

## MEMORANDUM OF UNDERSTANDING

a. THIS AGREEMENT is entered into by and between the BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, FLORIDA, PO Box 13489, St. Petersburg, Florida 33733-3489, hereinafter referred to as the "College" or "SPC" and the BOARD OF TRUSTEES OF RARITAN VALLEY COMMUNITY COLLEGE hereinafter referred to as the "Raritan Valley Community College.

b. WHEREAS, the College is desirous of offering its program(s) and courses to students at Raritan Valley Community College.

c. NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements contained hereinafter, the adequacy of which is hereby acknowledged, the parties do agree as follows:

### II. THE RARITAN VALLEY COMMUNITY COLLEGE (RVCC) SHALL:

a. Provide a description of the Veterinary Technology Distance Program in the RVCC College Catalog.

b. Provide academic advising to students at RVCC taking the general education and support courses required for the AS Degree in Veterinary Technology at SPC as provided for on College's website (<https://www.spcollege.edu/future-students/degrees-training/health-sciences-and-veterinary-technology/veterinary-technology/veterinary-technology-as-degree>).

c. Provide regular student access to campus libraries, open computing labs, and testing centers for students enrolled in the Veterinary Technology Program at SPC even though they may not be concurrently enrolled at RVCC.

d. Provide standard desktop computers for College staff; however, any other special equipment will be provided by the College.

e. Provide students enrolled in SPC's Veterinary Technology Distance program from RVCC full use of RVCC's facilities including, but not limited to, the Internet, the Cafeteria, and Library with the same rights as any regular student of RVCC's would be entitled.

### III. THE COLLEGE SHALL:

a. Admit up RVCC students who qualify for admission in Session I and Session II to the Veterinary Technology Distance Program.

b. Provide credentialed faculty to meet accreditation standards of the Committee on Veterinary Technician Education and Activities of the American Veterinary Medical Association.

c. Provide financial aid and scholarship programs to eligible College students.

d. Offer at least six (6) credit hours per semester to allow a student the opportunity to be eligible for financial aid.

e. Comply with federal and state laws and related regulations including but not limited to Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family Educational Rights to Privacy Act, and shall not discriminate against any employee or student of the College or RVCC on the basis of race, color, ethnicity, religion, sex, age, national origin, marital status, sexual orientation, gender identity, genetic information or against qualified individuals with disabilities. The College and RVCC recognize that sexual harassment constitutes discrimination on the basis of sex.

f. Provide all academic and support services required by Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act to its students.

#### IV. INSURANCE AND INDEMNIFICATION PROVISIONS

a. The College shall indemnify and hold harmless RVCC from and against any claim, liability, demands, damages, expenses, proceedings, legal actions, attorneys fees, court costs and other fees arising from and out of the negligence of the College, its officers, faculty, staff and employees, or agents or their successors and assigns to the extent permitted by Section 768.28, Florida Statutes.

b. RVCC shall indemnify and hold harmless the College from and against any claim, liability, demands, damages, expenses, proceedings, legal actions, attorneys fees, court costs and other fees arising from and out of the negligence of RVCC, its officers, staff and employees, or agents or their successors and assigns to the extent permitted by law. RVCC shall make available to the College, upon request, a certificate of insurance evidencing general liability insurance.

#### V. TERMINATION

a. This Agreement may be terminated by either party upon ninety (90) days written notice.

b. Termination of this Agreement will not be executed without a prior concurring written Teach Out Agreement on programs or students enrolled at the time of the termination. The Teach Out Agreement may extend beyond the notice period as necessary for any individual baccalaureate degree program offered under this Agreement between the parties. The College shall provide students who have commenced a College degree program a reasonable opportunity to complete the degree program at RVCC.

#### VI. STUDENTS' RIGHTS AND RESPONSIBILITIES

a. The College students taking courses at RVCC are subject to the rules and regulations of the College and may be enforced by the College and/or RVCC as necessary.

VII. TERM

a. This Agreement shall continue in full force and effect for five (5) years from the date at which both parties have affixed their signatures unless terminated by either party as set forth herein and above determined. This Agreement may be extended by written agreement of the parties which may be in the form of a letter signed by appropriate authorized persons from the respective institutions.

VIII. VENUE AND GOVERNING LAW

a. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida, and venue shall be the state of Florida, its districts, and the county of Pinellas.

IX. FERPA

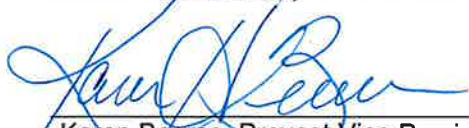
a. The parties agree they will comply with the provisions of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. s. 1232g, and Florida Statutes §1002.225, as it relates to the protection on information deemed student educational records.

X. PUBLIC RECORDS

a. RVCC acknowledges that College is subject to and must comply with Florida's Public Records, Chapter 119, Florida Statutes. RVCC also acknowledges its obligation to comply with the requirements of Section 119.0701, Florida Statutes. RVCC's failure to comply may result in immediate termination of this

IN WITNESS WHEREOF, the parties have executed this Agreement on the date stated below.

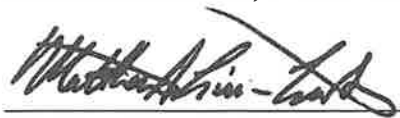
BOARD OF TRUSTEES  
RARITAN VALLEY COMMUNITY COLLEGE  
NORTH BRANCH, NEW JERSEY



Karen Bearce, Provost Vice President of Academic Affairs

Date: 9/24/2022

BOARD OF TRUSTEES  
ST. PETERSBURG COLLEGE  
ST. PETERSBURG, FLORIDA



Matthew Liao-Troth, Vice President, Academic Affairs

Date: 7/29/22

General Counsel's Office:  
Appr. as to Form/Content MACps  
Appr. by ML on 6/8/22