

TUITION BENEFIT AGREEMENT
National American University – South Texas College

This Agreement is entered into by and between **National American University** and **South Texas College**, effective as of the date of the last signature below (the “Effective Date”).

- A. National American University (“NAU”) is an institution of higher learning offering doctoral, master’s, bachelor’s, associate, diploma, and certificate programs. NAU is accredited by the Higher Learning Commission.
- B. South Texas College (“STC”) is an institution of postsecondary education offering bachelor’s, associate, diploma, and certificate programs. STC is accredited by the Southern Association of Colleges and Schools Commission on Colleges.
- C. Both parties wish to enhance the educational opportunities available to STC students who have successfully completed coursework from STC.

In consideration of the foregoing and the terms set forth below, the parties agree as follows:

1. Transfer of Credit

NAU will award credit for qualified courses successfully completed at STC in accordance with NAU’s policies and procedures and the separate articulation agreement between the parties.

2. Tuition Benefit

- (a) Covered Individuals. The tuition benefit applies to (i) STC graduates and alumni; (ii) currently enrolled STC students who have successfully completed at least 12 college-level credits; and (iii) current full-time STC employees and their dependents, in each case who enroll in eligible NAU programs and meet NAU’s standard admissions criteria.
- (b) Rates and Fees. For Covered Individuals, NAU will charge: (1) \$250.00 per credit hour for civilian students enrolled in NAU AAS and BS programs; and (2) \$166.66 per credit hour for active duty, National Guard, and Reserve service members; retired and separated service members; and dependents with an unexpired United States Uniformed Services ID card, as published in NAU policy. Application and transcript-evaluation fees are waived. The reduced tuition rate does not apply to third-party course materials or proctoring fees, if any.
- (c) Rate Stability; Notice of Changes. NAU will not increase the applicable per-credit rate for any Covered Individual for the duration of that student’s continuous enrollment. Changes to published rates for new entrants require at least one hundred twenty (120) days’ prior written notice to STC and will not apply retroactively.
- (d) Stacking. Other institutional scholarships may be combined as permitted by NAU policy; the tuition benefit will not be reduced by other institutional awards unless expressly agreed in writing by STC.

3. Term; Termination; Teach-Out

- (a) Term. This Agreement begins on the Effective Date and continues for three (3) academic years, inclusive of summer terms, and thereafter renews automatically for successive one-year terms unless either party gives at least ninety (90) days’ prior written notice of non-renewal.

- (b) Termination for Cause. Either party may terminate for material breach not cured within thirty (30) days after written notice.
- (c) Termination for Legal/Accreditation Necessity. Either party may terminate immediately if, after good-faith consultation with the other, it reasonably determines that continued performance would violate applicable law or materially jeopardize institutional or programmatic accreditation, state authorization, or Title IV eligibility. The notice will describe the basis with reasonable specificity.
- (d) Convenience Termination. Either party may terminate without cause upon ninety (90) days' prior written notice.
- (e) Teach-Out and Student Protection. Notwithstanding termination or non-renewal, students then enrolled, in good standing, and receiving the tuition benefit will continue to receive the tuition benefit and articulated transfer credit for up to four (4) academic terms or through program completion, whichever occurs first, provided the student maintains continuous enrollment and good academic standing.

4. Education Records; Data Sharing and Security

- (a) FERPA Compliance. STC will disclose student information to NAU only (i) with the student's prior written consent, or (ii) pursuant to another FERPA-permitted basis identified in writing. Periodic bulk transmissions are not required; disclosures will be limited to what is necessary to evaluate transfer credit and administer enrollment.
- (b) Security; Incidents. Each party will safeguard student information using industry-standard administrative, physical, and technical controls, including access controls and encryption in transit and at rest. The recipient will notify the other party in writing within seventy-two (72) hours of confirming any breach or suspected unauthorized disclosure involving such information, cooperate in response, and bear remediation and legally required notification costs to the extent caused by its acts or omissions.
- (c) Use; Subprocessors; Return/Deletion. Student information will be used solely to administer this Agreement and not sold or disclosed to third parties other than subcontractors bound by written agreements imposing protections no less stringent than this Section. Upon request or termination, the recipient will return or securely destroy such information (and certify destruction) unless retention is required by law.

5. Public Statements; Use of Names and Marks

Each party may describe the opportunities provided by this Agreement in marketing or public communications only with the other party's prior written approval in each instance and in accordance with the other party's brand guidelines. Draft materials will be submitted for review; approval will not be unreasonably withheld or delayed.

6. Relationship of the Parties

- a. The parties agree to designate institutional representatives to participate in quarterly meetings to promote the ongoing success of their relationship.
- b. It is expressly agreed and understood by the parties that nothing in this Agreement shall be construed to imply or create any partnership, joint venture, association, or like relationship between the parties. Neither party shall have the power to obligate or bind the other in any manner except to the extent herein provided.

7. General Provisions

- a. Governing Law; Venue

This Agreement is governed by the laws of the State of Texas, without regard to conflict-of-law rules. Exclusive venue for any action arising out of or relating to this Agreement lies in state or federal courts located in Hidalgo County, Texas.

- b. Any notice required or permitted under this Agreement shall be considered effective as of the date sent by certified mail or recognized courier, return receipt requested as follows:

National American University
Attn: Dr. Cindy Mathena
4020 Jackson Blvd., Suite 1
Rapid City, SD 57702

South Texas College
Attn: Dr. Kelli Davis
3201 W. Pecan
McAllen, TX 78501

With a copy to:

National American University
Attn: Office of General Counsel
4020 Jackson Blvd., Suite 1
Rapid City, SD 57702

- c. There is no intent by either party to create or establish third party beneficiary status or rights in any third party and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.
- d. This Agreement may be executed with signatures transmitted via electronic format or portable document format (pdf) and any such signatures shall be deemed originals and may be relied on by the parties for all intents and purposes.
- e. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior oral and written communications between the parties concerning such subject matter and may only be modified by written agreement signed by the parties.
- f. Compliance; Recruitment. Each party will comply with applicable higher-education, state-authorization, consumer-protection, and Title IV requirements. No prohibited incentive-compensation practices will be used to secure enrollments or financial aid, and no on-campus recruiting at STC (including virtual classroom visits) will occur without STC's prior written approval.
- g. Non-Exclusivity; Independent Contractors. The relationship is non-exclusive, and the parties are independent contractors. No third-party beneficiaries are intended.

NATIONAL AMERICAN UNIVERSITY

SOUTH TEXAS COLLEGE

By: _____
 Dr. Cindy Mathena
 President

By: _____
 Dr. Ricardo J. Solis
 President

Date: _____

Date: _____