

TUITION BENEFIT AGREEMENT
National American University – Harper College

This Agreement is entered into by and between **National American University** and **Harper College**, effective as of the date of second 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. Harper College (“HC”) is an institution of higher learning offering associate, diploma, and certificate programs. HC is accredited by the Higher Learning Commission.
- C. Both parties wish to enhance the educational opportunities available HC students who have successfully completed coursework from HC.

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 Harper College in accordance with NAU’s policies and procedures and the separate articulation agreement between the parties.

2. Tuition Benefit

NAU will provide a tuition benefit for Harper College students who successfully completed Harper College coursework and enroll in the following NAU programs:

- a. Paralegal Studies, Bachelor of Science
- b. Professional Legal Studies, Bachelor of Science
- c. Business Administration, Bachelor of Science
- d. Management, Bachelor of Science
- e. Healthcare Management, Bachelor of Science
- f. Criminal Justice, Bachelor of Science
- g. Intelligence Management, Bachelor of Science
- h. Strategic Security and Protection Management, Bachelor of Science
- i. Terrorism and Counterterrorism Studies, Bachelor of Science
- j. Information Technology, Bachelor of Science

The reduced tuition rate is currently: (a) \$330.00 per credit hour for civilian students enrolled in the AAS and BS programs; and (b) \$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 set forth in NAU policies. (The reduced tuition rate does not apply to any applicable fees.)

3. Term

- a. This Agreement will commence on the Effective Date and continue for two full academic years, including summer, and shall automatically renew for three additional one-year terms for a maximum five-year term, unless sooner terminated as set forth below.
- b. Immediate termination will occur if either party in its reasonable discretion determines that this Agreement is contrary to applicable law or regulation. In addition, NAU may immediately terminate this Agreement if, in its reasonable discretion, it determines that the Agreement or activities performed under the Agreement will adversely affect its institutional or

programmatic accreditation, registration, or licensure status, or any institutional or programmatic eligibility to participate in any program of student financial assistance.

- c. Notwithstanding any other provision of this Agreement, either party shall have the right to terminate this Agreement if the other party has breached any provision of this Agreement and such breach is not cured within fifteen (15) days after written notice given in accordance with Section 7.b. below
- d. Notwithstanding any other provision of this Agreement, either party shall have the right to terminate this Agreement after thirty (30) calendar days' prior written notice given in accordance with Section 7.b. below.
- e. In the event this Agreement is terminated in accordance with Section 3.d. above, students then enrolled and in good standing in an NAU program under this Agreement will continue to receive a tuition benefit for a period not exceeding two full academic terms following the date of termination.

4. Education Records

- a. On a quarterly basis, and in accordance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) and related U.S. Department of Education regulations at 34 C.F.R. Part 99, HC will provide to NAU the following information solely regarding students and graduates that have provided written consent to Harper College for such disclosure in connection with a prospective transfer of credits under this Agreement:
 - (1) Name and contact information; and
 - (2) Academic transcript.
- b. Data sharing practices and storage will be consistent the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (FERPA) and NAU and HC policies and procedures for managing student records and other confidential information.

5. Public Statements

The parties may publicize the opportunities and benefits provided by this Agreement on their respective websites, in social media, in printed and electronic materials, and through various presentations, media relations, and events. All promotional materials, presentations, and public statements must be approved by both parties prior to publication.

6. Relationship of the Parties

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. The parties agree that this Agreement will be construed by the laws of the State of South Dakota (exclusive of its conflict of laws provision), and venue for purposes of claims, or litigation shall be Rapid City, Pennington County, South Dakota.
- 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. Ronald Shape
President
5301 Mount Rushmore Road
Rapid City, SD 57701


Harper College
Attn: Dr. Avis Proctor
President
200 West Algonquin Road
Palatine, IL 60067

With a copy to:

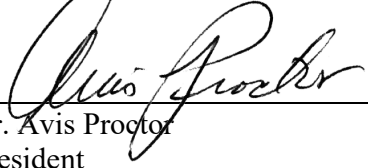
National American University
Attn: Office of General Counsel
5301 Mount Rushmore Road
Rapid City, South Dakota 57701

- 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 in multiple counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
- e. This Agreement contains the entire agreement between the parties and may only be modified in writing by the individuals authorized to execute on behalf of their respective party below or their designees.

NATIONAL AMERICAN UNIVERSITY

By: 
Dr. Ronald Shape
President

HARPER COLLEGE

By: 
Dr. Avis Proctor
President

Date: February 25, 2022

2/24/22
Date: _____