



## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT INTERNATIONAL STUDENT RECRUITMENT AGREEMENT

This Agreement is made and entered into between Rancho Santiago Community College District (“District”) on behalf of Enter College and Program, and Enter Company Name a licensed educational consultant in Enter Country (hereinafter the “Educational Consultant”).

### RECITALS

**WHEREAS**, the District wishes to attract international student applicants to apply to and enroll at its college, Enter College Name (hereinafter “College”);

**WHEREAS**, the Educational Consultant has the capacity and capability to promote and market the College to potential students in Enter Country (hereinafter the “Territory”); and

**WHEREAS**, the District wishes to retain the services of the Educational Consultant on the terms and conditions set out herein and the Educational Consultant agrees to provide such Services, as defined below.

### AGREEMENT

**NOW THEREFORE** in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby covenant and agree as follows:

### EDUCATIONAL CONSULTANT SERVICES

1. The District grants the Educational Consultant the non-exclusive right to represent the College for the purpose of recruiting international applicants for admission to the College.
2. The Educational Consultant accepts the foregoing appointment and agrees to provide promotion, marketing, and recruitment services to actively and accurately promote the College within the Territory for the purpose of recruiting international applicants to the College (hereinafter the “**Services**”).
3. The Educational Consultant shall use its best efforts and diligently perform the Services and conduct itself in a competent and wholly professional manner at all times. The Educational Consultant shall ensure that all of its employees, Educational Consultants and representatives are duly qualified and competent to provide the Services and shall comply with all terms of this Agreement. The Educational Consultant shall recruit only those applicants whom it believes can meet the academic and admission requirements of the College, as such academic and admission requirements are made known by the District to the Educational Consultant, and those found in the District’s Course Catalog for the College.
4. In performing the Services pursuant to this Agreement, the Educational Consultant shall comply with all instructions of the District, as well as all specifications, standards,

confidentiality, policies and procedures of the District and the College, as they may change from time to time.

5. The Educational Consultant shall not subcontract or delegate the Services to any other person or entity without the prior written consent of the District, which consent may be withheld in the District's sole and absolute discretion.

### **EDUCATIONAL CONSULTANT'S RESPONSIBILITIES**

6. The District will provide any marketing materials to the Educational Consultant at training sessions and will deliver them to the Educational Consultant upon the Educational Consultant's reasonable request. The Educational Consultant shall use such marketing materials in its performance of the Services. If the Educational Consultant wishes to use other marketing materials not provided by the District, the Educational Consultant acknowledges that Educational Consultant is doing so as work made for hire and must submit such materials to the District for its prior written approval, which approval may be withheld in the District's sole and absolute discretion. Educational Consultant acknowledges and agrees that any materials that Educational Consultant creates during the term of this Agreement shall be work made for hire, and all ownership in and to such materials shall vest, upon creation, in the District. The Educational Consultant shall make any changes to such materials as the District may advise in its discretion.
7. The Educational Consultant shall keep records of its promotion and marketing activities, including the location of its activities and the names and contact information, specifically the email or phone number of potential students. The Educational Consultant shall provide regular market updates of its activities in the Territory (including reasonable details) to the District upon request.
8. As part of the Services, the Educational Consultant shall assist applicants with completing their applications to the College, visa applications, making payments to the District, and provide any other assistance relating to the applicant's application to and enrollment at the College. The Educational Consultant shall pre-screen all applicants to ensure their eligibility to enter the United States on a student visa.
9. The Educational Consultant shall ensure that all information it provides to applicants is true, accurate, complete and not misleading or false in any way. The Educational Consultant shall not, directly or indirectly, make any misrepresentation or mislead applicants about whether or not the College will accept the applicant, the nature of the courses and programs offered by the College or any other matter concerning the College or the District and the applicant's application thereto. The Educational Consultant shall not make any representation or statement that is inconsistent with the laws applicable to the District or contrary to the College's or District's policies and procedures in any way. The Educational Consultant shall indemnify, defend and hold the District and the College harmless from any and all claims, demands, liabilities, actions, causes of action, or other administrative or legal proceedings that arise from Educational Consultant's misleading, inaccurate or untrue statements or representations or

omissions to any applicant or third party. Notwithstanding any other provision herein, the District has the right to terminate this Agreement immediately and without notice if the Educational Consultant makes any untrue, inaccurate, incomplete, misleading, or false statements to any third party.

10. The Educational Consultant acknowledges that the District retains full and complete discretion about whether or not to accept an applicant for enrollment. The Educational Consultant shall not make any representations or statements that the District has accepted an applicant or will accept an applicant. The Educational Consultant shall have no authority to accept an applicant or guarantee an applicant's acceptance by the District.

### **PAYMENT TERMS AND CONDITIONS**

11. Subject to Paragraph 20, if the District accepts any of the Educational Consultant's applicants for admission as a new and full time student ("Student"), the District shall pay the Educational Consultant a fee as outlined below and in Appendix A. The amount of Educational Consultant's fee is based on the number of New Students enrolled as the result of the Educational Consultant's identified applicants who enroll as Regular Full-Time, Summer Full Time, or ELA Full Time, as those terms are defined herein. A Student is defined as new when they are attending their first semester, session, or class at the District, unless otherwise specified herein (hereinafter "New"). A student is considered full-time when they either (a) enroll in a minimum of 12 units at the District for a semester in a regular college credit program (hereinafter "Regular Full-Time"); (b) enroll in 6 units for a summer session (hereinafter "Summer Full-Time"), or (c) attend the English Language Program (hereinafter "ELP Full-Time"). Units for the purpose of this Agreement is defined as the District's credit units applicable towards maintaining F-1 status. A Student is considered Eligible to be counted toward the Educational Consultant's fee if the Student began attending the District as a New Student and continues attending the District for a second Regular Full-Time semester, Summer Full-Time session, and/or ELP Full-Time session in accordance with paragraphs 12-15, below (hereinafter "Eligible").
12. First Five Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the first five Eligible Regular Full-Time Students who the Educational Consultant recruits and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred U.S. dollars (\$700.00) per Student for each semester the Student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fourteen hundred U.S. dollars (\$1400.00). (See Appendix A, Statements # 1-4.)
13. Sixth and Subsequent Eligible Regular Full-Time Students. Subject to Paragraph 20, for each

of the sixth and thereafter subsequent Eligible Regular Full-Time Student(s) (or defined as 6 or greater) who are recruited by the Educational Consultant and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred fifty U.S. dollars (\$750.00) per student for each semester the Student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fifteen hundred U.S. dollars (\$1500.00). (See Appendix A, Statements # 1-4.)

14. Summer Session. Subject to Paragraph 20, for each Eligible Summer Full-Time Student recruited by Educational Consultant who successfully applies, enrolls in Summer Full-Time, and pays in full his/her first Summer session, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350.00) per student. The District will pay this fee if the Eligible Summer Full Time Student attends college for the first time in the Summer session or if Student attends Summer session after attending his/her first Spring semester. This Summer session fee is in addition to the fees available in paragraphs 12 and 13, above, if applicable. The total amount of money the District will pay per New Summer Full-Time Student for this category is three hundred fifty U.S. dollars (\$350.00). (See Appendix A, Statements # 1-4.)
15. English Language Program. Subject to Paragraph 20, for each Eligible ELP Full Time Student recruited by Educational Consultant who successfully applies, enrolls in ELP Full-Time, and pays in full, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350.00) per student. Depending on student enrollment, the District may not offer ELP in the summer session, in which case the Educational Consultant will not be eligible for this fee for ELP. The District will pay the Educational Consultant a fee for an Eligible Full-Time ELP Student a maximum of two semesters and will pay for the second semester only if the Student attends and completes two consecutive semesters. The total amount of money the District will pay per New Full-Time Student for this category is seven hundred U.S. dollars (\$700.00). (See Appendix A, Statements # 1-4.) (See Appendix A, Statement # 3.)
16. RESERVED.
17. In no event shall the maximum aggregate amount of fees in this Agreement paid by District to Educational Consultant for the duration of the Term exceed \$14,000.00.
18. All students must be recruited from overseas (outside the U.S.) and cannot be transfers from a U.S. domestic language program or from a U.S. college or university.
19. For the purposes of accurate invoice processing, it is Educational Consultant's responsibility to establish and notify the college of their representation of a particular student. Failure to establish that relationship with the student prior to the student applying to the District will invalidate any invoice for that particular student.

20. The District will only pay fees relating to those Students who meet the qualifications in this Agreement and who remain enrolled through the census date in full-time status beyond the census date (defined as the last day to drop a class and receive an enrollment fee refund).
21. The Educational Consultant shall deliver to the District, no earlier than thirty (30) days and no later than sixty (60) days after the census date, as published in the academic calendar, for study at a semester at the District, an invoice listing the fee owed to the Educational Consultant for that semester, in accordance with this Agreement, and the Students to which the fee relates. The invoice shall contain the detailed information about each Student's enrollment in order to support payment hereunder. If the Educational Consultant defaults on the terms for submission of invoice as specified above, the District has the right to decline payments.
22. If there is a dispute about an invoice, the District shall be entitled to withhold any fees until the dispute is resolved to the satisfaction of the District. The Educational Consultant shall provide all such other records and documentation requested by the District to substantiate the invoice.
23. The undisputed fee shall be paid to the Educational Consultant within forty five (45) days of receipt of an invoice from the Educational Consultant. The fee will be paid by check and mailed to the address the District has on file for the Educational Consultant. If payments have to be made in any other form, such as a wire transfer, any and all costs such as bank charges will be the responsibility of the Educational Consultant. The District has sole discretion to choose how payment is made to Educational Consultant. The Educational Consultant is responsible for all applicable taxes and fees related to payment of any fees paid by the District.

#### **PERIOD OF AGREEMENT, TERMINATION, MISCELLANEOUS**

24. This agreement shall be effective as of the date signed, and shall continue in effect for three years, unless terminated earlier by written notice of either party ("Term"). Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.
25. Termination for Cause. The District may terminate this agreement and be relieved of any consideration to Educational Consultant should Educational Consultant fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Educational Consultant.
26. The Educational Consultant will deliver the Services in the Territory. The Educational Consultant acknowledges and agrees that its rights to the Territory are non-exclusive and the District may, in its sole discretion, appoint other Educational Consultant(s) to perform similar or identical services in the Territory or any part thereof at any time.
27. The District agrees to provide the District's annual calendar and international recruitment

information packages to the Educational Consultant and provide updated materials on an annual basis. All such materials are subject to change without notice. Notwithstanding the foregoing, it is the Educational Consultant's responsibility to ensure it has all complete, up-to-date and accurate information and materials that are prepared by the District and provided by the District in order for it to perform the Services at all times. The Educational Consultant shall not use any information and materials that are outdated.

28. All expenses and costs incurred by the Educational Consultant in providing the Services shall be the sole responsibility of the Educational Consultant, including without limitation all salaries, wages, benefits and other amounts owing to its employees, Educational Consultants and representatives. The Educational Consultant shall provide and supply, at its own expense, all office facilities, equipment, materials and supplies required to perform the Services except for the annual calendar and other materials produced by the District and specified as being provided by the District in this Agreement.
29. Upon termination or expiration of the Term, the Educational Consultant shall promptly return to the District or destroy, at the District's option, all property of the District that is in Educational Consultant's possession or control, including marketing materials, academic calendars and Confidential Information, whether in hard copy or in electronic form. "Confidential Information" is any information that may be protected under state or federal privacy laws and includes information that a person would reasonably understand to be confidential, including, but not limited to, student information (including directory information), health information, academic information, and proprietary information, including copyright and trade secrets. The above list is not meant to be exhaustive and Confidential Information does not need to be marked as such in order to be Confidential Information.
30. Upon termination or expiration of the Term, the Educational Consultant shall cease providing the Services and cease representing itself as an Educational Consultant of the District and the College, and shall pay all amounts owing (if any) to the District immediately. The District shall not be responsible for paying fees to the Educational Consultant in respect of Students whose application is received by the District following the date of termination or expiration of the Term.

### **GENERAL TERMS**

31. The District and the Educational Consultant acknowledge and agree that the relationship of the Educational Consultant to the District is that of an independent contractor. Nothing herein shall be construed so as to place the parties in the relationship of partners or employer/employee. The Educational Consultant shall have no authority to act for or bind the District and/or the College or enter into any contract or commitment on behalf of the District and/or the College, nor shall the Educational Consultant hold itself out as having such authority. The Educational Consultant shall indemnify and hold the District harmless from and against any liability resulting from a breach of this Section. The Educational Consultant and its employees, Educational Consultants and representatives shall not be entitled to any benefits whatsoever otherwise made available to District employees.

32. In the performance of this Agreement, Educational Consultant and its employees and agents, shall each act as an independent contractor and is not an employee, officer, agent, partner, or joint venture of District by virtue of this Agreement. Educational Consultant agrees that it is free from control and direction of the District; performs work that is outside the usual course of District's business; and is customarily engaged in an independently established trade, occupation or business of the same nature as the Services it will perform for District under this Agreement. Educational Consultant shall defend, indemnify and hold District harmless from any claims, demands or liabilities, arising from Educational Consultant's misclassification of its own workers providing Services hereunder as independent contractors, or from any claims, demands or liabilities, arising from Educational Consultant's failure to provide its own workers with wages and other employment benefits that are required by law.
33. The Educational Consultant represents, warrants and acknowledges that the District is relying upon the following, that: (a) Educational Consultant has corporate authority and capacity to perform the Services and carry on business, (b) there is no legal proceeding in progress, pending, threatened or affecting the Educational Consultant that involves a possibility of a material judgment or restriction against the Educational Consultant or its performance of the Services, and (c) there are no prior agreements or commitments affecting the Educational Consultant that would adversely affect the Educational Consultant or its ability to perform the Services.
34. Indemnification Clause. To the fullest extent permitted by law, Educational Consultant agrees to defend, indemnify, and hold harmless the District, its officers, agents, employees, and volunteers from and against all loss, cost, and expense, including reasonable attorney fees, arising out of any demand, liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement of the Educational Consultant or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused by the gross negligence or intentional acts of the District or any of its agents or employees. This provision survives any termination of this Agreement.
35. To the fullest extent permitted by law, the District shall have no liability for any act or omission of the District, its directors, officers, employees and Educational Consultants in connection with or related to this Agreement or the failure to provide materials to the Educational Consultant, or any costs, losses, damages or expenses arising from the Educational Consultant's performance of the Services under this Agreement. The Educational Consultant agrees that it shall not bring any claim or join in any proceeding against the District for any costs, losses, damages or expenses suffered in connection with this Agreement, unless due to District's fraud, intentional misconduct or if otherwise permitted by law.
36. The Educational Consultant shall comply with all applicable laws, regulations, rules and orders in the performance of its obligations under this Agreement, including all such laws and regulations applicable in the Territory and any other jurisdiction where the Educational Consultant carries on business, as well as laws and regulations applicable to the District.
37. Insurance. Each party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance

or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with coverage of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating performance. Certifications of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement and in effect for insuring incidents that occur within the United States may be requested by either party. Educational Consultant shall name District as an additional insured on any commercial general liability policy or other applicable insurance required hereunder and shall obtain a waiver of subrogation against the District regarding the same. Educational Consultant's provision of insurance or self-insurance hereunder shall not operate as a potential limitation of liability.

38. The Educational Consultant acknowledges that a breach or threatened breach by Educational Consultant of any of the provisions of any of this Agreement could cause the District irreparable harm not compensable in damages alone. The Educational Consultant further acknowledges that it is essential to the effective enforcement of this Agreement that, in addition to any other remedies to which the District may be entitled at law or in equity or otherwise under this Agreement, the District be entitled to seek and obtain, in a summary manner, interim, interlocutory, and permanent injunctive relief, specific performance and other equitable remedies. The Educational Consultant agrees that such actions are fair and reasonable and are reasonably required for the protection of the District.
39. The Educational Consultant acknowledges that it has received and will receive Confidential Information of and from the District, which includes, but is not limited to, all information relating to the District, the College, administration, student information, financial information, and any other information that is confidential in nature, whether marked confidential or not. The Educational Consultant agrees that it will keep in strict confidence and not use and/or disclose the Confidential Information to any other person except only as reasonably required for the performance of the Services. The Educational Consultant shall limit access and use of the Confidential Information to those employees that have a need to know in order to perform the Services. The Educational Consultant shall be responsible for ensuring that its employees are aware of and agree to adhere to the confidentiality obligations set out herein. In addition, the existence of and terms and conditions of this Agreement form part of the Confidential Information and are to be kept mutually and strictly confidential by the parties at all times. The obligations of the Educational Consultant under this Section shall exist and continue in full force and effect notwithstanding the termination or expiration of this Agreement or the breach or alleged breach by the District of this Agreement.
40. The District grants the Educational Consultant a non-exclusive, non-transferable license to use certain trademarks, logos, trade names or other intellectual property of the District and/or College as the District may specify to the Educational Consultant from time to time (the "Intellectual Property") solely and exclusively for the purposes of the Educational Consultant performing the Services. The Educational Consultant shall have no right or interest to the Intellectual Property except as expressly provided herein. The District may revoke the license in this Section at any time. The Educational Consultant shall submit all documents,

advertisements or other materials using any of the Intellectual Property to the District for approval prior to usage. Upon the termination or expiration of this Agreement, the Educational Consultant shall immediately cease using all of the Intellectual Property for any purpose whatsoever.

41. Under this Agreement, the District considers Educational Consultant to be a “school official” with “legitimate educational interests” performing an institutional service or function for which the District would otherwise use employees within the meaning of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, and California Education Code §§ 49060-49085. As such, 34 C.F.R. 99.31(a)(1)(i) allows the District to disclose personally identifiable information from education records of students without the consent required by 34 C.F.R. section 99.30. The Education Consultant agrees to comply with FERPA and cooperate as a “school official” thereunder. The Educational Consultant shall comply with all applicable privacy legislation at all times. The Educational Consultant shall collect, use and disclose all applicants’ and Student(s)’ personal information which it obtains in relation to this Agreement and maintain the confidentiality and privacy of such information in accordance with all applicable laws in the United States and in the Territory. The Educational Consultant acknowledges that the District is subject to privacy legislation and shall assist the District in complying with all applicable privacy legislation as it relates to the Services performed as part of this Agreement including any disclosure requirements. Educational Consultant shall indemnify, defend, and hold the District and the College harmless from any claims arising from a breach of any applicable privacy laws or regulations.
42. All notices and other communications required or permitted to be given in this Agreement shall be in writing and shall be given to the parties at the following addresses or at such other address as a party shall specify by like notice: Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

**EDUCATIONAL CONSULTANT**

**DISTRICT**

**Company Name**

Iris I. Ingram

**Address**

Vice Chancellor of Business Services Rancho  
Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706

Name  
Title

**With copy to:**

Tina Newton  
Director, International Student Program  
**Santa Ana College**  
1530 W. 17<sup>th</sup> Street  
Santa Ana, CA 92706

- 43. This written instrument constitutes the entire agreement between the parties and shall be interpreted and construed in accordance with the laws of the state of California and the federal laws of the United States of America applicable therein with exclusive venue for any cause of action in Orange County in the State of California in the United States of America. There are no other agreements, understandings, representations or warranties, oral or otherwise. Any amendments to this Agreement shall have no force or effect unless made in writing and executed by both parties. Pursuant to the District's policies, this Agreement will not take effect until authorized by the Board of Trustees of the District.
- 44. If any provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court of competent jurisdiction, then the remainder of this Agreement, or the application of such provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 45. Provisions of sections that, by their nature, must remain in effect beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement for any reason.
- 46. This Agreement is personal to the Educational Consultant and Educational Consultant may not assign this Agreement or any part thereof without the prior written consent of the District, which consent may be withheld at the District's sole discretion. This Agreement shall be binding upon the Educational Consultant and its successors and permitted assigns.
- 47. The Educational Consultant acknowledges that the Educational Consultant has been advised to obtain full and adequate independent legal advice with respect to this Agreement and has executed this Agreement freely, voluntarily, without duress and with full knowledge and understanding of its terms and conditions.
- 48. This Agreement may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same instrument. For purposes of this Agreement, electronic signatures shall be deemed originals.

**IN WITNESS WHEREOF**, the said parties have hereunto set their hands:

**RANCHO SANTIAGO COMMUNITY**  
**COLLEGE DISTRICT**

**EDUCATIONAL CONSULTANT**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Iris I. Ingram  
Vice Chancellor, Business Services

Enter Name  
Enter Title

Date:

Date:

## APPENDIX A

The examples and scenarios below assume that all other terms and conditions in the Agreement are otherwise met and are intended as hypothetical scenarios only.

**Statement #1: Educational Consultant's fee is paid for consecutive semesters only.**

Example #1: Student attends Fall 2021 as a New and Regular Full-Time Student and then attends Spring 2022.

Consulting fee will be paid for both Fall and Spring semesters as stated in this Agreement.

Example #2: Student attends Fall 2021 as a New and Regular Full-Time Student, Spring 2022 as a Regular Full-Time Student and Summer 2022 as a Summer Full-Time Student.

Consulting fee will be paid for Fall, Spring and Summer as stated in this Agreement.

Example #3: Student attends Fall 2021 as a New and Regular Full-Time Student, does not attend Spring 2022, then returns and attends Summer 2022 Full-Time and Fall 2022 Full-Time.

Consulting fee will be paid for Fall 2021 only. No fee is paid for Summer 2022 session or the Fall 2022 semester because student did not attend the Spring 2022 semester.

Example #4: Student attends Spring 2022 as a New and Regular Full-Time Student, Fall 2022 as a Regular Full-Time Student, and then Spring 2023 as a Regular Full-Time Student and Summer 2023 as a Summer Full-Time Student.

Consulting fee will be paid for Spring 2022 and Fall 2022; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2023 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2022 and Fall 2022 semesters.

**Statement #2: Educational Consultant's fee is paid for a maximum of two semesters (fall or spring).** Summer session is excluded; summer is not considered a semester; however, fee is paid if student attends college for the first time in the summer session or if student attends summer session after attending his/her first spring semester. For purposes of this Agreement, a summer session must consist of a minimum of 6 units.

Example #1: Student attends Spring 2022 as a New and Regular Full-Time Student and attends Fall 2022 as a Regular Full-Time Student. Then, Student attends Spring 2023 as a Regular Full-Time Student and Summer 2023 as a Summer Full-Time Student.

Consulting fee will be paid for Spring 2022 and Fall 2022; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2023 because the fee for Regular Full-Time Students is for a maximum of two semesters. The Educational Consultant does not earn the fee for Summer 2023 because it is not consecutive to the eligible Spring 2022 and Fall 2022 semesters.

Example #2: Student attends Summer 2022 session as a New and Summer Full-Time Student and attends Fall 2022 as a Regular Full-Time Student. Then, the Student attends Spring 2023 as a Regular Full-Time Student and Summer 2023 as a Summer Full-Time Student.

Consulting fee will be paid for Summer 2022 as Student started college for the first time during summer session. Consulting fee will also be paid for Fall 2022 and Spring 2022 semesters.

No fee is paid for Summer 2023 and any subsequent semesters.

Example #3: Student attends Spring 2022 as a New and Regular Full-Time Student, attends Summer 2022 as a Summer Full-Time Student, and attends Fall 2022 as a Regular Full-Time Student.

Consulting fee will be paid for Spring 2022.

Consulting fee will be paid for Summer 2022 because Student is attending Summer session after her first college semester.

Consulting fee will be paid for Fall 2022.

**Statement #3: The College will pay Educational Consultant up to two semesters total, regardless of whether the Student attended and paid for ELP or the District's regular college credit program, in any combination of semester terms in accordance with the provisions contained herein; no tacking of ELP and College Credit allowed.**

Example #1: Student attends the ELP in Fall 2021 as a New and ELP Full-Time Student, then attends Spring 2022 as a Regular Full-Time Student.

Consulting fee will be paid for both semesters (*fee is paid for up to two semesters regardless of the program student attended*).

Example #2: Student attends the ELP in Fall 2018 as a New and ELP Full-Time Student and attends the ELP in Spring 2019 as an ELP Full-Time Student. Then, Student attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Fall 2018 and Spring 2019 (*fee is paid for up to two semesters; although student is attending the regular college credit program for his first time in Fall 2019, no consulting fee is paid for this semester; no tacking of fees allowed*)

**Statement #4: Educational Consultant's fee is based on the number of students recruited per semester for the regular college credit program & ELA.** Summer session is not considered a semester; however, a fee of \$350 is paid to the Educational Consultant for each New Summer Full-Time Student. For purposes of this Agreement, a Summer session consist of 6-8 weeks (equivalent to 6 units).

Scenario #1: Educational Consultant recruits five students (A, B, C, D, E) for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$700 per student for Spring 2019

If Students A, B, C, D, and E attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per Student.

If Students, A, B, C, D, and E attend Fall 2019 as Regular Full-Time Students, the College will pay \$700 fee per Student.

If Students A, B, C, D, and E attend Spring 2020 as Regular Full-Time Students, no fee is to be paid to Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters in the regular college credit program*)

Scenario #2: Educational Consultant recruits six or more students for Spring 2022 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$750 per Student, for the sixth and subsequent Students, for Spring 2022.

If the sixth and subsequent Students attend Summer 2022 as Summer Full-Time Students, the College will pay \$350 fee per student

If the sixth and subsequent Students attend Fall 2022 as Regular Full-Time Students, the College will pay \$750 fee per student

If the sixth and subsequent students attend the Spring 2023 as Regular Full-Time Students or subsequent semesters, no fee is to be paid to Educational Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters*)