

MEMORANDUM OF UNDERSTANDING
Between
Stephen F. Austin State University
And
Lone Star College System District

This Memorandum of Understanding (“Agreement”) is made by and between Stephen F. Austin State University, a public institute of higher education located in Nacogdoches, Texas (“SFA”) and Lone Star College System District, a public institute of higher education located in Houston, Texas (“LSC”).

WHEREAS, SFA and LSC are both public institutions of higher education in the State of Texas, each with the mission to provide educational opportunities to students throughout the region,

WHEREAS, SFA endeavors to continue this mission through many of its academic programs, including JacksTeach,

WHEREAS, SFA and LSC seek to partner together on the expansion of JacksTeach to the Lone Star College-Houston North Campus.

NOW THEREFORE, for good and valuable consideration, which is hereby acknowledged, the parties agree as follows:

SFA will offer courses through JacksTeach at the LSC-Houston North Campus in cooperation with LSC faculty.

Selection to the JacksTeach program at the LSC-Houston North Campus will be based on LSC faculty or LSC administration referral. These referred students will have the SFA application fee waived. Referred students will be admitted as transient students with automatic re-instatement each semester as long as they receive a B or higher in the SFA course.

Additionally, students that are referred and that meet the JacksTeach program requirements will not be required to pay tuition and fees for the course.

Although the program is geared towards the referred students, other LSC students may enroll in the courses but will be required to pay proper tuition and fees for each course, if allowed by the JacksTeach program. Standard course prerequisites will continue to apply.

SFA and LSC will coordinate with one another on facilities and infrastructure use to comply with SFA and LSC policies.

LSC will share academic transcripts of students referred through this program with SFA, in compliance with the Federal Family Educational Rights and Privacy Act (“The Buckley Amendment” or “FERPA”), 20 USC 1232 (g). LSC will only share the student data as permitted or required by this Agreement or with permission of the concerned student(s).

Parties agree and understand that further agreements between the Parties may require approval by the Parties’ governing boards.

General Terms

This Agreement shall begin on the date of last signature below and shall renew on an annual basis on the date of execution, not to exceed five years. Both parties shall coordinate on reviewing the program and the terms of this Agreement annually.

Either party may terminate this agreement upon a 30 days written notice to the other party. If the termination notice is sent during an academic semester when students are enrolled in the courses, then the termination will only become effective at the end of the current academic semester.

In signing this Agreement, the individuals acknowledge that they are authorized representatives of each party, permitted to legally bind the entity for the terms and conditions herein.

Neither Party shall use the name, logo, likeness, trademarks, image or other intellectual property of the other Party for any advertising, marketing, endorsement, or any other purposes without the specific prior written consent the other Party as to each such use.

This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, and understanding, oral or written between the parties relating to this Agreement.

Both Parties will adhere to all statutes, court decisions, and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code.

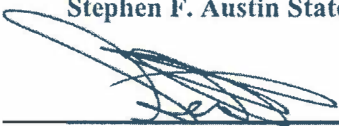
No Party may assign this Agreement or any rights or obligations under this Agreement without the prior written consent of the other Party.

No provision in this Agreement is intended to be a waiver of any governmental immunity of either party.

This Agreement may not be modified except by mutual written agreement of the parties executed subsequent to this agreement.

Any disputes under this Agreement shall be brought in the state and federal courts for Montgomery County, Texas and is governed by the laws of the State of Texas.


Stephen F. Austin State University



Dr. Scott Gordon
President

11/15/21
Date

Lone Star College System District


Stephen Head (Nov 29, 2021 09:15 CST)

Dr. Stephen Head
Chancellor

Nov 29, 2021
Date

APPROVED AS TO FORM
(AS MODIFIED) BY:
Mario K. Castillo
Mario K. Castillo (Nov 29, 2021 08:33 CST)
MARIO K. CASTILLO Nov 29, 2021
GENERAL COUNSEL
LONE STAR COLLEGE