

Date of Board Meeting: September 19, 2023

Subject: Financial Aid Services Staff Augmentation

Recommendation: Approve the contract with Financial Aid Services to provide staff augmentation services within the Office of Financial Aid.

Background and Rationale:

The College is in the process of hiring a full-time Director of Financial Aid. In the interim, it would be beneficial to the continuity of office operations to provide augmented services through a contract service provider. The College solicited and received information from 2 vendors: Financial Aid Services (FAS) and Campus Works. After a review of the submitted information, FAS was identified as the vendor that would be best suited to providing staff services, specifically with regard to their experience working in Ellucian platforms.


The FAS contract includes 35 hours per week for 12 weeks, totaling \$48,300. The Campus Works contract includes six (6) months for services at \$33,107 per month for a total of \$198,642. We would recommend acceptance of the FAS contract to aid in augmenting staff services.

Cost and Budgetary Support: \$48,300 (FY 24 Unrestricted Budget)

Strategic Priority Alignment: Student Success Community Impact
 Resource Optimization Institutional Excellence

Resource Person(s): Amanda Allen, Ed.D.; Vice President of Strategy, Enrollment Mgmt, and Technology

Signatures:

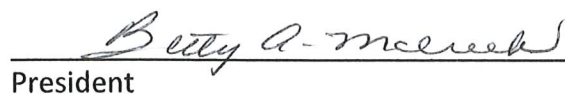


Cabinet-Level Supervisor *B. Skocian*

Sept. 9, 2023

Date

President's Approval:



President

9-8-23

Date



**FINANCIAL AID SERVICES, LLC
CONSULTING SERVICES AGREEMENT**

This Agreement is entered into as of the last day all parties have signed, between Financial Aid Services, LLC, ("Financial Aid Services"), a Delaware limited liability company, and **Wharton County Junior College** ("College"), for the purpose of setting forth the terms and conditions by which Financial Aid Services may provide certain consulting services to College.

ARTICLE I

TERMS

By this Agreement:

- A. Financial Aid Services agrees to perform for College the consulting services set forth in Appendix A to this Agreement (the "Services"). Financial Aid Services shall provide the Services directly to College only, and shall not be required to work with any competitor of Financial Aid Services in connection with providing the Services hereunder. In addition, College agrees that there will be no competitor of Financial Aid Services working in its financial aid office during the time that Financial Aid Services is providing Services hereunder.
- B. In connection with Financial Aid Services providing the Services, College shall perform those tasks and assume those responsibilities specified in Appendix A to this Agreement ("College Responsibilities"). College understands that Financial Aid Services' performance is dependent on College's timely and effective satisfaction of College Responsibilities and timely decisions and approvals by College.
- C. College agrees to reimburse Financial Aid Services according to the schedule set forth in Appendix B to this Agreement.
- D. Financial Aid Services warrants that Services will be performed in a professional manner in accordance with applicable professional standards and shall re-perform any work not in compliance with this warranty brought to its attention within sixty (60) days after the work is performed. THE PRECEDING IS FINANCIAL AID SERVICES' ONLY WARRANTY CONCERNING THE SERVICES, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. In any event, Financial Aid Services' liability with respect to this Agreement shall be limited to actual money damages in an amount not to exceed the total amount paid by College to Financial Aid Services for the Services provided under this Agreement during the most recent twelve (12) months. College agrees that the foregoing shall constitute its exclusive remedy and that Financial Aid Services shall not be liable for special, consequential or exemplary damages.
- E. Upon the termination of this Agreement, Financial Aid Services agrees to end all further use and utilization of, and to immediately return to College, without limitation, information, inventions, products, material, papers, drawings, tabulations, reports, computer programs, other documents or equipment, tools or facilities furnished by College or created or prepared by Financial Aid Services pursuant to the provisions or requirements of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall preclude Financial Aid Services from retaining a copy of its work papers.

- F. During the course of providing the Services for College, each party may be given access to information that (a) relates to the other's past, present and future research, development, business activities, products, services and technical knowledge, and (b) has been identified as confidential ("Confidential Information"). The Confidential Information of the other party may be used by the receiver only in connection with the Services. Each party agrees to protect the confidentiality of the Confidential Information of the other in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind. Access to the Confidential Information shall be restricted to those of Financial Aid Services' and College's personnel on a need to know basis. The Confidential Information may not be copied or reproduced without the discloser's prior written consent. All Confidential Information made available hereunder, including copies thereof, shall be returned upon the first to occur: (a) completion of the Services, or (b) request by the discloser. Financial Aid Services may retain, however, subject to the terms of this Section, copies of the Confidential Information required for compliance with its quality assurance requirements, and said copies shall be available to other Financial Aid Services employees on a need to know basis only. Nothing in this Agreement shall prohibit or limit either party's use of information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party which is not, to the acquirer's knowledge, under an obligation not to disclose such information, or (iv) which is or becomes publicly available through no breach of this Agreement. In the event either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other party, it shall provide prompt notice to the other of such receipt. The party receiving the subpoena shall thereafter be entitled to comply with such subpoena or other process to the extent permitted by law.
- G. College and Financial Aid Services each shall indemnify, hold harmless and defend the other for, from and against any and all claims, suits, damages, losses, liabilities, costs and expenses (including, but not limited to, court costs and reasonable attorneys' fees), of any nature whatsoever (including, but not limited to, property damage or loss, bodily injury or death), to the extent directly or indirectly caused by the performance of their respective obligations under this Agreement, including, but not limited to, any intentional misconduct or negligent acts or omissions of their respective directors, officers, employees, subcontractors, agents or representatives. The party seeking performance under this Article I.G. shall promptly notify the other party of the matter giving rise to the indemnification claim and provide reasonable cooperation in the resolution of this matter. No party shall settle a claim against the other party without such other party's consent, which shall not be unreasonably withheld.
- H. Financial Aid Services reserves the right to determine which of its personnel or independent consultants shall be assigned to perform the Services, and to replace or reassign such personnel or independent consultants during the term hereof; provided, however, that it will, if practicable, subject to scheduling and staffing considerations, honor College's request for specific individuals.

- I. College acknowledges that in the course of performance hereunder Financial Aid Services may use products, materials or methodologies proprietary to Financial Aid Services. College shall have or obtain no rights in such proprietary products, materials and methodologies.
- J. Without prejudice to any other rights or remedies available at law or in equity, either party may withhold or suspend in whole or in part, performance hereunder and/or terminate this Agreement if (i) the other party fails to comply with any material terms or conditions of this Agreement, including payment obligations and fails to cure such nonperformance within fifteen (15) calendar days following written notice of such failure, or (ii) a bankruptcy, insolvency, receivership, liquidation, dissolution, or similar proceeding is instituted by or against either party which is not discharged or corrected within fifteen (15) calendar days of the occurrence. In the event of a termination, College shall pay Financial Aid Services for all Services rendered and expenses incurred by Financial Aid Services prior to the date of termination. Further, College shall pay Financial Aid Services for any demobilization or other costs resulting from such termination.
- K. Financial Aid Services has adopted a drug-free workplace, and utilizes various alcohol and drug screening programs to identify applicants, employees and independent contractors who abuse alcohol or drugs. Such testing may be required of all applicants. Testing may also be done on a random basis for all employees and independent contractors, and whenever Financial Aid Services determines that such testing is needed in a particular situation, such as poor job performance, near or actual accidents, or an employee or independent contractor exhibits possible symptoms of alcohol or drug abuse. Financial Aid Services prohibits employees and independent contractors from: a. Selling any drug or alcohol, including prescription drugs, unless the employee or independent contractor is legally entitled to do so; b. Possessing any alcoholic beverage or unlawful drug while on duty, on College property, on Financial Aid Services property, or attending a conference; c. Using any illegal drug at any time, which would include use of prescription drugs prescribed for someone else or contrary to prescribed doses; d. Using any substance which runs a risk of adversely affecting job performance. This includes use both off and on duty.
- L. Financial Aid Services does not discriminate on the basis of sex, race, color, religion, creed, age, national origin, ancestry, pregnancy, marital status or parental status, sexual orientation, or disability.

ARTICLE II

MISCELLANEOUS

- A. **Assignment/Subcontract.** This Agreement will inure to the benefit of and be binding upon the parties and their respective successors; provided, however, that:
 - 1. The Agreement may not be assigned in whole or in part by Financial Aid Services without the prior express written consent of College, which consent will not be unreasonably withheld; provided, however, that Financial Aid Services shall have the right without the consent of College to assign its rights and obligations hereunder to any Financial Aid Services affiliated entity or to subcontract its obligations to any Financial Aid Services affiliated entity.
 - 2. College shall not assign any rights or obligations under the Agreement in whole or in part without the prior express written consent of Financial Aid Services, which consent will not be unreasonably withheld.

- B. **Amendment.** Except as otherwise provided in this Agreement, this Agreement may not be varied by oral agreement, but only by an instrument in writing executed by both parties.
- C. **Waiver of Rights.** No failure by any party to exercise, or any delay in exercising, and no course of dealing with respect to any right of such party or any obligation of any other party under this Agreement will operate as a waiver thereof, unless, and only to the extent, agreed to in writing by all parties hereto. Any single or partial exercise by any party of its rights shall not preclude such party from any other or further exercise of such right or the exercise of any other right. Any single or partial waiver by any party of any obligation of any other party under this Agreement will constitute a waiver of such obligation only as specified in such waiver and will not constitute a waiver of any other obligation.
- D. **Cumulative Remedies.** Except as otherwise provided in this Agreement, no remedy by the terms of this Agreement conferred upon or reserved to a party is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute on or after the date of this Agreement including, without limitation, the right to such equitable relief by way of injunction, mandatory or prohibitory, to prevent the breach or threatened breach of any of the provisions of this Agreement or to enforce the performance hereof.
- E. **Resolution of Disputes.** In the event of any dispute or disagreement between the parties hereto, either with respect to the interpretation of any provision of this Agreement or with respect to performance hereunder, each of the parties will appoint a designated officer or agent to meet for the purpose of endeavoring to resolve such dispute or to negotiate for a modification to such provision. No formal proceedings for the judicial resolution of such dispute may be commenced until the designated officers or agents have reasonably discussed the provision or performance in question and have concluded in good faith that amicable resolution through continued negotiation of the matter at issue does not appear likely.
- F. **Severability.** Any provision of this Agreement which is held to be prohibited, unenforceable, or not authorized by any court of competent jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability, or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability, or legality of such provision in any other jurisdiction.
- G. **Governing Law; Venue; Entire Agreement.** Except to the extent that this Agreement may be governed by Federal law, this Agreement is governed by, interpreted, construed and enforced in accordance with the laws of the State of Georgia, without reference to its principles of conflict of laws. A lawsuit under this Agreement shall only be brought in a court of competent jurisdiction located within the State of Georgia.

This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, written or oral, not incorporated herein, with respect to the subject matter of the Agreement. All prior writings, correspondence, memoranda, agreements, representations, statements, warranties, covenants, negotiations, and undertakings, express or implied, of any kind or character whatsoever with respect to the subject matter of this Agreement are superseded.

- H. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been given if sent by first class mail, overnight carrier, facsimile, or personal delivery, addressed (i) if to Financial Aid Services, to the attention of President, Financial Aid Services, 180 Interstate North Parkway, Suite 550, Atlanta, Georgia, 30339, (ii) if to the College, at the address

indicated in this Agreement, or (iii) at such other address as the party to be notified has designated upon reasonable notice. Notices made pursuant to this paragraph by facsimile, overnight carrier, or personal delivery will be deemed to be effective upon receipt. Notices made pursuant to this paragraph by first class mail will be deemed to be effective on the fifth business day following the mailing of such notice.

- I. **Confidential/Proprietary Materials.** The terms and conditions of this Agreement shall be considered confidential. All materials, procedures, written instruments, files, and records developed by either party specifically for use under this Agreement are and shall be treated as proprietary in nature. Each party to this Agreement has developed or may develop materials, procedures, written instruments, files, or records which may be similar to those involved in this Agreement. Neither party to this Agreement shall have or acquire any proprietary or any other right whatsoever in any such materials, procedures, written instruments, files, or records developed by the other party. Neither party to this Agreement may benefit from, deal in, sell, license, publish, use, or otherwise exploit for any purpose those materials, procedures, written instruments, files, or records developed by the other party except as expressly provided in this Agreement. This Agreement shall not in any way restrict the right of each party, for its own exclusive benefit, to deal in, sell, license, publish, use, or otherwise exploit for all purposes those materials, procedures, written instruments, files, or records developed by it. The Family Educational Rights and Privacy Act (FERPA) is a Federal law that sets out requirements designed to protect the privacy of education records, both financial and academic. Financial Aid Services' policy relating to the confidentiality of such records and information is in keeping with FERPA and as such, Financial Aid Services will comply with FERPA.
- J. **No Recourse.** No recourse under or upon this Agreement or any claim based thereon or in respect thereof shall be had against any incorporator, member, officer, employee, or trustee, as such, past, present, or future, of a party or of any successor organizations, either directly or through a party or any successor organizations. This Agreement is solely a corporate obligation and no personal liability against any incorporator, member, officer, employee, or trustee, past, present, or future of the parties shall attach through a party or any successor corporations, because of this Agreement.
- K. **Mitigation of Damages.** In the event that a party is unable to perform any obligations arising under this Agreement, such party shall exercise its best efforts to mitigate and remedy any and all injury sustained by the other party.
- L. **Execution.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original. This Agreement may be executed via facsimile and the facsimile signature of any party shall be considered valid, binding and effective for all purposes.
- M. **Interpretation/Construction.** In this Agreement unless the context otherwise requires:
1. Any headings preceding the texts of the several articles and sections of this Agreement, and any table of contents or marginal notes appending to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.
 2. In the event of any inconsistency between the terms and conditions of any Schedule attached hereto and the provisions of this Agreement, this Agreement will prevail.

The parties agree that each party and its counsel reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, Schedules, exhibits, or addendums thereto.

- N. **Authority.** The parties represent that the undersigned are duly authorized representatives of the parties.
- O. **Independent parties.** The parties agree that no legal relationship of any kind exists as a result of this Agreement, other than the covenants expressly contained herein. This Agreement shall not constitute, create, give effect to or otherwise imply a joint venture, partnership or business organization of any kind. The parties to this Agreement are independent parties and the personnel of one party shall not be deemed the personnel of the other. Each party shall be solely responsible for payment of all compensation owed to its personnel, including payment of any taxes related to employment and workers' compensation insurance. Neither party accepts any responsibility for the employees of the other, and neither shall have any obligation or right to discipline, suspend or terminate the employees of the other party. College shall make an independent determination regarding discipline or termination of its employees, and said determination shall not be based primarily on any information provided by Financial Aid Services in connection with its duties hereunder. College shall indemnify and hold harmless Financial Aid Services from any and all claims, costs and expenses incurred by Financial Aid Services in connection with any actions brought by or involving any of Colleges employees. Financial Aid Services shall indemnify and hold harmless College from any and all claims, costs and expenses incurred by College in connection with any actions brought by or involving any of Financial Aid Services' employees. Nothing in this Agreement shall grant to either party any right to make commitments of any kind or to create any obligation for or on behalf of the other without the prior written consent of the other party, except to the extent stated herein.
- P. **Force Majeure.** If a party is delayed from completing performance of any or all of its obligations under this Agreement by an act of God or any other occurrence beyond its reasonable control, then performance shall be excused for as long as it is reasonably necessary to complete performance.
- Q. **Litigation Costs and Attorney Fees.** If any action, at law or equity, including an action for declaratory relief, is brought to enforce or interpret this Agreement, then the prevailing party shall be entitled to recover its reasonable costs, expenses, and attorney fees from the other party, in addition to any other relief that may be awarded.
- R. **Non-Solicitation By College.** Beginning on the Effective Date and continuing for a period of one (1) year after the expiration or termination of this Agreement, College shall not, without Financial Aid Services' prior written consent (which consent may be withheld at Financial Aid Services' sole discretion), seek to enter, negotiate with the intent to enter, or enter into any contract (including, but not limited to, an employment contract, facilities management contract or consulting contract, and whether oral or written) with (i) any employee or former employee of Financial Aid Services who performed work under this Agreement (a "Financial Aid Services Employee"), (ii) any person, firm, corporation or enterprise by which the Financial Aid Services Employee is employed or with which such Financial Aid Services Employee is affiliated (including, but not limited to, as a consultant, shareholder, member, partner, officer or director) ("Financial Aid Services Employee's New Firm") or (iii) any consultant or independent contractor of Financial Aid Services who is engaged by Financial Aid Services to perform services under this Agreement or any amendment to this Agreement (a "Financial Aid Services Contractor"), whereby the Financial Aid Services Employee, Financial Aid Services Employee's New Firm or Financial Aid Services Contractor would provide to College all or part of the services provided by Financial Aid Services to College under this Agreement. It shall be a violation of this provision if College shall approach any Financial Aid Services Employee or Financial Aid Services Contractor for the purpose of attempting to negotiate with any Financial Aid Services Employee or Financial Aid Services Contractor to offer employment to any Financial Aid Services Employee or Financial Aid Services Contractor with whom College would be barred by this provision from employing.

In the event of a breach of the provisions of this Section, Financial Aid Services may, without requirement for following the procedures set out in Article II, take any and all remedies at law or in equity to enforce the provisions of this Section, including, but not limited to, seeking injunctive relief to enforce adherence to the provisions of this Section. The parties acknowledge that it will be difficult, if not impossible, to determine damages caused by violation of the provisions of this Section and a remedy at law may not be adequate, and therefore Financial Aid Services may seek injunctive relief without having first to seek a remedy at law.

- S. **Non-Solicitation By Financial Aid Services.** Beginning on the Effective Date and continuing for a period of one (1) year after the expiration or termination of this Agreement, Financial Aid Services shall not, without College's prior written consent (which consent may be withheld at College's sole discretion), enter into any contract (including, but not limited to, an employment contract, facilities management contract or consulting contract) with (i) any employee or former employee of College (a "College Employee") or (ii) any person, firm, corporation or enterprise by which the College Employee is employed or with which such College Employee is affiliated (including, but not limited to, as a consultant, shareholder, partner, officer or director) ("College Employee's New Firm"), whereby the College Employee or College Employee's New Firm would provide services to Financial Aid Services, or another on behalf of Financial Aid Services.

In the event of a breach of the provisions of this Section, College may, without requirement for following the procedures set out in Article II, take any and all remedies at law or in equity to enforce the provisions of this Section, including, but not limited to, seeking injunctive relief to enforce adherence to the provisions of this Section. The parties acknowledge that it will be difficult, if not impossible, to determine damages caused by violation of the provisions of this Section and a remedy at law may not be adequate, and therefore College may seek injunctive relief without having first to seek a remedy at law.

IN WITNESS WHEREOF, Financial Aid Services, LLC and the College have each caused this instrument to be executed by their respective duly authorized officers and to take effect as of the date below written.

WHARTON COUNTY JUNIOR COLLEGE

FINANCIAL AID SERVICES, LLC

By: _____
Authorized Signature

By: _____
Kashif Mahmood

Printed Name

Title: Senior Vice President of Finance

Title

Address

City, State, Zip

Federal Title IV College Code

Date

Date

INVOICES TO BE SENT TO:

Printed Name

Will a Purchase Order be issued under this Agreement? ___Yes ___No

Printed Title

Address

City, State, Zip

E-Mail Address

Phone Number

Appendix A Services and Responsibilities

As noted in Article I.A. of this Agreement, activities not specifically mentioned are the responsibility of College unless College and Financial Aid Services mutually agree to assign responsibility to Financial Aid Services. These changes will be reflected in an amendment to this Agreement. Additional responsibilities may require a reevaluation of project price.

Financial Aid Services agrees to:

1. Provide interim staffing consulting for one position as outlined in the proposal in Appendix D for 12-week period at 35 hours per week that the parties will mutually agree upon a start date.
2. A required weekly report will be provided to the College by the consultant or consulting team.

College agrees to:

1. Specify designated College contact person(s).
2. Respond to information requests by Financial Aid Services within two (2) business days.
3. Make available all necessary files and documents.
4. Supply Financial Aid Services personnel with suitable office space, desks, storage, furniture and other normal office equipment support, including computer machine time, telephone service, postage, copying, typing and general office supplies which may be necessary in connection with Financial Aid Services' performance of the Services at College's premises.

Appendix B Schedule of Fees

1. The fee for Services rendered pursuant to this Agreement shall be:
 - \$115 per hour per interim financial aid consultant at the senior associate consultant level.
 - Estimated cost for 12-week at 35 hours a week = \$48,300
 - This initial contract shall not exceed \$50,000.

2. College shall reimburse Financial Aid Services for reasonable expenses incurred by Financial Aid Services in the performance of the Services. Such expenses shall include, but shall not be limited to:
 - ▶ Travel, transportation, parking, meals, and lodging
 - ▶ Shipment/return shipment of records or computer equipment

3. College agrees to pay Financial Aid Services on a timely basis. Financial Aid Services' invoices shall be mailed on the 15th and at the end of each month and are due and payable upon receipt. If payment is not received within thirty (30) calendar days of the date the invoice was mailed, the account is subject to:
 - a. A late charge of the greater of one-half percent (0.5%) (six percent (6%) per annum) on the unpaid balance or \$10.00 per month on the unpaid balance, and”
 - b. Interruption of activities set forth in Appendix A to this Agreement.

4. College agrees that if this Agreement extends beyond one (1) year, the fees as set forth above shall be reviewed on an annual basis and, if FAS has increased its fees to similar clients for similar work, the fees as set forth above shall be reviewed.

**FINANCIAL AID SERVICES, LLC
CONSULTING SERVICES AGREEMENT**

**Appendix C
U.S. Department of Education Required Language**

As required by 34 C.F.R. 668.25(c), Financial Aid Services agrees to:

1. Comply with all statutory provisions of or applicable to Title IV of the Act, all regulatory provisions prescribed under that statutory authority, and all special arrangements, agreements, limitations, suspensions, and terminations entered into under the authority of statutes applicable to Title IV of the Act, including the requirement to use any funds that Financial Aid Services administers under any Title IV, Act program and any interest or other earnings thereon solely for the purposes specified in and in accordance with that program;
2. Refer to the Office of Inspector General of the U.S. Department of Education for investigation of any information indicating there is reasonable cause to believe that the University might have engaged in fraud or other criminal misconduct in connection with the University's administration of any Title IV, Act program or an applicant for Title IV, Act program assistance might have engaged in fraud or other criminal misconduct in connection with his or her application;
3. Be jointly and severally liable with the University to the Secretary of the U.S. Department of Education for any violation by Financial Aid Services of any statutory provision of or applicable to Title IV of the Act, any regulatory provision prescribed under that statutory authority, and any applicable special arrangement, agreement, or limitation entered into under the authority of the statutes applicable to Title IV of the Act;
4. In the case Financial Aid Services disburses funds (including funds received under the Title IV, Act programs) or delivers Federal Stafford Loan or Federal Unsubsidized Stafford Loan proceeds to a student –
 - a. Confirm the eligibility of the student before making that disbursement or delivering those proceeds; and
 - b. Calculate and pay refunds and repayments due a student, the Title IV, Act program accounts, and the student's lender under the Federal Stafford Loan, Federal PLUS, and Federal Unsubsidized Stafford programs in accordance with the University's refund policy, the provision of 34 C.F.R. "668.221 and 668.22, and applicable program requirements; and
5. If Financial Aid Services or the University terminates this Agreement, or if Financial Aid Services stops providing services for the administration of a Title IV, Act program, goes out of business, or files a petition under the Bankruptcy Code, Financial Aid Services shall return to the University all –
 - a. Records in Financial Aid Services' possession pertaining to the University's participation in the program or programs for which services are no longer provided; and
 - b. Funds, including Title IV, Act program funds, received from or on behalf of the University or the University's students for the purposes of the program or programs for which services are no longer provided.



*Wharton County
Junior College*

Wharton County Junior College: Interim Staffing Proposal

AUGUST 29, 2023 (REVISED 9.1.2023)

I



Interim Staffing: Scope of Service

Services rendered in a remote capacity provided by a financial aid consultant with experience using Banner:

- The Interim Director of Financial Aid or Associate Director will:
 - Actively participate in packaging student financial aid offers
 - Assist with Student Financial Aid Counseling Appointments
 - Manages and reports on all grants
 - Manages all aspects of federal reporting including FISAP, ECAR, and program reviews
 - Responsible for fund spend-down, draw-down coordination, over-awards, and reconciliation
 - Serves as a VA School Certifying Official
 - Calculates, processes, and sends notifications on Return to Title IV (R2T4)
 - Development and maintenance of all Automatic processes
 - Yearly Banner set-up
 - Yearly student budget creation and net price calculator
 - Audit and compliance review preparation and college representation, both FA and VA
 - Ellucian update management and testing of IT upgrades
 - Other processing related duties as needed

Remote Interim Staffing: Fees and Terms

- \$115 per hour at the Associate Consultant Level or Consultant Level for an interim Financial Aid Director role or Associate Director for 12 weeks (35 hours a week) *
 - Estimated cost for 12 weeks @ 35 hours a week= \$48,300
 - Set up fee of \$2,500 (WAIVED)
- Minimum engagement of 12 weeks full-time with the ability to extend assignment in 8-week (minimum) increments.
- Interim staff member will need remote access to the systems and network necessary to perform the Scope of Services
- Proposal valid for 30 days

*Travel expenses not included (college is responsible for approved travel expenses)



*Wharton County
Junior College*



Wharton County Junior College: Interim Staffing Proposal

AUGUST 29, 2023 (REVISED 9.1.2023)



Does your financial aid operation feel this way?



It doesn't have to.



Empower Financial Aid and Student Business Services

Financial aid and student business services are engines that power possibilities. When they are not empowered, goals are not met, and students are not well served. FAS empowers you to unlock potential for you and your students.



Serving higher education institutions since 1991

For Colleges & Universities, FAS is.....



YOUR

Enrollment Advantage

Timely, collaborative and creative strategies that lead to higher enrollment and engaged students.



YOUR

Operational Advantage

Experienced, efficient and compliant solutions that make everything work with predictability and peace of mind.



YOUR

Brand Advantage

Accurate, responsive and focused practices that students love, earning you the great reputation you deserve.

Our Services

Trusted by over 1,800 clients + Fortified with over 1,600 years of experience



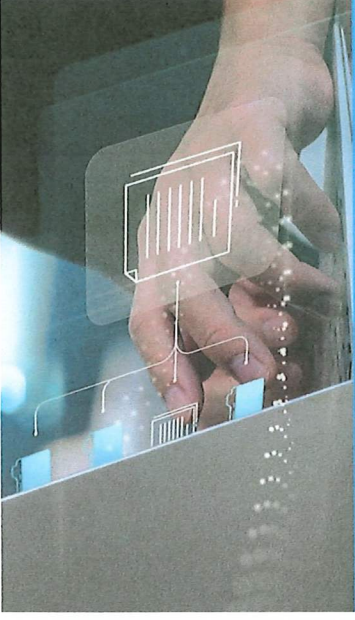
Consulting & Training

Strategic business reviews, led by FAS industry experts, identify opportunities to optimize enrollment, strengthen financial operations and enhance the student experience. Engagements can quickly address **compliance issues, assess organizational efficiency, evaluate marketing communications.** Other engagements include **staff training and development, technology optimization** and tackling system implementation projects.



Interim Staffing

With staff vacancies and hiring challenges impacting campuses nationwide, you can gain an advantage by **utilizing our experienced consultants as interim staffers** to support your financial aid office throughout the year or during heightened activity periods. **We can backfill directors, assistant directors, financial aid counselors, or any other professional-level position.**



Outsourced Processing

With deep subject matter expertise, industry leading practices, and a 32-year proven quality assurance method, you can **outsource all or part of your back office financial aid processing to FAS.** Our clients quickly discover **this is a better economic and strategic model** for managing the demands of financial aid processing. Applications are processed faster, operations run smoother with full compliance, and the student experience is improved.

What Our Clients Say

Greater Enrollment + Easier Operations + Elevated Brand



"Their professionalism is impeccable. When dealing with consultants, I've never seen that level of interest, sincerity, and commitment."

(Retired) Associate Vice
President for Enrollment
Management, Alvernia
University

(Former) Associate
Vice Provost for
Enrollment
Management, Seattle
University

"The FAS consultant was here during a time of transition; we were able to function in terms of financial aid. He helped us bring in our freshman class."



President, Ocean
County College

"After working with FAS, we went from being a rudderless ship to one with extremely competent management, cutting edge technology and professional operating standards."

(Retired) Associate
Vice President of
Student Services, San
Juan College

"The outcome of having FAS here has been a remarkable turnaround with improved customer service and streamlined processes. They also built up the confidence level of our staff"





Staffing Solutions

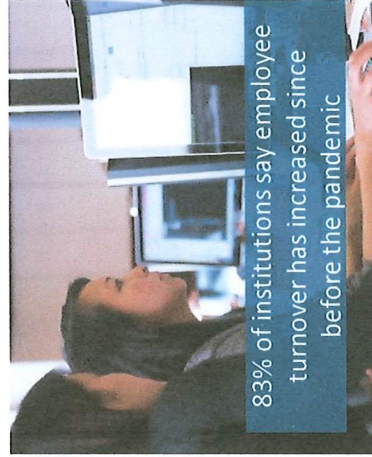


Staffing Landscape

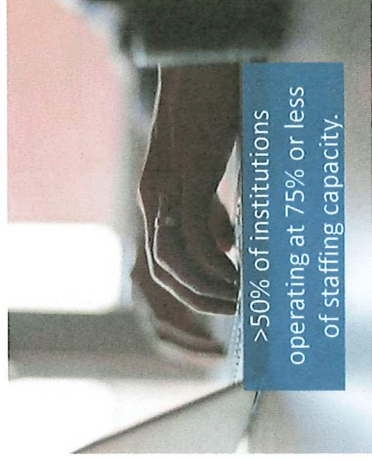
Staff Vacancies and Hiring Challenges Are Impacting Campuses Nationwide



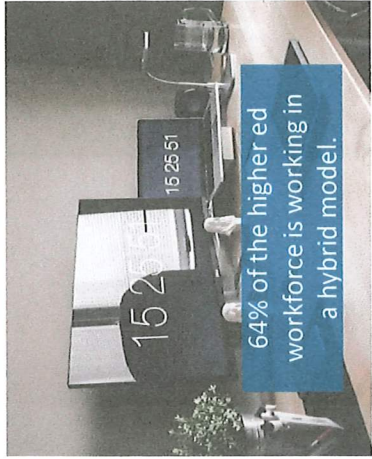
84% of institutions say hiring has become more difficult



83% of institutions say employee turnover has increased since before the pandemic



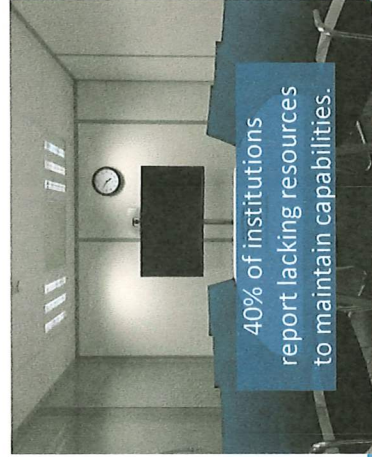
>50% of institutions operating at 75% or less of staffing capacity.



64% of the higher ed workforce is working in a hybrid model.



86% of institutions report not having enough qualified applicants to fill vacancies.



40% of institutions report lacking resources to maintain capabilities.



56% of institutions are highly concerned about their ability to serve students.



Every day, there are 1,000+ financial aid professionals exploring career opportunities

Solving Staff Vacancies and Hiring Challenges



Trusted by over 1,800 clients + Fortified with over 1,600 years of experience

Interim Staffing Model

Temporarily Backfill Any Position, Even at the Director Level

- ✓ Ideal for shorter engagements (3-4 months)
- ✓ Support your operation throughout the year or during peak periods
- ✓ Familiar with all the widely used Student Information Systems
- ✓ Current on Title IV regulations and upcoming changes
- ✓ Adept at supporting or managing your staff
- ✓ FAS Consultants average 26 years of industry experience
- ✓ Job-ready and will hit the ground running on day 1



Interim Staffing



Financial Aid & Student Account Departments are Mission Critical. Utilize FAS Consultants as Interim Staffers.

84%

of institutions say hiring has become more difficult

Reasons and Outcomes:

- Gain an advantage by utilizing our experienced consultants as interim staffers.
- Engagements are 12 weeks with the option to extend in 8 week increments as needed.
- Pricing is based on a billable hour rate.
- For Financial Aid Offices, we can backfill:
 - Directors of Financial Aid
 - Associate/Assistant Director of Financial Aid
 - Financial Aid Counselor and other professional level positions
- For Student Account Departments, we can backfill:
 - Bursar
 - Associate/Assistant Director of Student Accounts
 - Student Accounts Coordinator and other professional level positions



Fractional Model

FAS Consultants Share Their Leadership and Expertise for a *Fraction* of the Time and Cost



86%

of institutions report not having enough qualified applicants to fill vacancies.



Reasons and Outcomes:

- Cost effective and ideal for vacancies that are expected to extend beyond 4 months or for institutions with limited resources.
- Expertise: FAS Consultants who serve as fractional directors are amongst the leading experts who bring a wealth of knowledge, expertise and best practices to your operation.
- FAS Consultants have access and benefit from the wealth of resources and subject matter expertise across FAS. They tap into this think tank environment for you as needed.
- Job-ready on day 1 to make an immediate positive impact.
- Organizational Capability Review included as part of your engagement
- Fractional leaders can uplevel your organization and improve performance where needed. Positive change and improvement is the KPI they live by.
- Allows smaller and middle-sized institutions to compete at the same level as larger, more resourced institutions.
- Flexibility: Engagements can flex up during peak seasons if/when needed.

We Match An Expert to Your Needs & Complexity



For illustrative purposes.
Experience and capabilities vary by consultant.

Ideal for Counselors or Coordinators
Ideal for Asst/Assoc Directors
Ideal for Directors or Bursar's
Ideal for AVP, VP or highly specialized areas of expertise

Key Functions and Experience

	Associate Consultant	Senior Associate Consultant	Consultant	Senior Consultant	Executive Consultant
Administer Aid	X	X	X	X	X
Student Services	X	X	X	X	X
Technology Experience	X	X	X	X	X
Student Counseling		X	X	X	X
Technology Systems (Functional Lead)			X	X	X
Reviewing or Developing Policy & Procedures			X	X	X
Manage Staff			X	X	X
Student Eligibility Compliance			X	X	X
Customer Service Models for Student Services			X	X	X
Organizational and Staff Assessment			X	X	X
Engaging Senior Leadership on Campus			X	X	X
Leading Business Process Improvements			X	X	X
Student Eligibility + Program Eligibility Compliance			X	X	X
Administrative Capability			X	X	X
FAAC			X	X	X
Institutional Effectiveness & Accreditation			X	X	X
Title IV Participation			X	X	X
Student + Program + Institutional Eligibility & Compliance			X	X	X

Interim Staffing Scope & Pricing



Interim Staffing: Scope of Service

Services rendered in a remote capacity provided by a financial aid consultant with experience using Banner:

- The Interim Director of Financial Aid or Associate Director will:
 - Actively participate in packaging student financial aid offers
 - Assist with Student Financial Aid Counseling Appointments
 - Manages and reports on all grants
 - Manages all aspects of federal reporting including FISAP, ECAR, and program reviews
 - Responsible for fund spend-down, draw-down coordination, over-awards, and reconciliation
 - Serves as a VA School Certifying Official
 - Calculates, processes, and sends notifications on Return to Title IV (R2T4)
 - Development and maintenance of all Automatic processes
 - Yearly Banner set-up
 - Yearly student budget creation and net price calculator
 - Audit and compliance review preparation and college representation, both FA and VA
 - Ellucian update management and testing of IT upgrades
 - Other processing related duties as needed



Remote Interim Staffing: Fees and Terms

- \$115 per hour at the Associate Consultant Level or Consultant Level for an interim Financial Aid Director role or Associate Director for 12 weeks (35 hours a week) *
 - Estimated cost for 12 weeks @ 35 hours a week= \$48,300
 - Set up fee of \$2,500 (**WAIVED**)
- Minimum engagement of 12 weeks full-time with the ability to extend assignment in 8-week(minimum) increments.
- Interim staff member will need remote access to the systems and network necessary to perform the Scope of Services
- Proposal valid for 30 days

*Travel expenses not included (college is responsible for approved travel expenses)





THANK YOU

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