

COAST COMMUNITY COLLEGE DISTRICT
Agreement for Contracted Education Services

This Agreement for Contracted Education Services (“AGREEMENT”) is entered into as indicated on the signature lines below, by and between the COAST COMMUNITY COLLEGE DISTRICT (Coastline Community College), 1370 Adams Avenue, Costa Mesa, CA 92626, hereinafter, "DISTRICT", and U.S. College Compass, LLC, located at 8907 Warner Avenue, Suite 108, Huntington Beach, CA 92647 hereinafter, "COMPANY". DISTRICT and COMPANY are referred to herein individually as “PARTY” and collectively as “PARTIES.”

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

and WHEREAS, COMPANY desires to contract with the DISTRICT for instruction and/or training services as identified herein.

DISTRICT and COMPANY agree as follows:

1. The term of this AGREEMENT shall be from June 17, 2010 through June 30, 2012, inclusive.
2. The services to be offered are outlined in Exhibit A, attached herein.
3. DISTRICT and COMPANY may extend the term of this agreement and request additional services through an amendment to this agreement should both parties agree such is feasible.
4. FEES AND PAYMENT.
 - 4a. COMPANY agrees to pay the DISTRICT the sum of \$279,080.84 for the services provided under this AGREEMENT. DISTRICT shall invoice separately for travel and incidentals incurred by DISTRICT for delivery of the services described in Exhibit A.

4b. DISTRICT shall invoice COMPANY the amount of \$140,193.27 on September 1, 2010 for all services rendered through Fall 2010 and as described in Exhibit A and

the amount of \$138,887.57 shall be invoiced on March 1, 2011 for all remaining services rendered through Spring 2011 and as described in Exhibit A. Payments are due within 30 days from the date of invoice. Additional services and costs, as mutually agreed upon per modification, will be subject to invoicing for the full cost of the services on the start date of agreed upon programs and services.

5. COMPANY represents that it is the authorized representative of Guangzhou Xiangjiang High School and is authorized to enter into this AGREEMENT for the purposes outlined in Exhibit A as validated by the signed authorization letter attached herein as Exhibit B.

6. DISTRICT and COMPANY will provide an administrative liaison to the other in the performance of this AGREEMENT. The administrative contact for DISTRICT will be Joycelyn Groot at (714) 241-6161 or jgroot@coastline.edu or her designee. The administrative contact for COMPANY will be Jessica Zhou at (714) 642-3816 or jessicazhou@uscollegecompass.com.

7. 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.

8. DISTRICT and COMPANY agree 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.

9. DISTRICT shall maintain attendance records for student and/or teacher time spent in instruction.

10. COMPANY agrees to indemnify, defend, and hold harmless DISTRICT, its trustees, agents, and employees from any damages or claims resulting from acts or omissions of COMPANY, its agents, or employees. DISTRICT agrees to indemnify, defend, and hold harmless COMPANY, its agents, and employees from any damages or claims resulting from acts or omissions of DISTRICT, its agents, or employees.

11. Entire Agreement. This AGREEMENT supersedes all prior agreements, either oral or written between the PARTIES with respect to the subject of this AGREEMENT. Each party to this AGREEMENT acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party which is not embodied herein. All

To Company: U.S. College Compass, LLC
8907 Warner Avenue, Suite 108
Huntington Beach, CA 92647
Attn: Jessica Zhou

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.

16. Each individual executing this AGREEMENT on behalf of the PARTIES represent and warrant that he/she is duly authorized to execute this AGREEMENT on behalf of their respective party and that this AGREEMENT is binding thereto.

COMPANY

COAST COMMUNITY COLLEGE DISTRICT

Signature

Signature

Typed Name

Typed Name

Title

President, Board of Trustees

Date

Date