

Transfer Enrollment Counselor Collaboration Agreement

This collaboration agreement ("Agreement") is entered into by and between the University of Massachusetts Boston with an address of 100 William T. Morrissey Blvd., Boston, Massachusetts 02125 ("UMass Boston") and Bunker Hill Community College with an address of 250 New Rutherford Avenue, Charlestown, Massachusetts ("Bunker Hill"), collectively, the "Parties," individually a "Party."

Whereas, the Parties have engaged in a number of collaborative engagements, including; but not limited to student referrals, recruitment visits, application events, articulation agreements and the recently developed Liberal Arts Pathway;

Whereas UMass Boston wishes to place a Transfer Enrollment Counselor physically at Bunker Hill to support Bunker Hill students who wish to ultimately transfer to UMass Boston; and

Whereas Bunker Hill agrees to such placement and to provide space for UMass Boston's Transfer Enrollment

Now Therefore, in consideration of the mutual provision and covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. UMASS BOSTON RESPONSIBILITIES.

1. UMass Boston will hire a full time Transfer Enrollment Counselor (see Appendix A – position description) and train the Transfer Enrollment Counselor ("Counselor") with regard to application deadlines, university information including but not limited to academic programs, student life, and general financial aid and scholarship information. Additionally, Counselor will be trained on application reading and transfer credit evaluation including any related technical competencies.
2. UMass Boston shall place the Counselor at Bunker Hill. The Counselor shall work approximately twenty (20) hours a week at Bunker Hill during the academic year. Bunker Hill and UMass Boston acknowledge and agree that this position shall be in addition to any current informal arrangement that allows UMass Boston occasional recruitment visits ("Tabling") and transfer application days.
3. The Counselor shall work with Bunker Hill transfer employees and be responsible for developing widely accessible resources for Bunker Hill students, staff and faculty that wish to transfer to UMass Boston. These resources will assist Bunker Hill students, staff and faculty in understanding the transfer application process, transfer of credit, and program and course selection as it specifically relates to UMass Boston.

4. The Counselor will also oversee the creation and execution of an official referral program for Bunker Hill freshman student applicants that applied to UMass Boston; but, did not initially qualify for admission to UMass Boston. These Bunker Hill students will be provided a defined pathway which, if pursued, would lead automatically to admission at UMass Boston in a future semester (a process often termed "Reserve Placement." Additionally the Counselor will serve as point of contact for Bunker Hill faculty and staff with regard to any new or existing collaborations as they relate to transfer enrollment.
5. The Counselor will report semi-annually on their activities and provide data with regard to the freshman referral program and transfer from Bunker Hill to UMass Boston.
6. The Counselor will collaborate with Bunker Hill staff to create and maintain a dedicated webpage on the Bunker Hill website for the freshman referral program and a separate webpage with content and resources specifically designed for Bunker Hill students planning to transfer to UMass Boston.
7. UMass Boston agrees to notify Bunker Hill regarding any staffing changes as it relates to the Counselor.
8. UMass Boston agrees to provide a point of contact for the escalation of issues (Appendix B)
9. UMass Boston agrees to ensure that Counselor complies with Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99 in the performance of Counselor's duties as described in this Agreement.
10. The purpose of this new position is intended to ensure a more seamless transfer experience for Bunker Hill students, resulting in meaningful application of credits, increased completion rates, and shortened time to degree. Bunker Hill and UMass agree to support the work of the Counselor.

B. BUNKER HILL RESPONSIBILITIES.

1. Bunker Hill will provide office space for the Counselor. Since the Counselor will only be at Bunker Hill twenty (20) hours a week, the space may be shared space.
2. Bunker Hill will provide the Counselor access to the following resources: reliable internet connection, campus telephone access, copying machine, and parking permit machine

3. Bunker Hill will maintain links out to each of the Bunker Hill websites for the freshman referral program and separate webpage containing resources specifically designed for Bunker Hill students interested in transferring to UMass Boston.
4. Bunker Hill agrees to invite the Counselor to attend trainings and meetings regarding on-boarding to ensure that Counselor is providing advice and information consistent with Bunker Hill messaging and Bunker Hill's advising philosophy and practices.
5. Bunker Hill will provide a point of contact for the Counselor pertaining to day-to-day communication and needs. Bunker Hill will also provide a point of contact for the Counselor regarding broader matters.
6. Bunker Hill agrees to provide appropriate notice to UMass Boston and the Transfer Enrollment Counselor with regard to changes to provided work space, points of contact, curriculum and course changes, etc.

C. MUTUAL RESPONSIBILITIES.

1. UMass Boston and Bunker Hill mutually agree to routine review of the efficacy of this partnership as well as any issues, concerns or necessary modifications
2. The Parties agree to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99 when sharing personally identifiable information from student education records in accordance with this Agreement.
3. **Confidentiality/Privacy.** The Parties shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy. In addition, in the performance of this Agreement, a Party may acquire or have access to “personal data” and become a “holder” of such personal data (as defined in Mass. Gen. Laws ch. 66A) or personal information (as defined in Mass.Gen.Laws ch. 93H), or personally identifiable information from education records as defined under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99. Personal data, personal information, and personally identifiable information from education records shall be deemed to be “Personal Information.” The Parties shall implement feasible safeguards to restrict access and ensure the security, confidentiality and integrity of all Personal Information owned, controlled, stored, or maintained by a Party and provided to or accessed by a Party to the other Party in the performance of Agreement, irrespective of the medium in which it is held. The Parties agree that it shall inform each of their employees, servants or agents, having involvement with Personal Information of the laws and regulations relating to confidentiality and privacy.

4. **Limitation of Liability.** Neither Party shall be liable to the other (whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising out of, related to, or in connection with this Agreement for breach of contract, loss of goodwill, loss of data, loss of profit, business opportunities, or for any direct, indirect, incidental, special, punitive, or consequential losses or damages, even if the loss or damage was reasonably foreseeable or a Party was aware of the possibility of that loss or damage arising. Each Part shall be responsible for the negligent acts or omissions of their employees, servants, or agents, in accordance with applicable federal and/or Massachusetts laws.

D. ADDITIONAL TERMS.

Term/Termination of the Agreement. This Agreement shall be effective beginning the spring 2020 semester and terminate on August 31, 2024, ("Initial Term"), unless otherwise terminated in accordance with the Agreement. The Parties may mutually agree to extend the Initial Term of this Agreement for an additional five (5) years (the "Extended Term") upon each Party's written notice to the other Party at least thirty (30) calendar days prior to the end of the Initial Term and the mutual execution of a written amendment to this Agreement. The Agreement shall be reviewed annually by the Parties.

This Agreement may be terminated at any time by either Party by giving written notice to the other Party, as provided in the Notice Section, at least thirty (30) calendar days prior to the effective date of termination stated in the notice.

Amendments. This Agreement may be amended only by written agreement of the Parties, executed by the Parties' authorized representatives and in compliance with all other regulations and requirements of law.

Compliance With Laws. The Parties agree to comply with all applicable local, Massachusetts, and federal laws, regulations and ordinances in the performance of its obligations under this Agreement.

Independent Contractor Status. Bunker Hill is an independent contractor and not an employee or agent of the UMass Boston. No act or direction of the UMass Boston shall be deemed to create an employer/employee or joint employer relationship. UMass Boston shall not be obligated under any contract, subcontract, or other commitment made by Bunker Hill.

Choice of Law. This Agreement is entered into in the Commonwealth of Massachusetts, and the laws of the Commonwealth, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement.

Forum Selection. The Parties agree to bring any action arising out of or relating to this Agreement or the relationship between the Parties in the state courts of the

Commonwealth of Massachusetts which shall have exclusive jurisdiction thereof. The Parties expressly consent to the jurisdiction of the state courts of the Commonwealth of Massachusetts in any action brought by the Commonwealth a Party arising out of or relating to this Agreement or the relationship between the Parties, waiving any claim or defense that such forum is not convenient or proper. This paragraph shall not be construed to limit any other legal rights of the Parties.

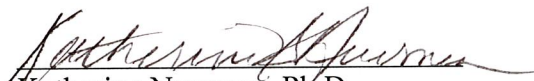
Severability. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

Entire Agreement. The Parties understand and agree that this executed Agreement, as defined above, and any amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties.

Notice. Except as provided elsewhere in this Agreement, notice is effective only if the party giving the notice has sent the notice to the address provided in this Section (or such other address designated by a party in writing) and the addressee has received the notice. A notice is deemed to have been received if delivered in person or sent by registered, or certified mail (return receipt requested), or nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt. Notwithstanding the foregoing sentence, if notice is received after 5:00 p.m. (Eastern Time) on a business day or on a day that is not a business day then notice is deemed received at 9:00 a.m. (Eastern Time) on the next business day.


University of Massachusetts Boston

Bunker Hill Community College


Katherine Newman, Ph.D.
Interim Chancellor

Pam Eddinger 04/15/20

Pam Eddinger, Ph.D.
President


Emily McDermott, Ph.D.
Interim Provost and Vice Chancellor for
Academic Affairs

James F. Canniff, Ed.D.
Provost/Vice President for Academic and
Student Affairs

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their respective duly authorized officers as of the date first above written.

Appendix A

University Of Massachusetts Boston

Position Description

Name: Department: Date:

Official Title: Working Title: Position Level:

Transfer Enrollment Counselor 32

A. General Summary of Position:

The Transfer Counselor ("Counselor") will be responsible for the prospecting and recruitment of current community college students. She/he will be charged with creating and maintaining clear advising materials that will provide guidance to community college students looking to transfer to the university. As part of their work she/he will foster relationships with stakeholders at the community college including: faculty, advisors, and students. The Transfer Counselor will have a comprehensive understanding and working knowledge of the academic offerings at the community college and UMass Boston. She/he will be able to provide specific and detailed information to prospective students to ensure that program and course selections are directly aligned with their intended baccalaureate degree.

Additionally, the Transfer Counselor will collaborate with the Enrollment Management Integrated Marketing and Communications Team to tailor web content, print pieces, email communications, and SMS campaigns to recruit and yield students from the community college to the university. She/he will leverage the Customer Relationship Management system (CRM) to do multi-channeled out-reach to prospects, applicants, admitted, and matriculated students to shepherd her/him through the planning, applicant and enrollment stages and will track all interactions. The incumbent will be able to derive and analyze data from the CRM and Oracle Business Intelligence to monitor the admission funnel, identify and address pain-points, and implement strategies to impact enrollment for students from the community college. The Counselor will spend approximately 50% of their overall time at the University and the other 50% on-site at the community college. The Transfer Counselor will determine methods of outreach to assist individuals or groups of community college students via individual or group meetings, large scale events, or online meetings. The Transfer Counselor will also identify areas where better alignment, smoother processes, or additional resources are needed in order to maximize transfer, and increase service to students.

B. Examples of Duties:

>>Responsible for generating prospects and attracting community college students to the University by providing information about the university's offerings, assisting with the

application process, and providing information about course and program selection to maximize transfer

>>Develop and staff recruitment outreach events, such as Transfer Application Days, Transferology workshops, events by academic major, etc.

>>Create prospect records in the CRM, and follow up with each prospective student with tailored communications; Monitor applications from community college students, and intervene to encourage timely application completion; Congratulate admitted students and encourage her/him to deposit; and continue to engage deposited students to ensure they are completing enrollment next steps

>>Create and maintain advising maps for all community college transfer programs and the corresponding university program; develop a community college specific webpage with pertinent contact for prospective students, including the advising maps

Transfer Center

>>Review admissions applications and render admissions decisions

>>Utilize and instruct others on the use of transferology and the transferology lab to access existing course equivalencies and degree audit information; including community college staff

>>Data enter, evaluate and review transfer credit to generate official transfer credit evaluations for prospective and admitted students

>>Review new transfer course descriptions and syllabi to determine course transferability and applicability and update transfer articulation system accordingly

>>Support the Undergraduate Admissions office with regard to the event staffing, application reading, transfer credit evaluation, staffing the phone line, providing coverage for the reception area, meeting with students and providing information sessions as necessary

>>Provide their supervisor with routine updates and data analysis of their off-site work and its impact

>>Perform other duties as assigned

C. Minimum Qualifications:

Bachelor's degree and a minimum of four to six years of experience in post-secondary admissions, advising, registration or requirement required. The incumbent is required to have and maintain throughout the duration of employment in this position a valid driver's license and/or reliable transportation to travel throughout identified recruitment territory. Ability to work a flexible schedule, including evenings and weekends, as well as off-campus recruiting events, is required.

Preferred Qualifications:

>> Master's degree

>>Prior experience with transfer credit, transfer students, or academic advising preferred

>>Demonstrated experience working with a diverse group of students preferred

D. Supervision Received:

Reports directly to the Deputy Director for Undergraduate Admissions

Appendix B

Agreement Contacts

Bunker Hill Community College

First point of contact for day-to-day issues:

Alicia D'Oyley
Associate Dean of Enrollment: Advising/LifeMap and Assessment
617-228-3267
alicia.doyley@bhcc.mass.edu

Point of contact for broader or escalated issues:

Grace Young
Dean of Enrollment Management and LifeMap
617-336-5083
grace.young@bhcc.mass.edu

University of Massachusetts Boston

Transfer Enrollment Counselor:

Ashley Ewing
Transfer Enrollment Counselor

Point of contact for broader or escalated issues:

Kerry Boyd
Deputy Director, Undergraduate Admissions
617-287-6075
Kerry.boyd@umb.edu