

EDUCATION ALLIANCE

Grand Canyon University and Arizona Western College

This Agreement is entered into by and between Grand Canyon Education Inc. d/b/a Grand Canyon University (GCU), with its principal place of business located at 3300 West Camelback Road, Phoenix, Arizona 85017 and Arizona Western College (Partner), with its principal place of business located at 2020 S. Avenue 8E, Yuma, AZ 85365. This Agreement refers to GCU and Partner collectively as "the parties". This agreement shall replace or supersede all other agreements between 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 & Partner wish to enter into an agreement in which in return for the promises contained herein GCU shall offer a discount to Partner's employees, faculty and Arizona Western College associate degreed graduates (Members) subject to the terms of this Agreement. The discount shall apply to online Bachelor's, Master's or Doctoral degree programs offered by GCU (the "Programs").

Performance by Partner. Partner shall work with GCU to create and make available to Partner's Members marketing materials which describe the Programs and provide Partner's Members with all relevant information regarding each of the Programs. Partner shall also 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 also provide the services listed in Exhibit A to this Agreement.

Terms of Agreement. This Agreement shall be effective when signed by all parties and shall remain in effect until the termination of this Agreement by either party in accordance with the terms below. Either party may terminate this Agreement with sixty (60) days written notice. In the event this Agreement is terminated, any student 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, provided such student maintains continuous enrollment with no breaks greater than 14 days unless an approved leave of absence has been granted by GCU. 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.

Partner Discount. To claim the discount, Partner's Members must complete a Memorandum of Understanding in the form attached hereto as Exhibit B (the "MOU") as part of the GCU application process and submit that MOU with their application for approval by GCU in its sole and absolute discretion. The discount cannot be used in conjunction with any other discounts, scholarships, awards, promotions and/or other programs offered by GCU. MOU's submitted after the application process will not be honored. This discount shall be available as long as this Agreement is in place and student remains employed by Partner or is a verified graduate of Arizona Western College.

Continuous Enrollment and Minimum Scholastic Achievement. The discount will only be awarded to students that 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 discount; they will not, however, be obligated to reimburse GCU for the completed courses where the discount has been awarded. Recipients must also maintain a minimum grade point average as outlined in the attached MOU.

Conflict of Interest. In accordance with Arizona Revised Statutes Section 38-511, this agreement may be canceled for conflict of interest.

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

ARIZONA WESTERN COLLEGE

By: [Signature]
Print Name: Stan Meyer
Title: Chief Operating Officer
Date: 10/30/14
SBA - Online

By: [Signature]
Print name: Dr. Glenn E. Mayle
Title: President
Date: 10/13/2014

EXHIBIT A

PERFORMANCE OF SERVICES BY GCU AND ARIZONA WESTERN COLLEGE

GCU offers content, instruction, and academic oversight of the Programs through the College of Business, College of Doctoral Studies, College of Education, College of Fine Arts and Production, College of Humanities and Social Sciences, College of Nursing and Health Care Professions, College of Science, Engineering and Technology, and College of Theology.

The Programs' courses will follow the applicable Programs of Study outlined in the current catalog, which can be viewed by visiting <http://my.gcu.edu>, and clicking on 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.

GCU Requirements Include:

1. GCU shall grant eligible Partner's employees, faculty and Arizona Western College associate degreed graduates (Members) a discount in the form of a ten percent 10% discount off of current GCU Catalog tuition prices for the Programs (the "Partner Discount"). This Partner Discount shall be available as long as this Agreement is in place and student is employed by Partner or is a verified graduate of Arizona Western College. GCU reserves the right to change the pricing in its Catalog at any time and the Partner Discount will be applied only as an offset to tuition stated in the Catalog. The Partner Discount cannot be used in conjunction with any other discounts, scholarships, awards, promotions and/or other programs offered by GCU.
2. The Partner Discount applies to all Partner Members who are currently enrolled in a GCU degree program, or who become GCU students on or after the effective date of this Agreement. GCU shall provide a welcome page to Partner for Members 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 Members' educational goals. 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.
4. GCU shall provide a local University Development Representative as a primary contact and Partner resource.
5. GCU shall establish a procedure to assist in identifying Partner's Members at the time of application. It is however, the responsibility of the Partner's Members to identify themselves in order to receive the Partner Discount available through the Partnership.

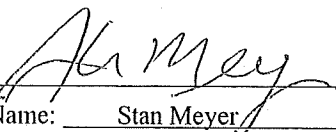
Partner Requirements Include:

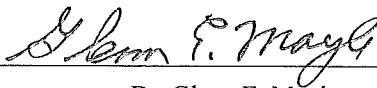
1. Partner shall announce the formation of the alliance with GCU to its Members and shall work with GCU to communicate to its Members the benefits and variety of programs offered by GCU.
2. Partner to allow access to present information regarding GCU programs to Partner Members via information meetings at least once a quarter.
3. Partner shall also work with GCU to provide outreach to Members, including but not limited to informational webinars, posting of flyers, profiling in Partner's employee/student newsletters, and other activities as appropriate.

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

GRAND CANYON UNIVERSITY

ARIZONA WESTERN COLLEGE

By: 
 Print Name: Stan Meyer
 Title: Chief Operating Officer
 Date: 10/30/14

By: 
 Print name: Dr. Glenn E. Mayle
 Title: President
 Date: 10/13/2014



GRAND CANYON UNIVERSITY™

Memorandum of Understanding Arizona Western College Educational Alliance Discount

Congratulations on your decision to continue your educational goals with Grand Canyon University. In keeping with the University's long-standing tradition of providing excellent educational programs, we are excited to offer you the *Arizona Western College Educational Alliance Discount*. This discount is only valid for applicants who are employees, faculty or graduates of Arizona Western College, submit a complete application for a program starting and commit to continuous enrollment.

By committing to start your Bachelor's, Master's, or Doctoral degree program through any of our online offerings, Grand Canyon University will offer you a 10% discount off the catalog tuition rate per course for your program. All promotional discounts will be applied at the same time the tuition charges occur.

We are pleased to extend this discount to you, however, you must meet these minimum requirements; In order to remain eligible for this tuition discount you must also maintain continuous enrollment in your program of study. Continuous enrollment is defined as no breaks greater than 14 days unless an approved leave of absence has been granted by Grand Canyon University. In an *undergraduate program*, you must maintain Satisfactory Academic Progress (minimum 2.0 GPA) as indicated in the University catalog throughout your program; in a *graduate program*, you must maintain Satisfactory Academic Progress (minimum 3.0 GPA) as indicated in the University catalog throughout your program.

By signing this document, you understand that if you are unable to start your program, this offer will no longer be valid and the promotion will not be applied.

This promotion *cannot* be used in conjunction with any other GCU promotions/awards. This promotion will be applied toward your tuition only, and you will not receive funds in excess of your charges.

By signing this agreement, I acknowledge that all prior promotions and/or special tuition offers are null and void. The University will honor the Memorandum of Understanding with the most recent issue date.

NOTE: This MOU must be attached to your application for admission for it to be valid regardless of signatures or any oral statements made.

Name: _____ Date: _____

Signature: _____