

**UNIVERSITY 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 (University) and Chabot Las-Positas 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 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; and
  - 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; and
  - 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's 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; and
  - 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.
  - 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 6/30/2017.

**Fees.** For services provided by University staff under this Agreement, College shall pay University \$14,000, 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 Avenue  
Davis, CA 95616

COLLEGE

Chabot Las-Positas Community College  
District Attn: Krista Johns, Vice Chancellor  
Educational Services and Student Success  
Dublin Blvd., 3<sup>rd</sup> Floor, Dublin, CA 945687600  
Phone: 925-485-5244  
E-Mail: kjohns@clpccd.org

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

- Assoc. Director & TOP Manager: Pamela Blanco, [parueca@ucdavis.edu](mailto:parueca@ucdavis.edu), 530-219-0568
- Business Analyst: Jane Quiring, [jaquiring@ucdavis.edu](mailto: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. However, College may, without seeking such written approval, make true and accurate statements of its connection with the University regarding this Agreement and the terms hereof. Permission for use may be withdrawn at any time the authorizing official determines that further usage will not be in the best interests of the University.

**Indemnification.** Each party shall defend, indemnify, and hold the other party, its officers, agents, and employees harmless from and against any and all liability, loss, expense, attorneys'

fees, or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

### **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 educational records set forth in The Family Education Rights and Privacy Act [34 CFR § 99.33 (a)(2)] with the terms set 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 this 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 this 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, expiration or other conclusion of this 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 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 agreement, the College, in its sole discretion, shall have the right to require University to submit a plan of monitoring and reporting, provide University with a 15 day period to cure the breach, or terminate this agreement immediately if cure is not possible. Before exercising any of these option, 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.

**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 herein.

**Termination.** University may terminate this agreement at any time by giving College 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:

Chabot Las-Positas  
Community College District

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

By: \_\_\_\_\_  
(authorized signature)

By: \_\_\_\_\_

Print Name: Lorenzo Legaspi

Kelly Gilmore  
Business & Revenue Contracts Manager  
Contracting Services  
UC Davis

Title: Vice Chancellor, Business Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_