

EDUCATIONAL ALLIANCE
MEMORANDUM OF UNDERSTANDING

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This Agreement is entered into on April 1st, 2011 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 Milpitas, California (Partner), with its principal place of business located at 1455 East Calaveras Boulevard, Milpitas, California 95035. 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 or a member of Partner. The scholarship shall apply to all online Bachelor's, Master's or Doctoral degree programs (Programs).

Performance by Partner. To the extent possible without affecting business operations, Partner shall provide classroom space (if needed) and support at no charge to GCU. 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 or a member of 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.

Indemnity. GCU shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, contractors, consultants, and volunteers from and against any and all loss, liability, claims, suits, actions damages, and cause of action, including but not limited to those for personal injury, bodily injury, loss of life, or damages to property, or any violation of any federal, state, or municipal law or ordinance, arising from any acts or omissions of GCU or his or her employees, subcontractors, or agents in performing services under this Agreement. The foregoing obligation of GCU shall not apply when the injury, loss of life, damage to property, or violation of law arises solely from the negligence or willful misconduct of the City or its officers, employees, agents, contractors, consultants, or volunteers. For purposes of Section 2782 of the Civil Code, the parties hereto recognize and agree that this Agreement is not for design professional services.

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 Milpitas, California

By: _____

By: _____

Print Name: Stan Meyer

Print name: _____

Title: Executive Vice President

Title: _____

Date: _____

Date: _____

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

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 online degree programs, with a start date in 2011/2012. This shall be available as long as this Agreement is in place, and renewed each year.
2. GCU shall provide marketing literature and informational sessions to Partner to promote continuing education and support employee educational goals.
3. 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 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 learner'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 learner to identify themselves in order to receive the scholarship available through the Partnership. The scholarship shall only apply to learners that are currently employed by Partner.

EXHIBIT B
RELEASE AND PERMISSION TO USE COMPANY LOGO OR TRADEMARK

City of Milpitas, California (Partner) by and through its undersigned authorized representative, hereby gives permission for Grand Canyon University (GCU) to publish and/or use Partner's company logo or registered mark for all purposes connected with the Services. It is understood that GCU may use said logo or mark for advertising relating to GCU, for seminars, symposiums, recruiting of members, published materials relating to GCU, and all other purposes related to GCU and its mission. It is further understood that GCU may use such logo or mark in connection with seminars, speakers, or symposiums, regardless of whether the Partner is a sponsor of said event. GCU may use the Partner's logo or mark for these purposes without further permission or acquiescence by the Partner, and the Partner hereby releases GCU from all liability relating to the publication or use of the logo/mark. The Partner understands and agrees that, if Partner discontinues its membership in GCU, there may still be published materials in use and existence that relate to GCU and that reflect the Partner's logo or registered mark. GCU will use reasonable efforts to replace and update such published materials periodically; notwithstanding, this permission and release by the Partner survives termination of membership in GCU for a reasonable time until such materials are revised.

City of Milpitas, California

By: _____

Print name: _____

Title: _____

Date: _____



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AGREEMENT FOR EDUCATIONAL SERVICES

THIS AGREEMENT is effective as of April 1, 2012, by and between NATIONAL UNIVERSITY, a non-profit, public benefit corporation ("University"), whose address is 11355 North Torrey Pines Road, La Jolla, California 92037-1011, Attn: Richard Carter, Executive Vice President, Administration and Business, telephone (858) 642-8593 and facsimile (858) 642-8711, and the City of Milpitas ("Employer"), whose address is 455 East Calaveras Boulevard, Milpitas CA 95035, Attn: Tom Williams, City Manager, telephone 408-586-3050 and facsimile 408-586-3056.

1. Programs. University will offer the following academic programs to Employer's employees ("Students") at Employer's facility located at 455 East Calaveras Boulevard, Milpitas CA 95035 (the "Facility"): Bachelor's and master's degree interest; disciplines to be determined and addendum added at a later date. (collectively, the "Program(s)"). University's General Catalog ("Catalog") in effect at the time each Student enrolls will govern all Program requirements for Students, including, but not limited to, required courses.
2. Academic Responsibility. University shall have exclusive control over all academic issues, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Students; evaluation of Students' prior education; evaluation of Students' progress; scheduling courses; awarding academic credit; and conferring degrees.
3. Classroom Space and Equipment. Employer will make classroom space and equipment necessary to deliver the Program (e.g., computers, VCRs, overhead projectors, etc.) available at the Facility, as needed and at no charge to University. The parties will arrange use of classroom space and equipment prior to classes being scheduled.
4. Class Size. University will offer the Programs at the Facility for the term of this Agreement unless the enrollment in any Program falls below twelve (12) students during any two (2) consecutive months; in which case, University may terminate the effected Program(s), at its sole discretion.
5. Regulations and Services. Students will be subject to the regulations and policies and entitled to the benefits and services described in the most current version of the Catalog, except that some of the services may only be available at a University campus or center.
6. Tuition. University will charge Students a tuition rate that is 40% less than the University's standard tuition rate currently being charged at the time each course is offered. This rate is subject to normal tuition increases, as indicated in the most current version of the Catalog. University will also charge Students applicable fees and costs. Should Students take courses at any place other than the Facility, the tuition reduction offered in this Agreement will not be applicable and Students will be charged the standard, full tuition rate.
7. Verification of Employment Status. University will permit only those Students who supply University with proof of their employment status to take courses at the Facility at the reduced tuition rate stated in Paragraph Six (6) of this Agreement. University shall provide Employer with the names of all enrollees and Employer shall verify, at least quarterly, that the Students are its current employees.
8. Term. The term of this Agreement shall be two (2) years, commencing on the date first set forth above, provided that either party may terminate this Agreement, without cause, at any time, upon thirty (30) days prior written notice to the other party. If the Agreement is terminated or if the Programs are

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discontinued due to low enrollment, Students may complete the Program(s) at any University campus or center at the standard, full tuition rate.

9. Insurance. University will obtain and maintain a broad form commercial general liability insurance policy acceptable to Employer in the minimum amounts of \$1,000,000 combined single limit and \$2,000,000 general aggregate. The University will provide the Employer with proof of such insurance.
10. Indemnity. Each party will indemnify, defend, and hold harmless the other party (including officers, employees and agents) against all claims, liabilities, damages and costs (including attorneys' fees) arising from or in any way related to this Agreement caused by that party's breach of this Agreement, inaccuracy of representations, or conduct, whether negligent, reckless or intentional. These obligations will continue after the Agreement terminates.
11. Arbitration. Any controversy or claim, whether based on contract, tort, or statute, arising out of or relating to this Agreement will be resolved through binding arbitration by a single arbitrator conducted in San Diego County, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The prevailing party in any arbitration or lawsuit will be entitled to an award of reasonable attorney's fees and expenses.
12. Notices. All notices or other communications given under this Agreement will be in writing and sent to the addressee listed at the beginning of this Agreement (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered personally or by overnight mail, or effective three (3) days after mailing if by certified mail, return receipt requested.
13. Program Promotion. Employer will assist in promoting the Program(s) by disseminating information to employees through Employer's choice of internal mail, e-mail, posting of notices, distribution of brochures, or other methods, with University's prior review of such advertisements. Neither party may use the names, logos, or trademarks of the other party without its prior written consent.
14. Entire Agreement and Severability. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
15. Representations. Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.
16. General Provisions. The Agreement: (a) will be binding and enforceable by the parties and their respective successors or assigns, but not by any individual or organization not a party to this Agreement, including, but not limited to, any Student; (b) may be executed in counterparts and effective with original or facsimile signatures; (c) will be governed by California law; and (d) has been executed at San Diego, California.

CITY OF MILPITAS

By: _____
Mr. Tom Williams
City Manager

Date: _____

NATIONAL UNIVERSITY, a non-profit, public
benefit corporation

By: _____
Richard Carter, Executive Vice President,
Administration and Business

Date: _____