Memorandum of Understanding

Between

COAST COMMUNITY COLLEGE DISTRICT (COASTLINE COMMUNITY COLLEGE)

And

GUANGZHOU XIANG JIANG HIGH SCHOOL

1. General
2. This Memorandum of Understanding (MOU) defines the relationship between the COAST COMMUNITY COLLEGE DISTRICT (COASTLINE COMMUNITY COLLEGE), a California public education agency, hereinafter referred to as “District”, and Guangzhou Xiang Jiang High School, a private school located in Guangdong Province, China, hereinafter referred to as “Xiang Jiang.”
3. Xiang Jiang has expressed its intent to serve as a host school for the Education Bound United States (EBUS) program, an international high school to college program designed by District and modeled after the best practices of the Coastline Early College High School program.
4. District recognize that Xiang Jiang has established a separate agreement with US College Compass, Inc., a California Corporation, herein referred to as USCC, outlining the financial obligations of Xiang Jiang for the delivery of the EBUS program at Xiang Jiang. District also recognizes that Xiang Jiang has expressed permission to USCC to act on their behalf in the administration of the services to be provided at Xiang Jiang.
5. Xiang Jiang recognizes that the District has entered into a Contract Education Services Agreement (herein included as Attachment A) with USCC for District to provide the assessment, counseling and educational services requested by Xiang Jiang and that USCC is serving as the fiscal agent and liaison between USCC and District in the delivery of the educational services.
6. The execution date of this MOU is XXXXX which shall remain in effect through the duration of the Service Agreement between USCC and District.
7. Purpose and Intent

1. The purpose of this MOU is to establish how Xiang Jiang and District will administer and provide the educational services offered in the EBUS Program to the students of Xiang Jiang.
2. Scope of Agreement
3. District and Xiang Jiang hereby agree to assume the following obligations under this MOU:

I. District Obligations

1. The District shall serve as the proprietor and managing institution of the EBUS program to include the design, development and delivery of the program and services incorporated within the EBUS model.

2. The District shall identify, hire, and oversee the management and administrative support personnel for the EBUS program.

3. The District shall identify, hire, and oversee the onsite coordinator who shall be responsible for all onsite EBUS activities in China including daily oversight of college EBUS operations, personnel, class scheduling, course facilitation, and any other matters related specifically to the EBUS program.

1. The District shall convene the EBUS Advisory Committee to include representation from USCC, Xiang Jiang and the District for the purpose of providing updates on program accomplishments, addressing issues and concerns, and strategically planning marketing and recruitment strategies for continual growth and quality delivery.
2. The District shall maintain all student and financial records related to the educational and counseling services delivered.

6. District shall both independently, and in conjunction with the Xiang Jiang, develop marketing materials in print and alternate media forms, for use in promoting the EBUS program to potential students.

II Xiang Jiang Obligations

1. Xiang Jiang shall serve as a host high school recruiting students on behalf of the District and its EBUS program.
2. Xiang Jiang understands and agrees to the standards set forth in the District’s Partnership Requirements (Attachment B).
3. Xiang Jiang will provide all aspects of their high school educational program according to their country’s education standards.

4. Xiang Jiang shall provide administrative support and shall meet weekly, or more frequently as needed, with the onsite coordinator in planning, facilitating and administering the EBUS program in collaboration with the high school program.

5. Xiang Jiang shall provide housing for all onsite “visiting” ESL faculty, college course faculty, facilitators, counselors and visiting administrators. Include housing specifications in an attachment.

6. Xiang Jiang shall facilitate acquisition of Chinese government required visa and/or work permits for all visiting faculty, facilitators and counselors.

7. Xiang Jiang shall hold and maintain during the performance of this Agreement all applicable licenses, permits, and/or certificates necessary for performance of services under this Agreement

8. Xiang Jiang shall both independently, and in conjunction with the District, recruit students and develop marketing materials in print and alternate media forms, for use in promoting the EBUS program to potential students. The District shall approve all promotional and/or marketing materials prior to any materials being published or used when Coastline or EBUS is referenced in those materials.

9. Xiang Jiang shall in conjunction with the District establish a policy committee to establish and enforce any and all mutually agreed upon policies for the operation of the combined programs; including, but not limited to, disciplinary policies and procedures.

III. Compliance with Applicable Law and Accreditation Standards

1. The EBUS Program, and all activities related thereto, shall comply with all applicable federal and state laws, statutes, ordinances, regulations, rules, including the District’s governing Board’s Policies and Procedures.
2. The EBUS Program, and all activities related thereto, shall comply with all applicable accreditation standards necessary for the District to maintain its accreditation.
3. Each Party hereto agrees to promptly take all actions necessary to maintain the District’s existing accreditation as it relates to the EBUS program, and to take all reasonable actions necessary to meet the accreditation standards and compliance with applicable federal and state law, statutes, ordinances, rules, regulations, including the District’s governing Board’s Policies and Procedures.

4. Each Party agrees that courses offered for credit pursuant to this Agreement will remain under the sole and direct control of Coastline Community College which exercises ultimate and continuing responsibility for the courses, and that the courses meet the usual standards of the College.

5. Each Party recognizes the District holds the rights to Education Bound United States……..

IV. Term and Termination

1. This Agreement shall take effect on \_\_\_\_, 2011, or upon the latest dated signature of the Parties, whichever shall last occur. This Agreement shall terminate on \_\_\_\_\_\_. The Parties agree this Agreement may only be extended or amended in writing, and only upon approval of the Parties respective governing boards.

VIII. Ownership and Copyrights

1. The District shall hold any and all rights in, and flowing from the EBUS Program, including, but not limited to any and all copyrights, trademarks, and trade names throughout the world in perpetuity.

2. With respect to the EBUS Program, the District represents and warrants to Jiang Xiang that for copyright purposes, the District shall be the sole author thereof and the exclusive proprietor of rights thereto; except for material for which acknowledgements to other sources are provided (and for which permissions are obtained by the District, where necessary).

IX. Administrative Supervision and Liaison

1. District and Xiang Jiang shall provide administrative supervision and liaison with each other in the performance of this Agreement.

2. The Program Manager for the District will be Laurie Melby, Director, of EBUS Programs, (714) 241-7522 or her designee.

3. The Program Manager for Xiang Jiang shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, phone; Secondary contact shall be\_\_\_\_\_\_\_\_\_\_\_\_\_.

To Campus: Coastline Community College

11460 Warner Avenue

Fountain Valley, CA 92708

Attn: Joycelyn Groot

With a copy to: Coast Community College District

1370 Adams Avenue

Costa Mesa, CA 92626

Attn: Vice Chancellor, Administrative Services

To Xiang Jiang: Guangzhou Xiang Jiang High School

Jade-Green Island Xintang Zhen

Zengcheng Shi, Guangdong, P.R. China 511340

Attn: Principal Chen

And/or such other persons or places as either of the Parties may hereafter designate in writing. All such notices personally served delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposit in the mail.

Wherefore, the Parties have agreed to the foregoing obligations as set forth by their written consent thereto below.

COAST COMMUNITY COLLEGE DISTRICT GUANGZHOU XIANG JIANG HS

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Jerry Patterson Mr. Chen

President, Board of Trustees Principal

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Frank Jao

President/CEO

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_