

SB2140

House Education Committee

March 8, 2021

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1. Number of program participants enrolled in each discipline; 2. Tuition support provided for students enrolled in each discipline:

PSEP Awarding Budget Updated 3.8.2021											
Academic Yr	Dentistry		Optometry		Vet Med		Vet Med KSU		TOTAL #	TOTAL \$ Disbursed	
	#	\$	#	\$	#	\$	#	\$			
2020-21 EST.											
	FR	6	\$160,067.00	5	\$94,150.00	7	\$158,338.00	5	\$143,065.00	23	\$555,620.00
	SO	6	\$147,969.00	10	\$188,300.00	2	\$61,484.00	4	\$114,452.00	22	\$512,205.00
	JR	4	\$101,335.00	5	\$94,150.00	3	\$81,011.00	0	\$0.00	12	\$276,496.00
	SR	5	\$100,596.00	3	\$56,490.00	7	\$137,630.00	3	\$85,839.00	18	\$380,555.00
	TOTAL	21	\$509,967.00	23	\$433,090.00	19	\$438,463.00	12	\$343,356.00	75	\$1,724,876.00
2021-22 EST.											
	FR	7	\$178,416.00	4	\$77,100.00	8	\$192,442.00	5	\$150,218.00	24	\$598,176.00
	SO	6	\$164,483.00	5	\$96,375.00	7	\$164,515.00	5	\$150,218.00	23	\$575,591.00
	JR	6	\$153,932.00	11	\$212,025.00	2	\$73,499.00	4	\$120,175.00	23	\$559,631.00
	SR	4	\$94,454.00	5	\$96,375.00	3	\$78,680.00	0	\$0.00	12	\$269,509.00
	TOTAL	23	\$591,285.00	25	\$481,875.00	20	\$509,136.00	14	\$420,611.00	82	\$2,002,907.00
2022-23 EST.											
	FR	7	\$185,786.00	8	\$157,600.00	7	\$188,157.00	5	\$157,729.00	27	\$689,272.00
	SO	7	\$185,786.00	4	\$78,800.00	8	\$201,155.00	5	\$157,729.00	24	\$623,470.00
	JR	6	\$168,832.00	5	\$98,500.00	7	\$206,152.00	5	\$157,729.00	23	\$631,213.00
	SR	6	\$138,004.00	11	\$216,700.00	2	\$54,504.00	4	\$126,183.00	23	\$535,391.00
	TOTAL	26	\$678,408.00	28	\$551,600.00	24	\$649,968.00	19	\$599,370.00	97	\$2,479,346.00

3. Rate at which students participating in the program return to the state:

PSEP Return Rate Tracking by SITE

Site/Program	Total Enrolled	North Dakota	Outside ND	Unknown	In Residency/Other	ND Return Rate
IA State (Veterinary Medicine)	43	22	19	2	0	51%
KSU (Veterinary Medicine)	37	22	15	0	0	59%
University of MN (Veterinary Medicine)	12	4	8	0	0	33%
University of MN (Dentistry)	45	19	24	1	1	42%
WICHE (Veterinary Medicine)	21	6	12	1	2	29%
WICHE (Dentistry)	35	18	14	1	2	51%
WICHE (Optometry)	76	30	43	0	3	39%
TOTAL	269	121	135	5	8	45%
%		45%	50%	2%	3%	

PSEP ND Return Rate Tracking by PROGRAM

Site/Program	Total Enrolled	North Dakota	Outside ND	Unknown	In Residency/Other	ND Return Rate
Veterinary Medicine	113	54	54	3	2	48%
Dentistry	80	37	38	2	3	46%
Optometry	76	30	43	0	3	39%
TOTAL	269	121	135	5	8	45%
%		45%	50%	2%	3%	

PROFESSIONAL STUDENT EXCHANGE PROGRAM SERVICE PAYBACK AGREEMENT

This Professional Student Exchange Program Service Payback Agreement (the "Agreement") is entered into between the State of North Dakota, acting through the State Board of Higher Education, in turn acting through the North Dakota University System ("SBHE"), and _____ ("Student"), an individual receiving state funding through the Professional Student Exchange Program.

WHEREAS, the North Dakota State Legislature has created a number of programs providing funds to effectively reduce the cost for students to attend professional schools in the areas of veterinary medicine, dentistry, or optometry outside North Dakota in areas of need for the State;

WHEREAS, North Dakota Century Code § 15-10-43.1 requires students participating in the aforementioned programs to sign a legally binding agreement providing for full or partial repayment of any state funds paid for the student's benefit if the student does not meet the requirements of that section;

WHEREAS, Section 15-10-43.1 authorizes the State Board of Higher Education (the "SBHE") to enter into the aforementioned legally binding agreement on the State's behalf; and

WHEREAS, Student has been selected to participate in and receive the benefits of one of the aforementioned programs;

THEREFORE, Student and the SBHE covenant and agree as follows:

1. **Payment Amount.** The SBHE agrees to provide a support fee each year directly to _____ ("Institution") on Student's behalf for the study of _____ (Veterinary Medicine, Optometry, or Dentistry) (the "Educational Program"). All support fee amounts are specified in United States dollars and are determined in the sole discretion of the SBHE, in compliance with NDUS Procedure 508.5. The amount of all support fees payable under this Agreement shall be confirmed in an annual addendum, which must be signed prior to payment. Student agrees to execute additional addenda as needed to reflect mid-year changes to the support fee.
2. **Student's Responsibilities.** Student agrees that, in consideration of the payment of the support fees by the SBHE, that:
 - a. Until and unless the Student completes all requirements of this Agreement, Student shall be responsible for the full value of the support fees.
 - b. Student shall be responsible for completing all requirements of the Educational Program.
 - c. Upon completion of or graduation from the Educational Program, or within 36 months of the completion of or graduation from the Educational Program, Student agrees to begin practicing _____ (Veterinary Medicine, Optometry, or Dentistry) in the State of North Dakota.
 - d. Student agrees, as a condition of the payment of the support fees, to practice _____ (Veterinary Medicine, Optometry, or Dentistry) in the State of North Dakota for a period of no less than three years. For each full calendar year for which the Student practices in North Dakota, one-third of the support fees shall be waived.
 - e. Upon completion of three years of practicing within the State of North Dakota, Student may stop practicing in the State without penalty.
 - f. Student shall regularly provide such information as the SBHE, acting through the North Dakota University System, reasonably requires to verify compliance with the terms of the Agreement.

10. **Indemnity.** Student hereby agrees to indemnify, defend, and hold the State, the SBHE, their component parts, and all agents and employees thereof, harmless against any and all suits, claims, actions, damages, and other losses which the State suffers or incurs related to or arising out of Student's actions related to or arising from this Agreement, except as prohibited by law.
11. **Entire Agreement.** This Agreement contains the entire Agreement of the parties and shall be binding upon the parties, their heirs, administrators, successors and assigns. This Agreement represents the complete integration of all understandings between the parties and all prior representations and understandings, oral or written, are merged herein. The parties agree to complete and execute any additional documents which are required by law or are reasonably necessary to carry out the purposes of this Agreement. Prior or contemporaneous versions, additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein. In the event of a conflict between the terms of this Agreement and an SBHE Policy or Procedure, the SBHE Policy or Procedure shall prevail even if revised after execution of this Agreement.
12. **Notice.** Any notice or other communication hereunder will be in writing, and hand- delivered or sent via registered or certified mail, overnight courier, or confirmed facsimile transmission or email and will be deemed provided, if, (a) hand-delivered, on the date of delivery; (b) mailed, when deposited, postage prepaid, in the United States mail; (c) sent by overnight courier, one business day after delivery to such courier; (d) sent by confirmed facsimile, the day of transmission; (e) emailed on the date of sending as verified by a copy of such email. Any notice or other communication will be addressed as set forth below, or to such other address as any party will advise the others in writing:

If to the SBHE: Financial Aid Office, North Dakota University System, State Capitol, 600 East Boulevard Ave., Dept. 215, Bismarck, ND 58505-0230.

If to Student: _____

Student may at any time unilaterally amend their contact information by notifying the SBHE in writing. Notice provided pursuant to this paragraph may not meet the requirements for monetary claims against the State of North Dakota found at N.D.C.C. § 32-12.2-04.

13. **Severability.** If any provision of this Agreement is determined to be void, invalid or unenforceable for any reason, it shall be considered severed from this Agreement and such invalidity shall not affect the validity or enforceability of the remaining provisions.
14. **Controlling Law.** This Agreement shall be governed by and construed under the laws of the State of North Dakota without reference to conflicts of law principles thereunder.
15. **Venue.** Any action brought under this Agreement shall be brought only in a state district court located in Burleigh County, North Dakota and each party waives all objections to want of personal jurisdiction or forum non conveniens.
16. **No Alternative Dispute Resolution.** The SBHE does not agree to participate in any type of alternative dispute resolution, and any such decision to participate in alternative dispute resolution is reserved to the North Dakota Attorney General or his or her designee.
17. **Amendments.** This Agreement may not be amended or modified except as mutually agreed upon by the parties in a document that is reduced to writing and signed by both parties.
18. **Counterparts.** This Agreement may be executed in counterparts which, when read together, shall constitute one complete executed original.
19. **Electronic Signatures.** Alternatively, the parties may execute this Agreement using electronic signatures, which the parties agree shall have the full force and effect of a hand-written signature.