

**UC DAVIS UNDERGRADUATE ADMISSIONS
TRANSFER OPPORTUNITY PROGRAM AGREEMENT
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**

The **Transfer Opportunity Program (TOP)** is a collaborative effort between The Regents of the University of California, on behalf of its department of Undergraduate Admissions (UC Davis) and CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT (CLPCCD). TOP is to support and enhance a transfer culture for CLPCCD students. By way of advising, academic preparation, and sharing of best practices and school policies, the objective of TOP is to support CLPCCD in their efforts to increase the number of transfer ready students.

Facilitating the transfer process of underrepresented students to a four-year institution, particularly to UC Davis, 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 CLPCCD students who seek transfer admission into UC Davis.
4. Focus on increasing the transfer rate of CLPCCD's underrepresented students as well as those who do not traditionally transfer to four-year institutions.

TOP Services.

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

1. In collaboration with the CLPCCD's transfer center staff, or appropriate designee, the UC Davis TOP adviser will establish mechanisms for the early identification of potential transfer students, particularly those interested in transfer to UC Davis. This may include academic prep programs in local high schools that promote CLPCCD 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 UC Davis. 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. UC Davis Admission process
 - c. UC Davis Transfer Admission Guarantee (TAG) process
 - d. UC Davis major availability and requirements
 - e. UC Davis academic program preparation
 - f. UC Davis Student housing
 - g. Financial Aid process and resources

5. TOP advisers will take referrals from CLPCCD counselors, as well as make referrals to UC Davis 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 UC Davis campus
 - b. Special seminars for targeted audiences
 - c. Discover UC Davis Programming
 - d. TOP Summit for counselors
8. TOP advisers will attend CLPCCD's Counseling Department meetings as appropriate.
9. TOP advisers will continue to utilize tools to serve CLPCCD 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 CLPCCD upon request.

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 CLPCCD most effectively.

UC Davis will fulfill the following responsibilities:

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

This area of agreement intentionally left blank.

CLPCCD will fulfill the following responsibilities:

- 1) Provide appropriate space, with internet access, for UC Davis 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 CLPCCD 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.
- 5) Facilitate the collection of student data by encouraging students to utilize the TAP.
- 6) Work in collaboration with UC Davis 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 UC Davis staff under this Agreement shall be determined annually. For the 2015-16 Academic Year, CLPCCD shall pay UC Davis \$14000, 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:

UC DAVIS

Business & Revenue Contracts
Attn: Matthew Guilfoil
University of California, Davis

One Shields Ave.
Davis, CA 95616
Phone#: (530) 752-6530
E-Mail: mguilfoil@ucdavis.edu

CLPCCD

[Dept/Office Name]
Attn: Celia Esposito-Noy
Vice Chancellor of Educational Services and
Student Success

7600 Dublin Blvd., 3rd Floor
Dublin,
Phone #: 925-485-5244
E-Mail: cesposito-noy@clpccd.org

2. **Regarding Program.** CLPCCD's correspondence or inquiries regarding the program or payment should be directed to the UC Davis contacts:
 - Assoc. Director & TOP Manager: Pamela Blanco, parueca@ucdavis.edu, 530-219-0568
 - Business Analyst: Jane Quiring, jaquiring@ucdavis.edu, 530-752-3261

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

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

University's Right to Use Data. UC Davis 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. CLPCCD will defend, indemnify, and hold harmless UC Davis, its officers, 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 CLPCCD, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by CLPCCD, or any person or persons under CLPCCD's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of CLPCCD, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by CLPCCD, or any person or persons under CLPCCD's direction and/or control. UC Davis agrees to provide CLPCCD with prompt notice of any such claim or action and to permit CLPCCD to defend any claim or action, and that UC Davis will cooperate fully in such defense. UC Davis 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.** UC Davis shall not be liable for any loss of profits, claims against CLPCCD by any third party, or consequential damages.
2. **Delay/Desired Result.** UC Davis shall incur no liability to CLPCCD or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from UC Davis's delay in performance or failure to perform services, or failure to achieve a desired result.
3. **Property Damage.** UC Davis shall incur no liability to CLPCCD 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 UC Davis premises by CLPCCD or delivered to UC Davis by CLPCCD in connection with this agreement. CLPCCD accepts all liability for risk of loss to any and all such property.
4. **Liability Limitation.** UC Davis's liability for damages shall not exceed the total of all charges paid by CLPCCD.

Confidential Information.

During the course of this agreement, CLPCCD may provide UC Davis with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If CLPCCD should communicate orally to UC Davis, they shall submit confirmation in writing within five days of such disclosure.

This area of agreement intentionally left blank.

1. **UC Davis's Obligation.** UC Davis shall treat CLPCCD's Confidential Information in the same manner as UC Davis treats its own similar information. Upon receipt of written request, UC Davis shall protect CLPCCD's Confidential Information by means not normally employed by UC Davis; however, UC Davis shall have no obligation to comply with any such request by CLPCCD. Should such protection occur, any related costs shall be borne by CLPCCD. UC Davis shall not be liable for inadvertent disclosure of Confidential Information, provided UC Davis has exercised reasonable care.
2. **Exempt Information.** Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by UC Davis; (v) previously known to UC Davis; or (vi) produced in compliance with a court order or when required by law. UC Davis shall give reasonable notice to CLPCCD that Confidential Information is being sought by a third party, to afford CLPCCD an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at CLPCCD's sole initiative, risk, cost, and expense. UC Davis is not obligated to participate in any defense against such request for disclosure. Upon CLPCCD's request, UC Davis agrees to cease using all Confidential Information and to return it promptly to CLPCCD.
3. **Time Limitation.** UC Davis shall not divulge CLPCCD's Confidential Information for a period of three years following termination of this agreement, or earlier if CLPCCD makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.
4. **Disposition of Confidential Information.** Upon completion of services or termination of this agreement, by CLPCCD's written request, UC Davis shall return any Confidential Information. Absent such request, UC Davis shall destroy or dispose of it according to its established procedures.

Disclaimer of Warranty. UC DAVIS MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY THE USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UC DAVIS 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.

Agreement signature page to follow:

The undersigned hereby agree to all the terms and conditions set forth in this agreement:

**CHABOT-LAS POSITAS
COMMUNITY COLLEGE DISTRICT**

By: _____
(authorized signee)

Print Name: Lorenzo Legaspi

Title: Vice Chancellor, Business Services

Date Signed: _____

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By: _____

Kelly Gilmore, Manager
Business & Revenue Contracts
UC Davis Contracting Services

Date Signed: _____