

MEMORANDUM OF AGREEMENT

DEL MAR COLLEGE

And

VICTORIA COLLEGE

Victoria College (hereinafter referred to as "VC") and Del Mar College (hereinafter referred to as "DMC"), have an established proactive educational partnership, committed to providing greater education opportunities for students. This memorandum of agreement looks to sustain our positive and mutually beneficial working relationship. The educational needs of the students in our common service region continue to increase and in order to be responsive to the needs of our students, we seek to expand our existing relationship.

The following agreement is intended to assist and support associate degree students from the Victoria College service area in completing their Associate of Applied Science Degree in Medical Laboratory Technology at Del Mar College.

In order to continuously improve the educational opportunities in our service area, both institutions mutually agree to the following:

Del Mar College Expectations:

- 1. All students transferring from VC under the terms of this agreement shall be governed by the admissions guidelines and requirements of DMC and the DMC Medical Laboratory Technology program**
- 2. A student transferring from VC under the terms of this Agreement shall be governed by the graduation requirements set forth in the Del Mar College Catalog in effect at the time of the student's initial enrollment at DMC; provided, however, that the student maintains continuous enrollment as defined in the Student Catalog.**
- 3. Transfer students from VC that are accepted into DMC's Medical Laboratory Program shall maintain access to student services and facilities, such as computer labs, libraries, campus dining, etc., at both DMC and VC campus locations during their enrollment.**
- 4. Students admitted into the DMC Medical Laboratory Technology program, shall have access to complete required clinical at facilities where DMC is contracted with appropriate facilities in Victoria and the Victoria surrounding services areas.**

Victoria College Expectations

- 1. It is the expectation that prospective Del Mar students will enroll in Victoria College for prerequisites and program of study courses.**
- 2. Del Mar's medical laboratory technology students who are currently enrolled at VC, must abide by the Victoria College student handbook and all other policies and procedures.**

3. Del Mar's clinical students residing in the Victoria College service area are to complete their clinical rotations in Victoria and/or the VC service area.

Provisions for Agreement Implementation, Maintenance, and Revision:

A person will be designated at each campus to oversee this agreement's implementation and review the agreement annually.

Effective Date of Agreement:

This Agreement shall become effective on the date of last signature below.

Terms and Termination of Agreement:

The term of this agreement shall be for three (3) years, with an option to renew, in writing, for up to an additional three (3) years. This Agreement may be amended by mutual written agreement of both parties. Nothing herein shall be construed to give any rights or benefits to anyone other than VC and DMC. This Agreement embodies the complete understanding of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties and relating to the matters in this Agreement.

DMC and VC reserve the right to terminate this Agreement upon service of written notice to the other party 90 days prior to the date of termination. In this event, the date of termination will be the day after the end of the semester, during which the 90 day period expires.

Notices:

Any notice required or permitted under this Agreement must be in writing and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail; return receipt requested and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. DMC and VC can change their respective notice address by sending a notice of the new address to the other party. Notices should be addressed as follows:

Del Mar College:

Name: Dean Jennifer Sramek, Division of BEHS
Phone: (361) 698-1703
Email: jsramek@delmar.edu

Victoria College:

Name: Dean Darla G. Strother, Division of Allied Health
Phone: 361-582-2551
Email: darla.strother@victoriacollege.edu

Severability:

If any provision or provisions of this Agreement shall be held invalid or unenforceable, the validity, legality, and enforceability of the remaining portions shall not in any way be affected or impaired thereby.

Force majeure:

Neither party is required to perform any term, condition, or covenant of this Agreement if performance is prevented or delayed by a natural occurrence, a fire, and act of God, an act of terrorism, or other similar occurrences, the cause of which is not reasonably within the control such party and which by due diligence it is unable to prevent or overcome.

Non-Waiver Provisions:

Parties acknowledge that each is an agency of the State of Texas, and nothing in this Agreement will be construed as a waiver or relinquishment by either party of its right to claim such exemptions, privileges, and immunities as may be provided by law.

Other Operational Procedures:

The Parties and/or their designees may enter into more specific and detailed operational procedures and guidelines as necessary. All such operational procedures and guidelines shall be in writing and specifically incorporated herein.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed on their behalf by their duly authorized representatives on this, the [#] day of [MONTH], 2021.

*2nd March 2022 AS
year*

DEL MAR COLLEGE

*AS
Jan
AM*

[Signature]
President and CEO

[NAME], [TITLE]

VICTORIA COLLEGE

Carla B. Strother
Dean of Allied Health

[NAME], [TITLE]

FEB 25 2022