

## **AGREEMENT FOR CONTRACTED EDUCATION SERVICES**

This AGREEMENT is made, entered into as of the 1<sup>st</sup> day of September, 2009 (Effective Date),

**BETWEEN:**

**U.S. COLLEGE COMPASS, LLC**, an educational consulting company incorporated under the laws of California, U.S.A., located at 8907 Warner Avenue Suite 108, Huntington Beach, CA, USA 92647, hereinafter referred to as "**COMPANY**",

-and-

**GUANGZHOU XIANGJIANG SCHOOL**, a private high school from 10<sup>th</sup> to 12<sup>th</sup> grade, located at Jade-Green Island Xintang Zhen, Zengcheng, Guangdong, China 511340, hereinafter referred to as "**SCHOOL**",

**WHEREAS**, the COMPANY is authorized by **COAST COMMUNITY COLLEGE DISTRICT** (hereinafter referred to as "**DISTRICT**"), a leading multi-college district located at 1370 Adams Avenue, Costa Mesa, CA United States 92626, to deliver contract instruction and consultation services to the SCHOOL, conducted by Coastline Community College (hereinafter referred to as "**COASTLINE**"), as components of SCHOOL's three-year China Early College High School Program (hereinafter referred to as "**PROGRAM**");

**WHEREAS**, DISTRICT is authorized by Section 55170 of Title 5 of the California Code of Regulation and Section 78021 of the California Education Code to conduct Contract Instruction and Consultation Serviced to serve community needs;

and **WHEREAS**, SCHOOL desires to contract with the COMPANY for college level transferable-credit classes and services as stated herein for service fees agreed herein by both PARTIES, to provide training and prepare the SCHOOL's students to apply for and obtain admission to leading U.S. colleges and universities upon graduating from the PROGRAM.

**NOW, THEREFORE** in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, it is agreed by both parties hereto as follows:

### **ARTICLE 1**

#### **GOALS AND PARTIES' RIGHTS AND DUTIES**

##### **1.1 Goals**

**1.1.1** COMPANY agrees to deliver ESL classes, conducted by COASTLINE's ESL instructors, to all students at the SCHOOL. Enrolled students who pass placement tests required by both the SCHOOL and COASTLINE will be admitted by COASTLINE.

**1.1.2** Students enrolled in the PROGRAM are eligible to take up to 30 college level transferable-credit courses offered by COASTLINE, and students who finish 30 credits are offered the option to

complete the remaining credits towards an A.A. (Associate of Arts) degree at COASTLINE's campus in California. Transferable credits and A.A. degree granted by COASTLINE are transferable to and recognized by, but not limited to, the four-year colleges and universities listed in Exhibit A. Students who complete at least 60 credits, and meet the minimum GPA requirement are eligible to apply for transfer as juniors into four-year colleges.

## **1.2 COMPANY RIGHTS AND DUTIES**

- 1.2.1 **Subject Courses and Services** COMPANY is authorized by COASTLINE to enter into this agreement, and agrees to deliver college level transferable credits courses, counseling services, ESL classes, staff training and other services conducted by COASTLINE, with outlined schedule for the 2009 fall semester in Exhibit A, and following semesters in Exhibit B, attached herein. The COMPANY ensures that COASTLINE deliver courses and services in accordance to the schedule outlined herein.
- 1.2.2 **COASTLINE Staff** COMPANY ensures that the personnel assigned by COASTLINE to develop, coordinate the PROGRAM, and conduct the education and service(s) provided for herein, will be certified in accordance with the standards on file with DISTRICT and/or by documented experience and credentials are acceptable to SCHOOL.
- 1.2.3 **Transferring to Four-Year College** California community college students, who intend to transfer to University of California system, are offered the first transfer admission priority over other transfer applicants. Coastline's faculty prepare students, who intend to apply for universities outside of California with individualized learning plans and counseling. COMPANY provides guidance and assistance to enrolled students for successful transfer.

## **1.3 SCHOOL'S RIGHTS AND DUTIES**

- 1.3.1 **Permits** The SCHOOL agrees to apply for and obtain the required licenses and permits at the local Chinese educational and government agencies, and to assist COMPANY and COASTLINE's staff to obtain visas, and ensures the launch of the PROGRAM on September 1<sup>st</sup> 2009.
- 1.3.2 **Marketing and Administration** SCHOOL is responsible for ongoing program marketing campaign, student admission, local staff recruiting and training, daily school administration, Chinese high school curriculum instruction, school facility and equipment, and all the related costs, and ensures the smooth operation of the PROGRAM.
- 1.3.3 **Academic Year 2009** The SCHOOL plans to recruit one hundred and twenty (120) 10<sup>th</sup> grade students for the 2009 academic year starting on September 1<sup>st</sup> 2009, and each class has maximum of thirty (30) students.
- 1.3.4 **Staff Housing and Transportation** The SCHOOL provides furnished one-bed room and/or two-bed room units for instructors and administration staff sent by COASTLINE at the Jade-Green Island community Condominium, as well as local transportation during their teaching

assignment at the SCHOOL. A private condominium unit shall be offered for instructors who travel with spouse.

**1.3.5 Collaboration** SCHOOL agrees to collaborate with COMPANY and COASTLINE's staff to develop and coordinate the PROGRAM and services specified herein.

**1.4 For both Parties**

**1.4.1 Dual Enrollment** COMPANY and SCHOOL agree to apply dual enrollment procedure, under which only students who meet the admission requirements set by both the SCHOOL and COASTLINE are qualified to take the college level classes from COASTLINE. COASTLINE uses ACT Compass exams and TOEFL test to determine students' qualification to enroll in college level courses. Students who meet the COASTLINE's minimum score requirement for either test will be admitted into COASTLINE. It should be expressed in the admission letters that students could take up to 30 college level transferable courses at the SCHOOL, and students who complete 60 credits and meet other graduation requirement set by COASTLINE will be granted with A.A. degree, with which students are eligible to apply for transfer to a four-year college.

**1.4.2 ACT Compass and Test and TOEFL minimum requirement**

**ACT Compass Test:**

- With scores of 71% - 79% (equivalent to paper-based TOEFL 450, or IBT TOEFL 45, or CBT TOEFL 133), student are eligible to take one college level transfer course for the second semester, and are required to continue to take ESL course.
- With scores of 80%-85%, students are eligible to take one college level transfer course for the second semester, and are required to continue to take ESL writing courses.
- With scores of 86% or above, students are eligible to take college level transfer courses.

**TOEFL requirement:**

Paper-based TOEFL 450, or IBT TOEFL 45, or CBT TOEFL 133

**Article 2  
Fees and Payments**

**2.1** [REDACTED]

**2.2** [REDACTED]

[REDACTED]

**2.3 Payment Schedule** For courses and services scheduled to deliver in 2009 fall semester, SCHOOL shall make payments in accordance to the schedule as follows:

- Thirty percent (30%) of total payment due determined by in accordance to term 2.2  
Payments:

Due on the 10<sup>th</sup> day one month after the SCHOOL enrollment starts, no later than  
September 1<sup>st</sup>, 2009;

- Forty percent (40%) of total payment due determined by in accordance to term 2.2  
Payments:

Due on October 1<sup>st</sup>, 2009;

- Unpaid balance based on the final tuition income as of the due date:

Due on November 1<sup>st</sup>, 2009.

Contract fees for following semesters are due within one month after instruction starts.

All payments are marked and made in U.S. Dollars. The SCHOOL and COMPANY follow the procedures regulated by foreign exchange authorities in China. SCHOOL makes payments upon receiving of invoices from the COMPANY. For the purposes of this Clause, "paid" shall mean that funds are wire transferred to the COMPANY's designated bank account and are available for immediate use by the COMPANY. SCHOOL agrees to make payments by wire transfer in accordance with the instruction specified herein:

Bank: [REDACTED]  
Account Name: [REDACTED]  
Routing Number: [REDACTED]  
Swift Code: [REDACTED]  
Account Number: [REDACTED]

**2.4 Failure in Payment** If SCHOOL fails to make the payment due to COMPANY pursuant to this Agreement in Section 2.2 Payments, within seven (7) days of the due date, COMPANY shall have the right to suspend performance of COMPANY's obligation under this Agreement forthwith, until such time as all sums due and payable are paid in full.

**2.5 Currency Conversion** All currency conversions made under this Agreement will be made using the applicable average daily exchange rate for the applicable period as published by internationally recognized source as may be agreed by the Parties in writing.

**Article 3**

## **Breach of Contract**

**3.1** COMPANY ensures that COASTLINE obtain approval from the accreditation association to deliver transferable credit courses at the SCHOOL, otherwise SCHOOL may terminate the AGREEMENT, and COMPANY shall refund fees paid related to unperformed services to the SCHOOL, and shall compensate the SCHOOL for any direct loss caused, including but not limited to tuition, and legal fees.

**3.2** The COMPANY ensures that COASTLINE perform the obligation stated herein, including sending qualified instructors and staff to the SCHOOL, offering college level transferable credit bearing courses to students who meet the dual enrollment requirement, and ensures the validity of the transferable credits and A.A. degree. If the COMPANY fails to fulfill these obligations, COMPANY shall compensate the SCHOOL for any direct loss caused, including but not limited to tuition, and legal fees.

**3.3** SCHOOL shall make payment to the COMPANY in accordance to the fees and payments terms specified in Article 2, if COMPANY and COSTLINE perform their obligation stated herein. If SCHOOL fails to fulfill the payment terms, SCHOOL shall compensate the COMPANY for any direct and indirect loss caused.

**3.4** Any party shall compensate the other party for any loss caused by violating any confidentiality terms stated in Article 5.

## **Article 4**

### **Duration, Termination, and Amendment**

**4.1 Duration** This Agreement is effective from Effective Date mentioned at the beginning of this Agreement for a period of three (3) years thereafter, with renewal option for additional terms, with request from SCHOOL in writing at least sixty (60) days prior to the expiration of the then current term.

**4.2 Amendment or Modification** Classes and services outlined in Exhibit B may be amended after COASTLINE assesses students' performance during Fall 2009 semester, upon approval by both parties in writing. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing, signed by duly authorized officers from both Parties.

**4.3 Termination** Either Party may terminate this Agreement in the event of the other Part's material breach of this Agreement upon thirty (30) days written notice to the other Party if such material breach remains uncured after the expiration of the thirty (30) -day notice period.

## **Article 5**

### **Confidentiality and Discrimination**

**5.1 Confidentiality** Each party (a "Receiving Party") understands that the other Party (the "Disclosing Party") may disclose to the Receiving Party information under this Agreement of a confidential nature

including, without limitation, the Program design, pricing, financial information or other materials that is (a) clearly and conspicuously marked as “confidential” or with similar designation; (b) is identified by the Disclosing Party as confidential and/or proprietary before, during, or promptly after presentation or communication; (c) is disclosed to Receiving Party in a manner in which the Disclosing Party reasonably communicated, or the Receiving Party should reasonably have understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation “confidential” or any similar designation is used (“Confidential Information”).

**5.2 Disclosure and Use** Except with the prior written consent of the Disclosing Party, neither Party shall disclose any Confidential Information of the Disclosing Party other than to its own officers, directors, employees, attorneys, accountants, financial advisors and contractors who are actively involved in fulfilling the obligations and/or exercising the rights of the Receiving Party under this Agreement.

**5.3 Discrimination** Both Parties agree that they will not unlawfully discriminate in the selection of any student or teacher to receive instruction pursuant to this AGREEMENT because of that student's race, creed, national origin, religion, sex, sexual preference, marital status, age, disability, and/or medical condition.

## Article 6

### MEDIATION, ARBITRATION AND MISCELLANEOUS

**6.1 Mediation and Arbitration** Both parties agree to make a good faith effort at mediating any dispute prior to filing a claim for arbitration. All and any disputes or differences arising out of this Agreement, or the breach, termination, or invalidity thereof, shall be submitted to China International Economic and Trade Arbitration Commission, South China Sub-commission for arbitration, which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

**6.2 Entire Agreement** The Agreement supersedes any other prior or collateral agreements, whether oral or written, with respect to the subject matter hereof. This Agreement (including two exhibits thereto) constitutes the entire agreement with respect to the subject matter hereof, and any terms contained.

**6.3 Publicity** No Party may make any public announcement or issue any press release about the existence or terms of this Agreement without the other Party's prior written consent. Any and all public announcements and press releases regarding the existence and terms of this Agreement, and the method of its release shall be approved in advance of the release, in writing, by both Parties.

**6.4 Language** This AGREEMENT is written in two language versions, one in English and one in Chinese, each of which shall be deemed equally authentic. In case of any contradiction between versions, the English version prevails.

**6.5 Counterparts** Each Party will receive two duplicate original of the counterpart copy. Both Parties will each deliver original execution copies of this Agreement to one another as soon as practicable following execution thereof.

**IN WITNESS WHEREOF**, the Parties to this Agreement by their duly authorized representative have executed this Agreement as of the Effective Date mentioned above in the beginning of this Agreement.

**U.S. COLLEGE COMPASS, LLC**

**GUANGZHOU XIANGJIANG SCHOOL**



By: Felicia Jao / President  
[Print Name]/ [Title]



By: Chen Jinghui / Principal  
[Print Name]/ [Title]

## **EXHIBITION A**

### **Instruction Classes and Educational Services Outline for FALL Semester 2009**

COMPANY agrees to assess and prepare students enrolled to the PROGRAM for admission to Colleges or Universities in United States by providing ESL classes, college level transferable credits courses, academic assessment, counseling, college preparation, and faculty development services, conducted by COASTLINE's faculty. COASTLINE's onsite instruction and administration staff shall assess students' academic and English proficiency, and work with the SCHOOL's staff during the fall semester in 2009, in order to better design and improve the program for following years.

The COMPANY guarantees that students, who are enrolled into the Program, and complete courses outline in Exhibit B and total of sixty (60) credits, and meet other academic requirement set by COASTLINE, shall be eligible to be granted with A.A. (Associates of Arts) degrees by COASTLINE.

Transferable credits and A.A. degree granted by COASTLINE are transferable to and recognized by, but not limited to, the four-year colleges and universities listed as follows:

- 1 University of California at Los Angeles
- 2 University of California at Berkeley
- 3 Stanford University
- 4 University of California at Irvine
- 5 University of California at San Diego
- 6 University of California at Davis
- 7 University of California at Riverside
- 8 University of California at Merced
- 9 University of Southern California
- 10 University of California at Santa Barbara

#### **Placement Test**

ACT Compass test and COASTLINE's placement test are scheduled on August 22<sup>nd</sup> 2009. Tests shall be offered online, and organized and supervised by SCHOOL's staff. Results will be transferred to COASTLINE through internet for evaluation, and ESL classes planning purposes.



## Fall Semester 2009

### 13-week time frame (September 21<sup>st</sup> -December 20<sup>th</sup> 2009)

- **ESL (English as Second Language) Classes**

COASTLINE provides onsite ESL instruction to all students who meet the SCHOOL's admission requirement. The goal is to improve students' English language proficiency for admission to Coastline's college level transfer courses. COASTLINE reassesses students' English proficiency using COASTLINE's placement test or TOEFL by the end of the first semester. Students who pass the test are eligible to enroll into COASTLINE's college level courses, and considered meeting the dual-enrollment requirements; students who do not pass the test are required to continue to take ESL until requirements are met.

- On site classes
- ESL classes are not college credits classes
- Each ESL instructor accommodates up to total of ninety (90) students, three (3) classes of thirty (30) students maximum per week
- About thirty (30) hours of instruction per week for each ESL instructor
- Materials are included.
- Additional costs may apply if more than ninety (90) students need to be accommodated. SCHOOL shall notify the COMPANY thirty (30) days in advance in writing, if more than ninety (90) students needed to be accommodated.

- **Onsite College Preparation Workshops Part One**

- To introduce students to U.S. college application overview, college exploration, test and admission requirements, and strategies for successfully U.S. college admission
- Eight (8) total hours workshops per class provided by a college counselor; two (2) hours per class per week for four (4) weeks

- **Faculty Development**

- COASTLINE instructor will provide professional development training to the SCHOOL faculty specific to service learning requirements necessary for US college admission
- Training will be conducted in English.
- Include six (6) total hours of instruction and materials.

-End of Exhibit A-

## **Exhibit B**

### **Instruction Classes and Educational Services Outline for Subsequent Semesters**

During 2009 Fall semester, COASTLINE shall apply for approval from the accreditation association to deliver transferable credit courses at the SCHOOL. Classes and services outlined in Exhibit B may be amended after COASTLINE assesses students' performance during Fall 2009 semester, upon approval by both parties in writing.

#### **Spring Semester 10<sup>th</sup> Grade Students (End of February through end of June 2010)**

- **ESL Courses**
  - ESL courses will be offered if needed to continue English language classes.
  
- **Onsite Classes**
  - One (1) transferable class for students who are enrolled both to the SCHOOL and COASTLINE.
  - Course will be taught hybrid to include onsite and online delivery to engage the students in COASTLINE's distance learning courses.
  
- **Academic Counseling**
  - Advisement services will be provided from the U.S. to students using various methods of delivery to include online, live chat, email and telephone.
  - Each class will be dedicated four (4) hours per week of live/scheduled time to access the counselor.

#### **Summer 10<sup>th</sup> Grade Student (Summer 2010)**

- Coastline faculty will teach two (2) onsite hybrid courses to students. Courses meet requirements for transfer and meeting the ILPs of the students.

#### **Fall Semester 11<sup>th</sup> Grade Students (Fall 2010)**

- **ESL Courses**
  - ESL courses will be offered to 11<sup>th</sup> grade students if needed to continue English language classes to meet COASTLINE's enrollment requirement.
  
- **Onsite Courses**

- Two (2) onsite subject courses will be delivered
- **Academic Counseling**
  - Advisement services will be provided from US to students using various methods of delivery to include, online, live chat, email and telephone.
  - Each class will be dedicated four (4) hours per week of live/scheduled time to access the counselor.
- **Onsite Advisement Services (2nd 8-week)**
  - COASTLINE's counselor will provide onsite assessment services and develop individualized learning plans (ILP's) for all students.
- **Onsite College Preparation Workshops Part Two**
  - The second college preparation workshop focuses on detailed college admission requirements, tests preparation, and assist students to set forth customized application plans and schedules.

#### **Spring Semester, 11<sup>th</sup> Grade Students (Spring 2011)**

- **ESL Courses**
  - ESL courses will be offered to 11<sup>th</sup> grade students if needed to continue English language classes to meet COASTLINE's enrollment requirement.
- **Onsite Courses**
  - Three (3) transferable classes for students who are enrolled both to the SCHOOL and COASTLINE.
  - Course will be taught hybrid to include onsite and online delivery to engage the students in COASTLINE's distance learning courses.
- **Academic Counseling**
  - Advisement services will be provided from US to students using various methods of delivery to include, online, live chat, and telephone.
  - Each class will be dedicated four (4) hours per week of live/scheduled time to access the counselor.
  - Email access will be available as needed.
- **Onsite College Preparation Workshops Part Three**

- The third college preparation workshop focuses on college selection, application essay writing, recommendation letters, tests, and individual college preparation counseling, etc.
- ILP reviews and updates

**Summer, 11<sup>th</sup> Grade Students (Summer 2011)**

- **Summer Session: Students entering 12<sup>th</sup> grade travel to United States**
  - Two (2) courses will be offered at the COASTLINE campus.
  - Local housing and transportation will be arranged.
  - Tour of few selected U.S. colleges and universities across the country will be organized by the COMPANY
  - Extracurricular activities, such as sightseeing, sports, picnics, and parties will be organized after classes by the COMPANY
  - A summer program coordinator will travel with students.
  - Costs of traveling, lodging, food, transportation, and all related expenses would be charged separately, in addition to tuition.

**Fall Semester, 12<sup>th</sup> Grade Students (Fall 2011)**

- **ESL Courses**
  - ESL courses will be offered to 12<sup>th</sup> grade students if needed to continue English language classes to meet COASTLINE's enrollment requirement.
- **Onsite Courses**
  - Three (3) onsite subject courses will be delivered
- **Academic Counseling**
  - Advisement services will be provided from US to students using various methods of delivery to include, online, live chat, and telephone.
  - Each class will be dedicated four (4) hours per week of live/scheduled time to access the counselor.
  - Email access will be available as needed.
- **Onsite Advisement Services (2nd 8-week)**
  - COASTLINE's counselor will provide onsite assessment services and develop individualized learning plans (ILP's) for all students.

- **Onsite College Preparation Workshops Part Four**

- The third college preparation workshop focuses on college selection, application essay writing, recommendation letters, tests, and individual college preparation counseling, etc.
- ILP reviews and updates

**Spring Semester, 12<sup>th</sup> Grade Students (Spring 2012)**

- **Onsite Courses**

- Three (3) transferable classes for students who are enrolled both to the SCHOOL and COASTLINE.

- **Academic Counseling**

- Advisement services will be provided from US to students using various methods of delivery to include, online, live chat, and telephone.
- Each class will be dedicated four (4) hours per week of live/scheduled time to access the counselor.
- Email access will be available as needed.

-End of Exhibit B-