

**UC DAVIS UNDERGRADUATE ADMISSIONS
TRANSFER OPPORTUNITY PROGRAM AGREEMENT
LOS RIOS COMMUNITY COLLEGE DISTRICT**

The **Transfer Opportunity Program (TOP)** is a collaborative effort between The Regents of the University of California, on behalf of its UC Davis Undergraduate Admissions (University) and Los Rios Community College District (College). The mission of TOP is to support and enhance a transfer culture for College students. By way of advising, academic preparation, and sharing of best practices and school policies, the objective of TOP is to support College in its efforts to increase the number of transfer ready students.

Facilitating the transfer process of underrepresented students to a four-year institution, particularly to University, is a primary objective.

By entering into an agreement to jointly support TOP services, both institutions expect to:

1. Share operational costs of the services.
2. Work collaboratively to identify, attract and motivate potential transfer students to pursue their education through the bachelor's degree level.
3. Work collaboratively to strengthen the academic preparation, performance and retention of the College students who seek transfer admission into University.
4. Focus on increasing the transfer rate of College's students which will include underrepresented students as well as those who do not traditionally transfer to four-year institutions.

TOP Services.

University TOP advisers will serve as a resource to the College's faculty, staff and students. Services include the following:

1. In collaboration with the College's transfer center staff, or appropriate designee, the University TOP adviser will establish mechanisms for the early identification of potential transfer students, particularly those interested in transfer to University. This may include academic prep programs in local high schools that promote College attendance and university transfer.
2. TOP advisers will conduct transfer information sessions and workshops for students, faculty and staff.
3. TOP advisers will meet with students individually and/or in group forums to discuss course preparation for transfer to University. This includes appointments scheduled in advance by the Transfer Center staff and walk-in advising, schedule permitting.
4. TOP advisers will provide information and training to students, faculty, and staff in areas including but not limited to:
 - a. UC Application process
 - b. University Admission process
 - c. University Transfer Admission Guarantee (TAG) process
 - d. University major availability and requirements
 - e. University academic program preparation
 - f. University Student housing
 - g. Financial Aid process and resources

5. TOP advisers will take referrals from College counselors, as well as make referrals to University services and academic departments as appropriate.
6. TOP advisers will act as a liaison between academic and administrative departments in areas pertaining to transfer, which include but are not limited to:
 - a. Articulation
 - b. Academic Preparation
 - c. Financial Aid
 - d. Student support services and programs
 - e. Intersegmental Cross Enrollment
 - f. TAG evaluation
7. TOP advisers will conduct/arrange special programs that may facilitate the transfer process, which may include but are not limited to:
 - a. Tours of the University campus
 - b. Special seminars for targeted audiences
 - c. Discover University Programming
 - d. TOP Summit for counselors
8. TOP advisers will attend College's Counseling Department meetings as appropriate.
9. TOP advisers will continue to utilize tools to serve College students most effectively. This includes, but is not limited to:
 - a. The use of the UC Transfer Admission Planner (TAP)
 - b. The use of distance advising when convenient to the student
 - c. The use of data reports to measure successes and potential needs for improvement. These data reports will also be made available to College upon request.
10. Deliver critical and timely admissions information to students and counselors. Provide admissions materials and publications and develop e-mail messages that specify academic preparation and requirements for University and other relevant admissions and orientation information.

Program Responsibilities.

It is understood that as a joint effort, each party will have a set of unique responsibilities to ensure the success of TOP and to serve the students at College most effectively.

University will fulfill the following responsibilities:

- 1) Assign dedicated TOP advisers that are knowledgeable in matters related to UC admission policy, University selection processes, and campus specific articulation.
- 2) In consultation with the College Transfer Center staff, or appropriate designee, will determine the frequency of visits to the Transfer Center and provide a schedule prior to the start of each academic term.
- 3) Provide College articulation officer, transfer center staff and student services personnel, with updates regarding changes in articulation or admission/selection requirements at University.
- 4) Encourage the mutual exchange of aggregate students' data between College's Office of Institutional Research (IR) and the University Office of Undergraduate Admissions for research purposes and service improvements.
- 5) Provide the lists of potential transfer students acquired from IR to various University recruitment offices upon request.
- 6) Participate in College's periodic review of the program and staffing needs.

College will fulfill the following responsibilities:

- 1) Provide appropriate space, with internet access, for University TOP advisers in order to advise students. Occasionally, will also provide space large enough to accommodate other transfer related events, workshops, and activities.
- 2) Provide administrative support for the TOP adviser in the following ways:
 - a. Appointment scheduling for walk-ins
 - b. Phone scheduling for calls
 - c. Publicizing TOP related events and services via College campus communication networks.
- 3) Update the TOP adviser on articulation and curriculum changes, as well as any administrative procedures that may affect the implementation of the program.
- 4) Provide academic information for students meeting with the TOP advisers, preferably through direct electronic access to transcripts with student's written consent.
- 5) Facilitate the collection of student data by encouraging students to utilize the TAP.
- 6) Work in collaboration with University to periodically review the program and staffing needs.

Term. The term of this agreement shall be from the date of the last authorized signature below through June 30, 2016.

Fees. Fees for services provided by University staff under this Agreement shall be determined annually. College shall pay University \$28,000, due within 30 days following receipt of invoice. The parties to this agreement acknowledge that failure to pay the amount set forth will result in discontinuance of all TOP services.

Notice. Any notice, request, or inquiry regarding the provisions of this agreement, its termination, or similar matters shall be directed to the appropriate party at the following address:

1. **Regarding Agreement.** Correspondence or inquiries regarding contractual matters shall be directed to the appropriate party at the following addresses:

UNIVERSITY

Business & Revenue Contracts
University of California, Davis
One Shields Ave.
Davis, CA 95616.

COLLEGE

Los Rios Community College District
Attn: Victoria C. Rosario, EdD
1919 Spanos Court
Sacramento, CA 95828
Phone #: 916-568-3150
E-Mail: rosariv@losrios.edu

2. **Regarding Program.** College's correspondence or inquiries regarding the program or payment should be directed to the University contacts:

- Associate Director & TOP Manager: Pamela Blanco, parueca@ucdavis.edu, 530-219-0568
- Business Analyst: Jane Quiring, jaquiring@ucdavis.edu, 530-752-3261

Priority of University Work. University work always has priority over work to be performed for non-University users.

Use of University's Name. College shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.

University's Right to Use Data. University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the services described in this agreement.

Indemnification. Each party will defend, indemnify, and hold harmless the other party, its officers, trustees, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of College, its officers, trustees, employees, agents, sub-suppliers, or anyone directly or indirectly employed by College, or any person or persons under College's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of College, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by College, or any person or persons under College's direction and/or control. University agrees to provide College with prompt notice of any such claim or action and to permit College to defend any claim or action, and that University will cooperate fully in such defense. University retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

Non-Liability of University.

1. **Consequential Damages.** University shall not be liable for any loss of profits, claims against College by any third party, or consequential damages.
2. **Delay/Desired Result.** University shall incur no liability to College or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform services, or failure to achieve a desired result.
3. **Property Damage.** University shall incur no liability to College or to any third party for loss or destruction of or damage to any materials to be sampled, assayed, or tested, data, equipment, or other property brought upon University premises by College or delivered to University by College in connection with this agreement. College accepts all liability for risk of loss to any and all such property.
4. **Liability Limitation.** University's liability for damages shall not exceed the total of all charges paid by College.

Protection of Confidential Data

1. University agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Education Rights and Privacy Act (34 CFR § 99.33 (a)(2)) with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from College may use the information, but only for the purposes for which the disclosure was made.
2. **Definition:** *Covered data and information (CDI)* includes paper and electronic student education record information supplied by College to University.
3. **Acknowledgment of Access to CDI:** University acknowledges that the Agreement allows University access to CDI.

4. **Prohibition on Unauthorized Use or Disclosure of CDI:** University agrees to hold CDI in strict confidence. University shall not use or disclose CDI received from or on behalf of College except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by College. University agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.
5. **Return or Destruction of CDI:** Upon termination, cancellation, expirations or other conclusion of the Agreement, University shall return all CDI to College or, if return is not feasible, destroy any and all CDI. If University destroys the information, University shall provide College with a certificate confirming the date of destruction of the data.
6. **Remedies:** If College can reasonably determine in good faith that University has materially breached any of its obligations under this contract, the College in its sole discretion, shall have the right to require University to submit to a plan of monitoring and reporting; provide University with fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, College shall provide written notice to University describing the violation and the action it intends to take.

Disclaimer of Warranty. UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY COLLEGE FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Termination. Either party shall have the right to terminate this Agreement, at any time, by giving 30 calendar days' written notice of such action.

Amendment. No change in any term or condition of this agreement shall become effective unless by amendment, in writing, signed by both parties.

Entire Agreement. This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

LOS RIOS COMMUNITY COLLEGE DISTRICT

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: Susan L. Lorimer
(authorized signature)

By: _____

Print name: Susan L. Lorimer

Kelly Gilmore
Business & Revenue Contracts Manager
Contracting Services
UC Davis

Title: Deputy Chancellor

Date: 1-22-16

Date: 1/22/2016