by and between SDSU and the UMN to operationalize the Vet 2+2 Program contemplated in the aforementioned legislation. The Agreement, which will continue in force until terminated pursuant to Section 24 thereof, will pave the way for 20 students a year to attend their first two years of the Doctor of Veterinary Medicine program at SDSU and then transfer to the UMN to complete their final two years of the program. The first class of students is scheduled to matriculate in academic year 2021-2022.

BOR Policy 5:3 necessitates Board approval of Attachment I (“Contracts Requiring Board Action...1.5. Affiliation agreements and other agreements that provide for joint sponsorship of educational programming for which credit shall be awarded.”).

IMPACT AND RECOMMENDATIONS

The attached Agreement will allow SDSU and the UMN to move forward with the Vet 2+2 Program previously contemplated and approved by the Board and Legislature. BOR

(Continued)

DRAFT MOTION 20191211_5-K:

I move to approve the Agreement and authorize the Executive Director to finalize and execute the Agreement in substantially similar form to that set forth in Attachment I.

approval at its December meeting will enable action by the AVMA Council on Education (accrediting body) during their December meeting, allowing for timely advertisement and promotion of the joint program to students (the AVMA Council on Education requires a fully executed agreement in order to review the program).

Staff recommends approval.

ATTACHMENTS

Attachment I – Agreement for Collaborative Program of Veterinary Medical Education between South Dakota State University and the University of Minnesota

**AGREEMENT FOR
COLLABORATIVE PROGRAM OF VETERINARY MEDICAL EDUCATION
BETWEEN SOUTH DAKOTA STATE UNIVERSITY
AND THE UNIVERSITY OF MINNESOTA**

This Agreement is made and entered into this _____ day of _____, 2019, by and between the Regents of the UNIVERSITY OF MINNESOTA, through its College of Veterinary Medicine, an institution of higher education of the State of Minnesota (“UMN”) and the SOUTH DAKOTA BOARD OF REGENTS (“SDBOR”), for its South Dakota State University (“SDSU”) through its College of Agriculture, Food and Environmental Sciences, Veterinary and Biomedical Sciences Department.

RECITALS

- A. UMN is authorized by Minn. Stat. Ch. 137 to operate and establish a collaborative educational program for veterinary medicine in Minnesota and it may enter into agreements with one or more institutions of postsecondary education in other states for such purposes. If other programs are added, the expectation is that this would not jeopardize the quality and number of clinical sites and opportunities.
- B. In recognition of the special significance that highest quality veterinary medicine has to the citizens and economies of the states of Minnesota and South Dakota, the UMN, through its Regents, and the SDBOR signed a non-binding Memorandum of Understanding on July 10, 2017 that anticipated the creation of a long-term agreement for a 2 + 2 Program in Veterinary Medical Education between the UMN, through its College of Veterinary Medicine and SDSU, through its College of Agriculture, Food, and Environmental Sciences, Veterinary and Biomedical Sciences Department.
- C. The primary goal of this Agreement is for a collaborative Veterinary Medicine 2 + 2 Program of education (hereinafter referred to as “Collaborative Program”) and to support rural veterinary education. A principal objective is to provide for the education and training students who are accepted into the SDSU portion of the Collaborative Program for the 2021-2022 academic year and beyond and to provide an opportunity for such students to obtain professional veterinary education leading to the Doctor of Veterinary Medicine (“DVM”) degree. A cohort of students will enroll at SDSU in the Professional (DVM) Program in Veterinary Medicine for the first two years of their veterinary education, and then transfer to the UMN program for the remaining two years of their veterinary education.
- D. Through this partnership, the two institutions will build on historic strengths, leverage resources, anticipate opportunities and future directions, and build bridges with veterinarians. Collaborative activities in research and outreach in veterinary medicine may be a concomitant result of the Collaborative Program.
- E. UMN and SDSU will obtain all necessary approvals of the Collaborative Program in veterinary medicine from their respective campus administrative bodies, governing boards, and other appropriate governmental and accrediting agencies.

Now, therefore, the parties agree as follows:

TERMS AND CONDITIONS OF AGREEMENT

UMN and SDSU shall have joint responsibility for establishing policies in matters of curriculum, academic standards, research, student admissions, and the conduct of the Collaborative Program as follows:

SECTION 1. Collaborative Program Curriculum. SDSU and UMN faculty will determine Collaborative Program student learning outcomes and core competencies expected of entry-level veterinarians as part of UMN's program of outcomes assessment to determine the need for curricular change. Once the standards are agreed upon following the process described in 1.5 below, each respective faculty would have the responsibility to design their respective curricula to make sure that the students meet these outcomes and competencies.

- 1.1 The first two years of the Collaborative Program veterinary curriculum will be offered at SDSU for Collaborative Program students.
- 1.2 Courses in the first and second year Collaborative Program curriculum shall be taught by qualified SDSU faculty with the possible exception of mutually agreed upon courses delivered by distance education to SDSU by UMN faculty. The last two years of the Collaborative Program will be offered at UMN and taught by qualified UMN faculty. Approved Collaborative Program clinical preceptorships may be offered in both states.
- 1.3 As faculty and programmatic resources become available, Collaborative Program curricular offerings will be provided by SDSU faculty to both students matriculating at SDSU and UMN.
- 1.4 Curriculum and academic requirements at SDSU and UMN will be similar in course content and contact hours and will require demonstration of the same learning outcomes at each university.
- 1.5 Curriculum and academic requirements will be monitored throughout the Collaborative Program using standardized tests and assessments, student evaluation of individual instructors, and core skills tests administered throughout the program in a manner consistent, but not necessarily identical, between the universities.
- 1.6 An outcomes assessment consistent with UMN's requirements for UMN students may be administered to all SDSU veterinary students following completion of the second year of the Collaborative Program curriculum and at specified times designated by national testing agencies such as the National Board of Veterinary Medical Examiners. The results of these assessments are to be used to make necessary adjustments in the Collaborative Program curricular offerings, teaching methods or other methods for improvement at both institutions.
- 1.7 UMN and SDSU will employ appropriate levels of qualified faculty and staff, as well as graduate research and teaching individuals to effectively deploy the Collaborative Program and may recognize adjunct status at the collaborating university. Input on faculty and staff evaluation will be obtained from the non-employing collaborating university and considered in the evaluation of the employee's workload assignment. The policies and procedures of the employing university shall be used in any employment decision. UMN

and SDSU shall comply with all laws, regulations, policies, and procedures applicable to the employment of their employees.

SECTION 2. Collaborative Program Academic Standards. SDSU and UMN faculty will share in reviewing and/or changing academic standards for the Collaborative Program. Academic standards shall meet or exceed those established by the Council of Education of the American Veterinary Medical Association.

SECTION 3. Collaborative Program Applications; Student Records. SDSU and UMN will work together to enroll the first class of students in the Collaborative Program to matriculate in academic year 2021-2022. In academic year 2023-24, and for each academic year thereafter, UMN agrees to guarantee slots for twenty (20) qualified students to be transferred after the second year from the Collaborative Program at SDSU. Upon mutual agreement, the parties could enroll more than 20 students in a class, in which case UMN would agree to guarantee to allow transfer of more than 20 students in the year that would constitute their third year of the Collaboration Program. Students admitted to the Collaborative Program at SDSU must meet the requirements established by SDSU and UMN for participation in the UMN DVM degree program pursuant to this Agreement, and must be qualified for admission into the UMN-CVM for its DVM degree program. The application process to the Collaborative Program shall be as follows:

- 3.1 UMN and SDSU will maintain and administer separate mirrored admission processes with one member of the other university sitting on the admission committee of the other university.
- 3.2 UMN will review SDSU screening criteria, admission test requirements, and interview questions prior to SDSU use. Although UMN will have input, SDSU will be ultimately responsible for the admissions process and decisions for Collaborative Program applicants.
- 3.3 SDSU students enrolled in years 1 and 2 of the Collaborative Program will transfer to UMN for years 3 and 4 upon successful completion of the SDSU portion of the Collaborative Program requirements according to student promotions guidelines set by UMN.
- 3.4 VetFast, or similar approved methodology, may be used in the mirror application environment.
- 3.5 Each Collaborative Program applicant will be notified in writing by SDSU of the decision concerning his or her application for initial admission by SDSU into the Collaborative Program. UMN will acknowledge the admission of students into the SDSU phase of the Collaborative Program.
- 3.6 Transfer of Credits will be accepted by UMN upon successful completion of the courses approved for the Collaborative Program.
- 3.7 Collaborative Program applicant files shall be deemed records of both UMN-CVM and SDSU.

- 3.8 Education records of students admitted to the Collaborative Program will be disclosed to UMN and SDSU school officials with legitimate educational interests. As appropriate, SDSU will obtain consent from students who apply to or enroll in the Collaborative Program in order to share records with UMN.
- 3.9 Although the Collaborative Program is expected to attract and enroll South Dakota residents, nothing in this Agreement shall be construed to obligate SDSU to enroll a minimum number of qualified SDSU South Dakota residents into the Collaborative Program each academic year.

SECTION 4. Collaborative Program Enrollment. Collaborative Program students will be enrolled in a Master's program while at SDSU. Completion of the Master's degree is an expectation, but not a requirement for completion of the DVM at UMN. Students who do not complete the DVM for any reason will be encouraged by SDSU to complete the Master's degree to be awarded by SDSU to students who successfully complete the Master's program.

- 4.1 Students from SDSU in years 1 and 2 of the program will be introduced into the UMN system to ensure seamless integration as they transfer to UMN for their 3rd and 4th years. The directors of the programs at SDSU and UMN will be responsible for creating and facilitating integration activities which may include a joint or concurrent orientation, participation in group projects for coursework, teaching of SDSU students by UMN faculty, and joint club activities.
- 4.2 SDSU Subsidized Students: If Qualifying South Dakota Students receive scholarships for Collaborative Program courses at SDSU, such scholarships will be paid to the student by SDSU for the benefit of the identified Collaborative Program student.
- 4.3 UMN will be responsible for issuing the DVM diploma to students successfully completing the Collaborative Program.

SECTION 5. Collaborative Program Tuition and Fees. Collaborative Program students will be assessed the tuition and fees rates applicable to their residency classification pursuant to tuition and fee agreements between Minnesota and South Dakota and as approved by their governing bodies. Students applying for financial aid will need to apply to the school that they will physically attend (i.e., students would need to apply to UMN with a new application in their 3rd year).

SECTION 6. Use of Facilities and Resources. UMN and SDSU will provide facilities and resources, or access thereto, suitable for the Collaborative Program curriculum for students enrolled in the courses provided by the responsible institution. This includes, but is not limited to, any required academic resources, library, laboratory, practical, insurance, advising, medical and mental-health services, career counseling, financial aid assistance, information technology, and other campus-based resources available to university students.

SECTION 7. Collaborative Program Students Entitled to Complete DVM Training in Due Course. UMN agrees that any Collaborative Program student shall be entitled to continue their enrollment in the UMN-CVM DVM program for the time required to obtain the DVM degree, so long as the student maintains the status of a full-time student in good standing according to the rules and

regulations established by the UMN-CVM for all DVM Students. Any Collaborative Program student enrolled in the UMN College of Veterinary Medicine pursuant to this Agreement who experiences a life event that would justify a legitimate interruption in studies toward the DVM degree shall be entitled to continue their education under the same policies that would be available to any other student in the UMN-CVM.

SECTION 8. Standards of Conduct for Collaborative Program Students. In addition to the rules specifically governing the Collaborative Program, Collaborative Program students shall be subject to the general rules and regulations of the institution where they are physically present during classes or clinical training. Violations of conduct policies shall be handled consistent with Section 12 of this agreement.

SECTION 9. Collaborative Research. Students in the Collaborative Program who engage in research projects shall comply with all applicable institutional policies and procedures.

SECTION 10. Intellectual Property. Intellectual property created by SDSU or UMN faculty or staff members under this Agreement shall be subject to the intellectual property policies of the employing institutions, as well as sponsored funding agreements. Intellectual property shall mean works capable of protection under copyright, patent, trademark, and trade secret laws. Jointly made or generated intellectual property shall be jointly owned by the employing institutions and/or employees as determined by the home institution's policies, unless otherwise agreed in writing by a duly authorized official. The parties agree to timely disclose to each other, in writing, each and every invention that results from joint activities, which may be protected under intellectual property laws. Jointly written articles and other writings including patentable inventions shall also be disclosed to the other party, which shall have the right to a reasonable delay of publication (not to exceed 60 days) in order to review and take appropriate steps for preservation of rights to patent.

SECTION 11. Joint Collaborative Program Oversight Committee. A joint oversight committee shall be formed to review the operation of the Collaborative Program at least annually. The Director of the Professional Veterinary Medical Program at SDSU shall provide annual reports for the SDSU and UMN administrators and the committee.

- 11.1 SDSU and UMN shall each appoint three (3) persons to serve on the committee including the respective SDSU and UMN program Directors.
- 11.2 A chair of the committee shall serve for two years, and the committee chair shall alternate between institutions at the end of every two-year term. The initial chair of the committee will be the UMN CVM Associate Dean of Education.
- 11.3 The committee shall prepare an analysis of the operational effectiveness, financial status and relevant student and program outcomes of the Collaborative Program.

SECTION 12. Policies Applicable. Each university will maintain policies and procedures which, whether academic, disciplinary, or otherwise, will be applicable to students admitted and enrolled in their portion of the Collaborative Program. If students are sanctioned pursuant to such policies by SDSU, SDSU will inform UMN of such sanctions prior to the students' transfer. All education records from SDSU can be

shared with UMN, including allegations of policy violations that do not result in sanctions.

SECTION 13. Accreditation. The Collaborative Program will meet all accreditation requirements of the American Veterinary Medical Association Council on Education (AVMA COE) for the UMN accredited program. UMN and SDSU will maintain in good standing institutional required accreditations, such as regional Higher Learning Commission accreditation. If either SDSU or UMN is non-responsive to accreditation concerns raised by the AVMA COE to the point of terminal accreditation, this association between the schools will be voided. However, every effort will be made by both parties to rectify the accreditation concerns.

SECTION 14. Financial Considerations. SDSU and UMN shall each bear their own expenses associated with this agreement. In the event that UMN faculty teach curriculum to SDSU students in years 1 and 2, or SDSU faculty teach curriculum in years 3 and 4, the universities will mutually agree on the amount of funding to be paid to the teaching institution.

SECTION 15. Data Sharing. The institutions will share information about the Collaborative Program, employees engaged with the Collaborative Program, and other information that is necessary for its effective deployment. The data shared shall be treated in accordance with applicable privacy laws.

SECTION 16. PRIVACY.

16.1 FERPA. The parties will maintain the confidentiality of student records in accordance with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (“FERPA”). The parties shall develop, implement, maintain, and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted student records received from, or on behalf of the other party or its students.

16.2 Data Practices Act. UMN must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided, created, collected, received, stored, used, maintained, or disseminated pursuant to this agreement.

SECTION 17. Non-Discrimination. The parties agree not to discriminate or harass individuals on the basis of sex, race, color, creed, national origin, ancestry, citizenship, gender, gender identification, transgender, sexual orientation, religion, age, disability, genetic information or U.S. veteran status or any other status that may become protected under U.S. and State laws against discrimination, as applicable to the institution.

SECTION 18. Program Statements, Use of Marks and Marketing of the Collaborative Program. SDSU and UMN agree to obtain the prior review and/or approval of the other party prior to making Collaborative Program statements or using the other party’s name or marks. SDSU will take primary responsibility for marketing of the Collaborative Program, though UMN may also initiate marketing of the Collaborative Program.

SECTION 19. Compliance. The parties will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to performance of this agreement, and will be solely responsible for obtaining current information on such requirements

SECTION 20. Reporting. The parties agree to report to the other party any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties that may result in a claim to the other party, or which may otherwise subject the other party to liability. A party's obligation under this section shall only be to report the occurrence of any event to the other party and to make any other report provided for by their duties or applicable law. The obligation to the report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting under this section shall not excuse or satisfy any obligation of the party to report any event to law enforcement or other entities under the requirements of any applicable law.

SECTION 21. Audit. The parties, through any authorized representative, will have access to and the right to examine and copy all records, books, papers, or documents related to their performance of this agreement. The parties will retain all books and records related to the services performed for a period of not less than the greater of any applicable federal and state law retention periods and comply with applicable requirements for litigations holds.

SECTION 22. Insurance. The parties at all times will maintain and carry liability coverage for the entity, its employees, agents, and assigns as required by the laws applicable to the university and require its subcontractors performing this agreement to do the same. The parties understand and agree that SDSU participates in the PEPL fund agreement pursuant to SDCL Ch. 3-21 and accept this as sufficient coverage.

SECTION 23. Indemnification. Each party shall be responsible for its acts as set forth by the laws applicable to the entity. The parties understand and agree that as set forth in SDCL 3-21-13, no provision for hold harmless, or defense (hereafter "Indemnification") by SDSU, the SDBOR, the State of South Dakota, its officers, agents, or employees, is enforceable against them except to the extent that liability coverage is provided for the indemnification pursuant to SDCL 3-22-1, and funds are specifically appropriated by the South Dakota Legislature and available to provide for the indemnification, or the legislature has expressly authorized the indemnification in statute. UMN's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736 and other applicable law.

SECTION 24. Term and Termination.

24.1 Term. This agreement is effective as of the latter of January 1, 2020 or the last date signed below. This Agreement will continue in force until terminated as provided herein.

24.2 Termination. This agreement will remain in effect until:

- 24.2.1 The written mutual agreement of the parties to terminate;
- 24.2.2 Without fault, upon failure of appropriation by a legislature;
- 24.2.3 By four (4) years' notice of a party; or
- 24.2.4 In the case of breach, upon thirty (30) days' advance written notice of termination; provided however, that the agreement will be reinstated upon curing the breach within the thirty (30) day period.

SECTION 25. Continuation of Students Upon Termination. Upon termination of this agreement pursuant to Section 24, every effort shall be made to all Collaborative Program students who are currently admitted to complete their course of studies, provided, however, that no Collaborative Program student shall be allowed to take more than five (5) academic years from the termination date to complete the Program. No termination shall affect the obligation of UMN to allow each SDSU student admitted to complete their training on the same terms as other admitted UMN students for so long as they continue to meet the UMN Program requirements.

SECTION 26. Independent Contractor. While performing the Collaborative Program hereunder, the parties are independent contractors and not officers, agents, or employees of the other party.

SECTION 27. Notices. All notices, payments, requests, or other communications which may be required under this Agreement shall be given as follows:

- (a) To UMN: Dean, College of Veterinary Medicine
455 Veterinary Medical Center
1365 Gortner Ave
St. Paul, MN 55108
Telephone: 612-624-6244
- (b) To SDSU: Provost and Vice President for Academic Affairs
Box 2201
Brookings, SD 57007
Telephone: 605-688-4173

Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

SECTION 28. Conflict Resolution. Should a conflict arise during the performance of this agreement, the parties agree to make good faith efforts to resolve the matter at the lowest level authorized in accordance with the parties' applicable policies and procedures and applicable law prior to seeking judicial determinations in the courts of applicable jurisdiction.

SECTION 29. Entire Agreement. This agreement is the entire agreement of the parties and may be modified or amended upon the mutual written agreement of the parties. The parties may mutually agree in writing to additional agreements that implement this agreement, which shall be subject to the terms and conditions contained herein. This agreement may be signed in duplicate copies which will constitute one document.

This agreement is made and entered into by the duly authorized representatives of the parties.

South Dakota Board of Regents

By: Paul Beran, Ph.D.
Its: Executive Director
Date: _____

South Dakota State University

By: Dennis Hedge, Pharm.D.
Its: Provost/V.P. for Academic Affairs
Date: _____

University of Minnesota

By: Laura Molgaard, DVM
Its: Interim Dean, College of Veterinary Medicine
Date: _____

By: Karen Hanson, MS, Ph.D.
Its: Executive Vice President and Provost
Date: _____