

This Agreement is entered into on October 20, 2012 by and between Grand Canyon University (GCU), with its principal place of business located at 3300 West Camelback Road, Phoenix, Arizona 85017, and City of Glendale, Arizona (Partner), with its principal place of business located at 5850 West Glendale Avenue, Glendale, AZ 85301. This Agreement refers to GCU and Partner collectively as "the parties".

NOW, THEREFORE, in consideration of the mutual promises and covenants herein expressed, the parties do hereby agree as follows.

Purpose of Agreement. GCU shall offer a scholarship to each student that is employed by Partner. The scholarship shall apply to all web-based Bachelor's, Master's or Doctoral degree programs (Programs)

Performance by Partner. Partner shall work with GCU to create and make available to Partner marketing materials that describe and provide prospective students with all relevant information regarding each Program. Partner shall provide any additional services that may be listed in Exhibit A to this Agreement.

Performance by GCU. GCU shall provide the content, instruction, and academic oversight of the above mentioned Programs. GCU shall provide the services listed in Exhibit A to this Agreement. GCU shall also include the Programs in its general marketing efforts and, at the request of Partner, shall conduct periodic marketing efforts specifically targeted at potential students for the Programs. GCU shall also conduct all necessary public relations activities designed to enhance and further the status and reputation of the Programs with Partner's prior consent, and which consent shall not be unreasonably withheld.

Terms of Agreement. This Agreement shall be effective as of the date indicated above and shall remain in effect until terminated by either party. Either party may terminate this Agreement with sixty (60) days written notice. In the event this Agreement is terminated, any and all students enrolled in any of the Programs at the time of termination will be permitted to continue their studies and complete the Programs under the terms specified in this Agreement. This Agreement contains the entire understanding of the parties and replaces all other agreements or understandings, written or verbal, which may be in effect between the parties relating to the subject matter herein this Agreement.

Payment Structure. Students will be assessed tuition at current GCU rates. GCU has the option for direct billing if requested by Partner.

Scholarship Award. For each student that is employed by Partner, GCU will distribute a 5% scholarship per student to go toward their tuition. To claim the scholarship, students must complete a Memorandum of Understanding for Scholarship as part of the GCU application process.

Continuous Enrollment. The scholarship will only be awarded if students remain continuously enrolled in the Program and take the required courses necessary to complete the Program. Continuously enrolled is defined as no breaks greater than fourteen (14) days unless an approved leave of absence has been granted by GCU. Students who do not maintain continuous enrollment will no longer be eligible to receive the 5% scholarship; they will not, however, be obligated to reimburse GCU for the completed courses where the scholarship has been awarded.

Student Educational Records. GCU and Partner recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g). FERPA permits disclosure of student "educational records" to "school officials" that have a "legitimate educational interest" in the information. The federal Family Compliance Office has recognized that institutions can designate other entities, including vendors and consultants, as "other school officials." Designated representatives of Partner will be designated as "other school officials" for purposes of this Agreement. No designated representative of the Party shall disclose student educational records it receives under this Agreement to any third party, except with the prior written consent of the student or as permitted by law. Any disclosures made by Partner will comply with the definition of "legitimate educational interest." Partner agrees and warrants that it shall use student educational records solely to accomplish its obligations under this Agreement and solely in a manner and for purposes consistent with the terms and conditions of this Agreement and GCU's policies and procedures. Partner agrees and warrants that it shall not make any disclosures of student educational records without prior notice to and consent from GCU. If any designated representative discloses or misuses any educational record, GCU and/or Partner will take appropriate action against the designated representative that is similar to action GCU would take against one of its employees who disclosed or misused the educational records of its students.

Independent Contractor. The relationship existing between GCU and Partner under this Agreement is not that of a joint venture or partnership, but is an independent contractor relationship; neither shall be the agent of the other.

EXHIBIT A
PERFORMANCE OF SERVICES BY GCU AND PARTNER

GCU offers content, instruction, and academic oversight of programs through the:

- Ken Blanchard College of Business
- College of Arts and Sciences
- College of Nursing
- College of Education
- College of Doctoral Studies
- College of Fine Arts and Production
- College of Theology

The Program courses will follow the applicable Programs of Study outlined in the current catalog. As improvements are made to the programs, the Program of Study courses may change. However, credit hour requirements will follow the specifications of the current catalog

Partner Benefits Include:

1. Eligible employees shall receive a 5% scholarship on all web-based degree programs. This shall be available as long as this Agreement is in place.
2. GCU shall provide a welcome page for employees interested in learning more about GCU's education offerings.
3. GCU shall provide marketing literature and informational sessions to Partner to promote continuing education and support employee educational goals.
4. GCU shall provide a primary contact within Career Services and make job posting for full time and internship positions available to GCU students for employment.
5. GCU shall provide a local University Development Representative as a primary contact and employee resource.

Partner Requirements Include

1. Partner shall announce the formation of the alliance with GCU to its employees and shall work with GCU to communicate to its employees the benefits and variety of programs offered by GCU.
2. Partner shall add GCU's link to its intranet and/or learning and provide a point of contact within the IT department for web links and internet access.
3. Partner shall work with GCU to provide outreach to employees, such as information sessions at Partner's offices, profiling in Partner's employee newsletters, and other activities as appropriate.

Partner and GCU may issue joint press releases and other announcements with prior approval of both parties.

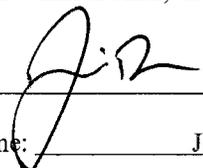
The terms for participation in this Agreement include: i) a term of one year that automatically renews thereafter as long as the obligations of the partnership are met by both parties; ii) 60 days prior written notice of termination by either party (the scholarship shall apply only to those students currently enrolled in GCU at the time of termination); and iii) all tuition and fee rates, admission, academic and other requirements shall be subject to the GCU catalog at the time of the student's admission to GCU.

GCU shall establish a procedure to assist in identifying Partner's employees at the time of application. It is however, the responsibility of the student to identify themselves in order to receive the scholarship available through this Agreement. The scholarship shall only apply to students that are currently employed by Partner. In order to obtain the scholarship, students must complete a Memorandum of Understanding for the scholarship as part of the GCU application process. Once approved, the scholarship cannot be applied with any other scholarship offers from GCU

GRAND CANYON UNIVERSITY

CITY OF GLENDALE, an Arizona municipal corporation

By: 

By: 

Print Name: Stan Meyer

Print name: Jim Brown

Title: Executive Vice President

Title: Interim Human Resources & Risk Management Director

Date: 11/13/12

Date: 10/30/12

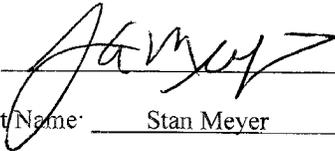
E-Verify. GCU and Partner have registered with and will continue to participate in E-Verify program established by the United States Department of Homeland Security and Social Security Administration or any successor program. GCU and Partner warrant compliance with all federal immigration laws and understand that any breach of this warranty subject the breaching party to penalties, including termination of this Agreement. GCU and Partner have the right to inspect the papers of the other party's employees participating in this Agreement to ensure compliance with this section

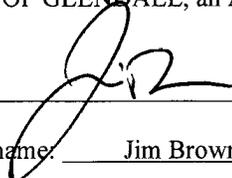
Sudan/Iran Prohibition. GCU and Partner certify, to the extent applicable under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that they do not have "scrutinized" business operations, as defined in the preceding statutory authority, in the countries of Sudan or Iran.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by themselves or by their duly authorized representatives as of the day and date first written above.

GRAND CANYON UNIVERSITY

CITY OF GLENDALE, an Arizona municipal corporation

By 
Print Name: Stan Meyer

By 
Print name: Jim Brown

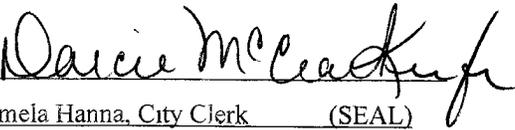
Title: Executive Vice President

Title: Interim Human Resources & Risk Management Director

Date: 11/13/12

Date: 10/30/12

ATTEST.


Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:


Craig Tindall, City Attorney