

**INTERNATIONAL CONTRACT EDUCATION
MARKETING, OUTREACH AND RELATIONSHIP DEVELOPMENT
CONSULTANT AGREEMENT**

Between

COAST COMMUNITY COLLEGE DISTRICT
(Coastline Community College)

And

U.S. COLLEGE COMPASS, LLC

This INTERNATIONAL CONTRACT EDUCATION MARKETING, OUTREACH AND RELATIONSHIP DEVELOPMENT CONSULTANT AGREEMENT (hereinafter “**Agreement**”) is entered into by the COAST COMMUNITY COLLEGE DISTRICT (COASTLINE COMMUNITY COLLEGE), a California public education entity, (hereinafter “**District**”), and U.S. COLLEGE COMPASS, LLC, a California Limited Liability Company (hereinafter “**College Compass**”). District and College Compass may be referred to herein individually as “Party”, and collectively as “Parties”.

WHEREAS the District, pursuant to California Education Code 78021, may establish contract education programs within or outside the State of California by written agreement with public or private entities, including corporations, associations, or any other persons or bodies to provide specific educational or training services to meet the specific needs of these bodies; and

WHEREAS the District has developed an international higher education program, known as Education Bound United States (hereinafter "CCC-EBUS" or “EBUS”), and District and College Compass have collaborated in the delivery of EBUS, which the District desires to offer to foreign entities to meet their educational and training needs; and

WHEREAS, District's EBUS is intended to assist foreign students in preparing for success as international students seeking admission to the Coast Community College District and to other US higher education colleges and universities; and

WHEREAS, College Compass confirms that it has the requisite experience and skill necessary to expand EBUS by building international education relationships with Educational Partners through networking, collaboration, outreach, and in providing consulting services to District in the areas of educational services, fiscal and logistical operations, administration, marketing and recruitment,

THEREFORE, the District and College Compass hereby agree to contract under the following terms, rules of conduct, and obligations to each other as set forth in this Agreement:

I. Definitions

- a. Educational Partner: a foreign educational organization or institution that enrolls students at the high school or college level.
- b. Educational Services: Services such as counseling, math assessment, English assessment, English language instruction, college course instruction, and student activities.
- c. Educational Partner Standards (“EPS”): Minimum qualifying criteria determined by District to be used by College Compass when College Compass assesses the credentials and qualifications of potential Educational Partners.
- d. Program Services Proposal (“PSP”): A document created by District prescribing the educational services to be offered, and the terms and conditions set forth for the implementation, delivery, and cost of those services. Upon the development of fully executed ESA, the deliverables within the PSP shall be incorporated into the ESA as a defined Scope of Work for a particular program delivery.
- e. Educational Services Agreement (“ESA”): An Agreement that describes the obligations of District, College Compass, Educational Partner, and any other entities participating in the delivery of the EBUS program.
- f. Pre-semester Services: Services such as personnel and faculty recruitment, program planning, materials procurement, and travel arrangements that must occur in preparation for a semester start. These services typically need to begin about 90 days prior to the start of a semester.
- g. Other entities: Defined as other organizations, agencies, or institutions that may be engaged by Coastline, College Compass, or the Educational Partner to provide specific services for the EBUS program.

II. District Obligations

- a. The District shall have the exclusive right to determine the standards required of any potential Educational Partner. District will maintain an Educational Partner Standards (“EPS”) which sets forth the minimum qualifying criteria to be used by College Compass when College Compass assesses the credentials and qualifications of potential Educational Partners.
- b. For each identified and qualified Educational Partner, the District shall develop a Program Services Proposal (“PSP”), based on the services requested by the Educational Partner and College Compass, prescribing the educational services to be offered, and the cost to implement and deliver the services. The

PSP shall be utilized by College Compass for negotiations with Educational Partners. College Compass' signature on each PSP shall represent their agreement to the terms and conditions set forth in the PSP.

- i. Exhibit A, attached herein, provides a PSP for services to be delivered at Qingdao California Language Training School.
- ii. Exhibit B, attached herein, provides a PSP for services to be delivered at Vietnam Aviation Academy.

c. An Educational Services Agreement (“ESA”) shall be prepared by the District and shall represent the roles, responsibilities and obligations of District, College Compass, the Educational Partner and any other entities participating in the delivery of the EBUS program. An ESA shall be fully executed by the Parties, Educational Partner, and any other entities participating in the delivery of the EBUS program, prior to the start date of any educational semester where services will be delivered.

d. District shall have the exclusive right to determine the educational content of EBUS materials to meet the educational needs of the Educational Partner and the students, including all design, development, and delivery of the EBUS educational programs and services.

e. The District shall hire, retain, or contract for all personnel necessary for the District to perform its obligations under this Agreement.

f. The District shall convene the EBUS Advisory Committee, comprised of representatives of District, College Compass, Educational Partner, and other parties for the purpose of providing direction, clarification, updates, student success assessments, and to address issues and concerns of each Party. The EBUS Advisory Committee shall also be responsible for the strategic planning, marketing, and recruitment strategies for continual growth and quality delivery of EBUS for that particular Educational Partner. Nothing within this paragraph shall divest any Party of their individual obligations under this Agreement.

g. The District shall maintain all required student academic records related to the delivery of the educational services outlined in the PSP.

h. The District, independently of, and in coordination with College Compass, shall develop marketing materials in print and other delivery formats, for use in promoting EBUS to potential Educational Partners. Each Party shall have the right to approve any promotional and/or marketing materials when that Party or EBUS is mentioned in the materials, prior to any such materials being published, presented or distributed.

i. The District shall not circumvent or exclude College Compass from any agreements between District and Educational Partner where College Compass has developed the relationship between District and Educational Partner for a specified program of instruction.

III. College Compass Obligations

- a. College Compass shall serve as a marketing, outreach, and relationship development consultant for the District's EBUS Program. College Compass shall provide experienced consulting services in the areas of international education partner relationship development, including identifying qualified Educational Partners, assessing candidates for partnerships consistent with the CCCD developed EPS. College Compass shall develop, initiate and sustain marketing and outreach strategies in foreign countries and promote EBUS access to their educational training markets.
- b. College Compass shall assist District by developing operational and logistical support activities. College Compass shall fully comply with the host country's legal requirements relating to foreign providers of higher education when fulfilling its obligations under this Agreement. College Compass shall also fully comply with applicable federal and state law in performing services under this Agreement.
- c. College Compass shall diligently pursue the development of relationships with potential Educational Partners. College Compass is authorized to enter into discussions and negotiations on behalf of the District under this Agreement.
- d. College Compass agrees to serve as District's in-country fiscal representative by providing the facilitation of financial transactions, including, but not limited to, invoicing, converting foreign currency into U.S. currency, and for the processing of required payments for services as defined in each PSP.
- e. College Compass shall obtain and maintain all applicable federal, state, and international licenses, permits, and/or certificates necessary for lawful performance of services set forth in this Agreement.
- f. College Compass, independently, and in conjunction with the District, shall develop marketing materials in print and alternate media forms, for use in promoting EBUS to potential Educational Partners. Each Party shall approve any promotional and/or marketing materials where that Party or EBUS is mentioned, prior to any such materials being published, presented or distributed.
- g. College Compass may facilitate communication with potential or current Educational Partners on behalf of the District regarding the EBUS program, with any services to be offered subject to the approval of the District and its governing Board. A PSP shall be developed for each new Educational Partner, which may result in discussions between College Compass, and the Educational Partner and between College Compass and District about program services and cost. Any new PSPs or changes to services to an existing PSP or ESA shall be by fully executed written amendment. Absent a fully executed amendment, the District shall not be responsible for providing any services.

h. College Compass agrees that it shall not enter into any separate agreements with prospective Educational Partners, without District's knowledge, which relate to the services offered by District under an ESA with that Educational Partner.

IV. Fees and Compensation

a. A signed PSP shall obligate District to perform pre-semester services in anticipation of delivery of a specified EBUS program, and shall obligate College Compass to pay District for the delivery of such services in accordance with the terms and conditions set forth in the PSP. These obligations bind District and College Compass regardless of whether a PSP develops into an executed ESA.

b. College Compass' exclusive source for compensation for services performed under this Agreement shall be from total program proceeds agreed upon by District, College Compass, Educational Partner and any other entities as set forth in the ESA. College Compass' compensation shall be determined according to a percentage allocation which shall be outlined in each ESA. The breakdown, at a minimum, shall be as follows:

- 1) Percent of total program price allocated to District for providing program administration and educational services
- 2) Percent of total program price allocated to College Compass for marketing and licensing
- 3) Percent of total program price allocated to College Compass for costs incurred in establishing the relationship with Educational Partner
- 4) Percent of total program price allocated to Educational Partner or other entities for costs incurred for facilities, maintenance, utilities or other costs they incur with the delivery of the EBUS program

c. Refunds to either Party shall be issued according to the terms and conditions set forth in the Refund and Cancellation Policy to be included in the PSP.

d. College Compass shall be solely and exclusively responsible for, and liable for, the withholding of its own taxes, social security taxes, unemployment taxes, sales/use taxes, workers' compensation insurance premiums, and any other required taxes, charges, or assessments for those services it performs, or contracts for others to perform, under this Agreement, or for any ESA arising out of College Compass' services under this Agreement.

V. Compliance with Applicable Law and Accreditation Standards

a. The Parties shall assure that all services each performs in support of EBUS, and all activities related thereto, shall comply with all applicable federal and state and international laws, statutes, ordinances, regulations, rules, including the District's Policies and Procedures.

b. College Compass shall actively ensure that all services it performs in support of EBUS under this Agreement, and all activities related thereto, shall not adversely affect District, or any of its Colleges accreditation status with the Western Association of Community Colleges, or with any other accrediting entity.

c. The Parties agrees to promptly and diligently take all actions deemed necessary by District to comply with all applicable accreditation requirements for District to maintain its clear accreditation status.

d. District reserves the right to immediately terminate this Agreement should District determine, at its sole discretion, that any of the District's colleges' accreditation status is placed at risk by this Agreement, or by actions relating to this Agreement.

e. Each Party agrees that all courses offered as part of the EBUS will remain under the exclusive, sole, and direct control and ownership of District. District shall exercise exclusive responsibility for EBUS courses, and shall have exclusive control for the determination of course standards.

VI. Term and Termination

a. This Agreement shall commence on June 21, 2012, and shall terminate on June 30, 2016, unless terminated earlier by the terms set forth in this Agreement. The Parties acknowledge that this Agreement may only be extended or amended in a writing that is approved and executed by the Parties' respective governing boards.

b. Excepting for District's right of termination as set forth in V(d), if any Party to this Agreement shall breach any of its obligations set forth herein, then the other Party shall be entitled to terminate this Agreement by written notice to the breaching Party. This right of termination is subject to a right to cure period of thirty calendar days after its receipt of such written notice. If the alleged breach is fully cured within thirty days, then the non-breaching Party shall not be entitled to terminate this Agreement.

c. The termination of this Agreement shall not in any way impair or destroy any of the rights or remedies of either Party, or to relieve either Party of its obligations to comply with any of the provisions of this Agreement accruing prior to the date of termination.

d. Excepting for District's right of termination as set forth in Section V(d), either Party may, at any time, with reason, terminate this Agreement upon thirty days prior written notice to the other Party. College Compass shall pay District for the value of all services completed or to be completed by District to fulfill obligations set forth in the ESA as of the date of termination. If an EBUS program semester is currently in progress at such time that notice is served, District and College Compass shall act in good faith to negotiate a

resolution to continue to provide services to Educational Partner for the duration of that semester, so as to not adversely impact students.

e. Upon termination of this Agreement, and subject to applicable law, neither District nor College Compass shall have a continuing obligation to provide services as set forth in this Agreement.

VII. Indemnification

a. College Compass agrees, to the fullest extent permitted by the law, to indemnify, defend, and hold harmless the District, its trustees, officers, employees, students and agents against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by College Compass' performance of services under this Agreement, or for any acts relating to College Compass' obligations arising from or relating to the EBUS Program, or for any action or inaction of College compass pertaining to this Agreement, and for any actions by any person or entity for whom College Compass may be legally liable.

b. District agrees, to the fullest extent permitted by the law, to indemnify, and hold harmless College Compass, its trustees, directors, officers, employees, and agents against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by District's unexcused breach of any of the terms of this Agreement.

c. College Compass' agreement to provide such indemnification shall apply to those obligations performed by College Compass during the period of this Agreement, and shall survive the expiration or termination of this Agreement.

d. The obligation to defend shall arise regardless of any claim or assertion that the District caused or contributed to the losses. College Compass' reasonable defense costs (including attorney and expert fees) incurred in providing a defense for the District shall be reimbursed by the District to the extent such defense costs arise, under principles of comparative fault, from District's (a) grossly negligent acts or omissions; (b) breach of any of the provisions of this Agreement; or (c) willful misconduct.

e. Nothing in this Agreement shall constitute a waiver or limitation of any rights which District may have under applicable law, including without limitation, the right to implied indemnity.

f. The District's exercise of any of its rights or remedies prescribed in this Agreement shall not relieve College Compass from responsibility for damages or other losses incurred or to be incurred by the District as a result of College Compass' breach of its obligations under this Agreement.

VIII. Disclosure and Confidentiality

College Compass shall not release, access, or share, any student records, or confidential, proprietary and/or trade secret information of the District except in the performance of this Agreement. College Compass shall comply with all federal, state, and international laws concerning confidentiality of student data, including FERPA, HIPPA, and CIMA.

IX. Ownership and Copyrights

a. The District shall hold and retain any and all rights in, arising from, and relating to the EBUS Program, including, but not limited to program structure, program delivery, courses, course materials, and any and all copyrights, trademarks, and trade names throughout the world in perpetuity.

b. District represents and warrants to College Compass that for copyright purposes, the District shall be the sole author thereof and the exclusive proprietor of rights of EBUS, excepting for material for which acknowledgements to other sources are provided, and for which permissions are obtained by the District, where necessary.

X. Insurance

a. College Compass shall, at its sole cost and expense, purchase and maintain during the term of this Agreement, commercial general liability insurance with companies duly licensed and admitted by the State of California with a rating by Best's Insurance Rating Service of not less than AVII. Such policies of insurance shall protect College Compass and the District from claims which may arise out of, or relate to College Compass' performance of obligations under this Agreement. This insurance shall apply to College Compass, and to any subcontractor retained by College Compass, and to anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(1) Commercial General Liability Insurance (Occurrence Form) with limits of not less than One Million Dollars for each occurrence; Two Million Dollars aggregate and Two Million Dollars products/completed operations aggregate; and Two Hundred Fifty Thousand Dollars as to property damage including, but not limited to, personal injury liability, broad form property damage liability, blanket contractual liability and completed operations coverage, covering the activities of College Compass under this Agreement. This policy shall be endorsed, naming the District and the District's Board of Trustees, agents, and employees as additional insureds.

(2) Workers' Compensation Insurance with an insurance company duly licensed and admitted by the State of California in the amounts required by California law and/or host country law, as

applicable, covering all personnel employed during the term of this Agreement whether said personnel are employed by College Compass.

(3) Business Auto Liability Insurance covering the ownership, maintenance, or use of all owned, non-owned, and hired vehicles used in connection with the performance of obligations under this Agreement with an insurance company duly licensed and admitted by the State of California. Said insurance shall have limits of not less than One Million Dollars combined single limit, bodily injury, and property damage liability per occurrence with no annual aggregate limits.

(4) Each policy of insurance required above shall name District and its trustees, directors, officers, employees, and agents as additional insureds; shall state that, with respect to the operations of College Compass hereunder, such policy is primary and any insurance carried by the District is excess and non-contributing with such primary insurance, shall state that not less than thirty days' written notice shall be given to the District prior to cancellation, and shall waive all rights of subrogation against the District and its trustees, officers, agents, and employees. Commercial General Liability and Business Automobile Liability policies shall contain a cross-liability or severability-of-interest clause.

(5) College Compass is responsible for payment of all premiums, deductibles, self-insured retentions, and adjustment for losses on policies pursuant to this Agreement.

XI. Independent Contractor

a. College Compass shall be and act as an independent contractor for all services performed under this Agreement, College Compass understands and agrees that it, and all of its employees and agents, shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including but not limited to, State Unemployment Compensation or Worker's Compensation.

b. College Compass assumes the full and sole responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Agreement. College Compass shall assume full responsibility for payment of all federal, state, local, and host country taxes or contributions, including unemployment insurance, social security, and income taxes with respect to College Compass and its employees and agents.

c. College Compass agrees and understands that by performing services under this Agreement, College Compass and its employees are not entitled to employment with the District, nor is any express or implied employment relationship created between the District and College Compass.

d. College Compass has no authority to bind the District to a contract without the express written approval of the District's governing board.

XII. Dispute Resolution

Disputes arising from this Agreement or related in any manner to the same shall be resolved as follows:

a. Meet and Confer Requirement. In the event of any dispute, claim, question, or disagreement arising out of relating to this Agreement, and prior to initiating a claim, arbitration or any other legal action, and as a condition precedent to being entitled to file such an action, the Parties hereto shall use their best good faith efforts to settle such disputes, claims, questions, or disagreements, consulting and negotiating with each other in good faith and recognizing their mutual interests in attempting to reach a just and equitable solution that is satisfactory to both Parties.

b. In the event the Parties are unable to resolve their dispute through the meet and confer procedure provided for herein, all disputes arising under or relating to this Agreement, whether based on contract, tort, statute, or other legal or equitable theory, shall be heard in the Superior Court, County of Orange, in the State of California.

c. This Agreement shall be interpreted and governed by the laws of the State of California.

XIII. Miscellaneous Terms and Conditions

a. Neither District nor College Compass may assign their rights under this Agreement to any other party or successor in interest. This provision does not bare College Compass from retaining sub-contractors necessary for College Compass to meet their obligations arising under this or any specific educational services agreement.

b. District and College Compass, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement.

c. This Agreement represents the entire and integrated Agreement between the District and College Compass regarding College Compass' marketing, outreach, and relationship development consultant services performed for the District in promoting District's EBUS Program. This Agreement supersedes all prior negotiations, representations, or agreements, in either written or oral form.

d. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against the District or College Compass.

e. The District shall not be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages, including, without limitation, lost revenues, anticipated revenues, or profits relating to the same arising from any claim relating directly or indirectly to this Agreement whether a claim for such damages is based on warranty, contract or tort (including, without limitation, negligence or strict liability) even if the Parties are advised of the likelihood or possibility of the same.

f. College Compass's sole and exclusive remedy in the event it makes any claim for breach of this Agreement or seeks damages under any theory of law whether based on warranty, contract or tort, including without limitation, negligence or strict liability, shall be against the District, and not its trustees, officers, agents, students, or employees of the District. No trustee, officer, agent, student, or employee shall be sued or named as a party in any such suit or action, and no judgment shall be taken against any trustee, officer, agent, student or employee. No writ of execution will be levied against the assets of any trustee, officers, agents, students or employee of the District pursuant to the terms of this Agreement. The covenant and agreement contained in this section are enforceable by the District's trustees, officers, agents, students and employees.

g. The Parties to this Agreement shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by acts of God, fire, strike, lock-out, terrorism, commandeering of materials, products, plants, or facilities by the government. Satisfactory evidence shall be presented to the District or College Compass to establish that the non-performance is not due to the fault or neglect of the party not performing.

h. If any provision of this Agreement is held by any Court to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force.

i. College Compass agrees that it will not engage in unlawful discrimination in the employment of persons, nor in the selection of students, because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, gender, sexual preference, or age of such persons.

j. The failure of the District or College Compass to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from constituting a violation of such term or condition.

XIV. Notice

Any notice or communication required or permitted to be given pursuant to this Agreement or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To Campus: Coastline Community College
11460 Warner Avenue
Fountain Valley, CA 92708
Attn: Laurie Melby

With a copy to: Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
Attn: Vice Chancellor, Administrative Services

To College Compass: U.S. College Compass, LLC
8907 Warner Avenue, Suite 108
Huntington Beach, CA 92647
Attn: Felicia Jao

And/or to 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 and signed for. 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

U.S. COLLEGE COMPASS, LLC

Jim Moreno
President, Board of Trustees

Felicia Jao
President

Dated: _____

Dated: _____

Exhibit A
Program Service Proposal (PSP) Scope of Work
Education Bound United States (CCC EBUS)

Client: U.S. College Compass, LLC., on behalf of Qingdao California Language Training School, 30 Chongqing South Road, Qingdao, P.R. China.

Coastline Contacts: Joycelyn Groot, Dean (714) 241-6161; email jgroot@coastline.edu
Laurie Melby, Program Manager (714) 241-6110; lmelby@coastline.edu

Program Overview: Provide students enrolled at Qingdao California Language Training Schools an American college-level program that includes English language assessment, English as a Foreign Language (EFL) courses, academic counseling services, U.S. college preparation and application workshops, student and parent orientations, U.S. cultural training, faculty development services, and college-level courses meeting lower division transfer requirements in preparation for admission to a United States College or University.

Incorporation Clause:

All provisions of the International Contract Education Marketing, Outreach and Relationship Development Consultant Agreement between District and College Compass, Board approved on June 20, 2012 are incorporated into this PSP by reference herein.

This PSP shall obligate District to perform pre-semester services in anticipation of delivery of a specified EBUS program, and shall obligate College Compass to pay District for the delivery of such services in accordance with the terms and conditions set forth in the PSP. These obligations bind District and College Compass regardless of whether a PSP develops into an executed ESA.

College Compass shall aggressively pursue the development and execution of an Educational Service Agreement, describing the obligations of District, College Compass, Educational Partner, and any other entities participating in the delivery of the EBUS program.

Upon the development of fully executed ESA, the deliverables within this PSP shall be incorporated into the ESA as a defined Scope of Work for a particular program delivery.

Scope of Work

Pre-Semester Services – Planning and preparation services such as personnel and faculty recruitment, program planning, materials procurement, and travel arrangements that must occur in preparation for a program start. These services are billable upon 90 days prior to the start of a semester.

Instructional and Counseling Services: **Fall Semester 2012 (September 2012 – January 2013)**

- Program Administration and Oversight
- Program Director – Onsite Program Coordination of all Coastline activities on behalf of Qingdao CLTS
- Assessment Services Onsite August/September 2012 – Coastline to provide:

- English language assessments of new and continuing students to determine English language proficiency for admission to Coastline, English placement, and qualification for enrollment in college level transfer courses
- Counseling onsite, 3 weeks – date to be confirmed – Coastline Counselor to provide:
 - Individual student/counselor appointments for college and goal planning (60 students max)
 - Individual parent/student and counselor meetings, as requested
 - College Preparation Workshops to assist students with college success to include study skills, college exploration, learning strategies, time management, decision making, and other success tips
 - Faculty Development Workshops
- Instruction Onsite September through December 2012 - 16 weeks.
 - Provide oversight, coordination and instruction for EFL – to include 2 instructors for 2 levels of EFL as determined through student assessment.
 - Two college courses (pre-calculus or calculus and college success)
 - Accommodate up to 30 students per class period, with 20 hours of instruction per week per instructor for a total of 40 instructional hours per week. Schedule to be determined by Coastline in association with Qingdao CLTS.
- Instruction Onsite January 2013 (4-6 week course)
 - One college course, accelerated (geography)
- Coordination and development of extracurricular activities, service projects, etc.
- Includes up to 60 students enrolled in the program; with up to 30 students per EFL class, and up to 30 students (face to face instruction) per credit bearing course based on eligibility to enroll.

Fall Semester Cost: \$235,613

Instructional and Counseling Services - Spring Semester 2013 (February – July 2013)

- Program Administration and Oversight
- Program Director – Onsite Program Coordination of all Coastline activities on behalf of Qingdao CLTS
- Counseling onsite, 3 weeks - June 2013 – Coastline Counselor to provide:
 - Individual student/counselor appointments for college and goal planning
 - Individual parent/student and counselor meetings, as requested
 - College Preparation Workshops to assist students with college success to include study skills, college exploration, learning strategies, time management, decision making, and other success tips
 - Faculty Development Workshops
- Assessment Services Onsite February 2013 – Coastline to provide:
 - English language assessments of new and returning students to determine English language proficiency for admission to Coastline, English placement, and qualification for enrollment in college level transfer courses.
- Onsite Instruction - February through May 2013 - Provide English language classes:
 - Provide oversight, coordination and delivery for EFL – to include 2 instructors for 2 levels of EFL as determined through student assessment
 - Up to 20 instructional hours per week, per instructor for a total of 40 instructional hours per week.
 - Accommodate up to 30 students per class period, schedule to be determined by Coastline in association with Qingdao CLTS.
 - Four college courses (to be determined)
- Coastline visiting faculty and program administration to meet with Qingdao CLTS faculty and administration to conduct program review

U.S. College Compass, LLC & CCCD (Coastline Community College)

- Coordination and development of extracurricular activities, service projects, etc.
- Includes up to 60 students enrolled in the program; with up to 30 students per EFL class, and up to 30 students (face to face instruction) per credit bearing course based on eligibility to enroll.

Spring Semester Cost: \$235,613

Total Cost for all above programs and services: \$471,225

Terms and Conditions:

- Coastline shall invoice U.S. College Compass the amount of \$235,613 30 days prior to the start of a semester for all services to be provided for each respective semester indicated above. Payments are due within 30 days from the date of invoice.
- Travel for visiting faculty and counselors will be an additional charge billable to U.S. College Compass for airfare and ground transportation (to include travel for up to 13 individual economy round trip tickets). College will make all travel arrangements in coordination with US Compass.
- Schedule of classes and courses to be delivered are subject to change based on need, eligibility and as agreed upon by high school and college administrators.
- May not include onsite assessment of English or math prior to program start in Fall 2012.
- Does not include summer courses or summer program.
- Does not include housing for visiting faculty (EFL or college course) or counselors. Housing is to be provided by Qingdao CLTS according to agreed upon standards set forth by Coastline.
- Cancellation of services prior to 90 days from the start of the each semester identified herein shall incur no cost to College Compass or payment to Coastline. Cancellation of services less than 90 days notice, and later than 60 days notice, shall be subject to an administrative charge of 20% of the total cost of that semester. Cancellation of services less than 30 days prior to the start of a given semester shall be subject to an administrative charge of 25% of the total cost for services planned for that semester.
- If CCC is unable to fulfill its contracted obligations a full refund for services unfulfilled shall be provided.

Therefore, District and College Compass agree to the foregoing terms and conditions set forth in this Program Service Proposal (PSP). Each party acknowledges the obligations as set forth by their written consent thereto below.

COAST COMMUNITY COLLEGE DISTRICT

U.S. COLLEGE COMPASS, LLC

Jim Moreno
President, Board of Trustees

Felicia Jao
President

Dated: _____

Dated: _____

Exhibit B
Program Service Proposal (PSP) Scope of Work
Education Bound United State (CCC EBUS)

Client: U.S. College Compass, LLC., on behalf of Vietnam Aviation Academy (VAA), a Vietnamese college that trains post-high school graduates, located at 104 Nguyen Van Trol Street, Ward 8, Phu Nhuan Dist, Ho Chi Minh City, Vietnam.

Coastline Contacts: Joycelyn Groot, Dean (714) 241-6161; email jgroot@coastline.edu
Laurie Melby, Program Manager (714) 241-6110; lmelby@coastline.edu

Program Overview: Provide students enrolled at VAA, an American college program that includes English language assessment, English as a Foreign Language (EFL) courses, academic counseling services, U.S. college preparation and acculturation workshops, student orientations, faculty development services, and college-level courses leading toward an associate degree in business administration and meeting lower division transfer requirements to a United States College or University.

Incorporation Clause:

All provisions of the International Contract Education Marketing, Outreach and Relationship Development Consultant Agreement between District and College Compass, Board approved on June 20, 2012 are incorporated into this PSP by reference herein.

This PSP shall obligate District to perform pre-semester services in anticipation of delivery of a specified EBUS program, and shall obligate College Compass to pay District for the delivery of such services in accordance with the terms and conditions set forth in the PSP. These obligations bind District and College Compass regardless of whether a PSP develops into an executed ESA.

College Compass shall aggressively pursue the development and execution of an Educational Service Agreement, describing the obligations of District, College Compass, Educational Partner, and any other entities participating in the delivery of the EBUS program.

Upon the development of fully executed ESA, the deliverables within this PSP shall be incorporated into the ESA as a defined Scope of Work for a particular program delivery.

Scope of Work

Pre-Semester Services – Planning and preparation services such as personnel and faculty recruitment, program planning, materials procurement, and travel arrangements that must occur in preparation for a program start. These services are billable upon 90 days prior to the start of a semester.

Instructional and Counseling Services: **Fall Semester 2012 (September 2012 – January 2013)**

- Program Administration and Oversight
- Program Director – Onsite Program Coordination of all Coastline activities on behalf of VAA
- Assessment Services Onsite August/September 2012 – Coastline to provide:
 - English language assessments of new students to determine English language proficiency for admission to Coastline, English placement, and qualification for enrollment in college level transfer courses

- Includes assessment tool
- Counseling onsite, 3 weeks (dates to be confirmed) – Coastline Counselor to provide:
 - Individual student/counselor appointments for college and goal planning (60 students max)
 - Individual student and counselor meetings, as requested
 - College Preparation Workshops to assist students with college success to include study skills, college exploration, college application processes, learning strategies, time management, decision making, and other success tips
 - Faculty Development Workshops
- EFL Instruction Onsite, September 2012 through January 2013 - 20 weeks.
 - Provide oversight, coordination and instruction for EFL – to include 2 instructors for level 3B
 - Accommodate up to 30 students per class period, with 20 hours of instruction per week per instructor for a total of 40 instructional hours per week. Schedule to be determined by Coastline in association with VAA.
 - Includes all class materials (60 students max).
- College Course Instruction Onsite, September 2012 through December 2012 – 16 weeks
 - One transfer level general education college course (counseling 105), taught by a Coastline instructor
 - Two (2) class sections minimum to accommodate maximum of 30 students per section
 - Each college credit class requires 16-18 hours of instruction for each unit of college credit
 - Includes textbooks
- Coordination and development of extracurricular activities, service projects, etc.
- Includes up to 60 students enrolled in the program; with up to 30 students per EFL class, and up to 60 students (face to face instruction) per credit bearing course based on eligibility to enroll.

Fall Semester Cost: \$192,398

Instructional and Counseling Services:

Spring Semester 2013 (February – July 2013)

- Program Administration and Oversight
- Program Director – Onsite Program Coordination of all Coastline activities on behalf of VAA
- Counseling onsite, 3 weeks - June 2013 – Coastline Counselor to provide:
 - Individual student/counselor appointments for college and goal planning (60 students max)
 - Individual student and counselor meetings, as requested
 - College Preparation Workshops to assist students with college success to include study skills, college exploration, learning strategies, time management, decision making, and other success tips
 - Faculty Development Workshops
- Assessment Services Onsite February 2013 – Coastline to provide:
 - English language assessments of new and returning students to determine English language proficiency for admission to Coastline, English placement, and qualification for enrollment in college level transfer courses.
- English Language Instruction – Onsite, February through June 2013 - Provide English language classes (20 weeks):
 - Provide oversight, coordination and delivery of EFL – to include 2 instructors for levels 4A
 - Accommodate up to 30 students per class period, with 20 instructional hours per week, per instructor for a total of 40 instructional hours per week. Schedule to be determined by Coastline in association with VAA.
 - Includes all class materials (60 students max)
- College Course Instruction, onsite:

- Two transfer level general education colleges courses, taught by a Coastline instructor
- Two (2) class sections minimum to accommodate maximum of 30 students per section or total of 60 students
- 16 week semester
- Each college credit class requires 16-18 hours of instruction for each unit of college credit
- Includes textbooks
- Coastline visiting faculty and program administration to meet with VAA faculty and administration to conduct program review
- Coordination and development of extracurricular activities, service projects, etc.
- Includes up to 60 students enrolled in the program; with up to 30 students per EFL class, and up to 30 students (face to face instruction) per credit bearing course based on eligibility to enroll.

Spring Semester Cost: \$192,398

Total Cost for all above programs and services: \$384,796

Terms and Conditions:

- Coastline shall invoice U.S. College Compass the amount of \$192,398 30 days prior to the start of a semester for all services to be provided for each respective semester indicated above. Payments are due within 30 days from the date of invoice.
- Travel for visiting faculty and counselor is included in this proposal.
- May not include assessment of English or math prior to program start in Fall 2012.
- Schedule of classes and courses to be delivered are subject to change based on need, eligibility and as agreed upon by school and college administrators.
- Does not include housing for visiting faculty (EFL or college course) or counselors. Housing is to be provided by USCC according to the agreed upon standards set forth by Coastline.
- Cancellation of services prior to 90 days from the start of the each semester identified herein shall incur no cost to College Compass or payment to Coastline. Cancellation of services less than 90 days notice, and later than 60 days notice, shall be subject to an administrative charge of 20% of the total cost of that semester. Cancellation of services less than 30 days prior to the start of a given semester shall be subject to an administrative charge of 25% of the total cost for services planned for that semester.
- If CCC is unable to fulfill its contracted obligations a full refund for services unfulfilled shall be provided.

District and College and College Compass agree to the foregoing terms and conditions set forth in this Program Service Proposal (PSP). Each party acknowledges obligations as set forth by their written consent thereto below.

COAST COMMUNITY COLLEGE DISTRICT

U.S. COLLEGE COMPASS, LLC

Jim Moreno
President, Board of Trustees

Felicia Jao
President

Dated: _____

Dated: _____