WORCESTER STATE UNIVERSITY BOARD OF TRUSTEES MEETING Tuesday, September 8, 2020 5:30 PM REMOTE PARTICIPATION Join Zoom Meeting https://worcester.zoom.us/j/99 045513237?pwd=d2xZdFVvSVB wOEVMOHR3RnJCSmxpdz09 Meeting ID: 990 4551 3237 Passcode: 124910

Meeting Called By: Stephen Madaus (Chair)

Board Members:Craig Blais; Lisa Colombo; Aleta Fazzone; Maryanne Hammond (Vice-Chair); Anna Johnson; Karen Lafond;
Stephen Madaus (Chair); William Mosley; Dina Nichols; Marina Taylor (Vice-Chair); David Tuttle

WSU Staff: Barry Maloney; Nikki Kapurch; Carl Herrin; Patrick Hare,

All documents considered to be drafts until discussed and/or approved by the Board

	AGENDA		
	ITEM	RESPONSIBLE	ACTION
1.	Administrative Business		
	A. Call to Order	Stephen Madaus, Chair	
	B. Minutes: Full Board - July 16, 2020*		B. Vote required
2.	Presentation		
	A. Strategic Plan update*	Sarah Strout	A. Informational and
	B. Memorandum*		vote required
	C. WSU draft strategic plan*		
	D. Strategies and initiatives relating to covid*		
	E. Strategies and initiative relating to equity*		
	F. Metrics*		
3.	Administrative Updates		
	A. Report of the Chairman	Stephen Madaus	
	i. Update on the Diversity and Inclusion work		
	ii. Next meeting: October 20, 2020 (remotely)		
	B. Report of the President	Barry Maloney	
	i. COVID-19 Update		i. Informational
	ii. Information about COVID testing*		ii. Informational
	iii. General Counsel's Job Description*		iii. Informational
	iv. DHE and EY-Parthenon MOU*		iv. Informational
	v. Neighborhood letter*		v. Informational
	C. Other Business		
4.	Adjournment	Stephen Madaus	4. Vote required

Minutes: Nikki Kapurch

*Attachments

WORCESTER STATE UNIVERSITY BOARD OF TRUSTEES MEETING Meeting Minutes

CHAIR:	Mr. Stephen Madaus (Chair)	DATE:	July 16, 2020
LOCATION:	Remote Participation	MINUTES BY:	Patrick Hare
TIME:	3:02 PM		
MEMBERS PRESENT:	Craig Blais; Aleta Fazzone; Maryanne Hammond Johnson; Karen Lafond; Stephen Madaus (Chair) Marina Taylor (Vice-Chair); David Tuttle.	· //	
MEMBERS ABSENT:	Lisa Colombo; Dina Nichols.		
WSU STAFF:	Barry Maloney; Patrick Hare; Kathy Eichelroth; C Forsythe; Julie Kazarian; Tom McNamara; Lois W		

The provision of General Laws, Chapter 30A having been complied with and a quorum present, a meeting of the Board of Trustees was held on Thursday July 16, 2020, through a Zoom remote call. Chair Madaus called the meeting to order at 3:00 p.m. Trustee Madaus reported that all Trustees will participate by remote access and announced that all votes will be by recorded roll call.

Administrative Business:

APPROVAL OF THE MINUTES - Full Board Meeting - June 2, 2020

Upon a motion made by Trustee Taylor and seconded by Trustee Tuttle, it was passed without objection.

VOTED:To approve the June 2, 2020, minutes of the Full Board meeting as presented.ROLL CALL VOTE:8 approved. Craig Blais; Aleta Fazzone; Maryanne Hammond; Karen LaFond; Marina
Taylor; David Tuttle; Stephen Madaus; William Mosley.
1 Abstain. Anna Johnson.
2 Absent. Lisa Colombo; Dina Nichols.

<u>APPROVAL OF THE MINUTES - Finance & Facilities Committee - June 2, 2020</u> Upon a motion made by Trustee Taylor and seconded by Trustee Fazzone, it was passed unanimously.

VOTED:To approve the June 2, 2020, minutes of the Finance and FacilitiesCommittee meeting as presented.

<u>ROLL CALL VOTE:</u> 3 approved. Aleta Fazzone; Marina Taylor; Stephen Madaus.

2 Absent. Lisa Colombo; Dina Nichols.

APPROVAL OF THE MINUTES - Human Resources Committee - June 2, 2020

Upon a motion made by Trustee Hammond and seconded by Trustee Taylor, it was passed unanimously.

- VOTED:
 To approve the June 2, 2020, minutes of the Human Resources Committee meeting as presented.
- <u>ROLL CALL VOTE:</u> 3 approved. Maryanne Hammond; Karen LaFond; Marina Taylor. 1 absent. Dina Nichols.

APPROVAL OF THE MINUTES - Special Meeting - June 15, 2020

Upon a motion made by Trustee Hammond and seconded by Trustee Fazzone, it was passed without objection.

- VOTED:To approve the June 15, 2020, minutes of the Special Meeting
as presented.
- <u>ROLL CALL VOTE:</u> 8 approved. Craig Blais; Aleta Fazzone; Maryanne Hammond; Karen LaFond; Marina Taylor; David Tuttle; Stephen Madaus; William Mosley.
 1 Abstain. Anna Johnson.
 2 Absent. Lisa Colombo; Dina Nichols.

APPROVAL OF THE MINUTES - Executive Committee - June 25, 2020

Upon a motion made by Trustee Taylor and seconded by Trustee Hammond, it was passed unanimously.

- <u>VOTED:</u> To approve the June 25, 2020, minutes of the Executive Committee meeting as presented.
- <u>ROLL CALL VOTE:</u> 3 approved. Maryanne Hammond; Marina Taylor; Stephen Madaus. 1 Absent. Dina Nichols.

BUDGET PRESENTATION

Two budget amendments are on the agenda. Amendment 1 addresses reductions in the approved budget to address anticipated changes in both campus receipts and expenditures. Amendment 2 addresses specific, special needs associated with COVID-19 expenses. Vice President Eichelroth provided a summary of both amendments and the associated income and cost drivers behind each one based on materials shared with the Trustees.

Amendment 1

The state is presently operating on a one-twelth budget, with no clarity regarding what the budget will be from the state. Additionally, fee income is projected to be down in light of lower enrollment numbers.

Though the University has no plans at this juncture to reduce full-time employment, the amendment proposes reductions in temporary, non-benefited employment for both students and non-students. Several measures outlined are intended to reduce the number of adjunct faculty needed for the fall semester as well.

The Capital Improvement Trust Fund, which covers debt service on completed projects as well as the operations and debt services of the parking garage, has a \$1.9 Million surplus which we will transfer to the operating budget.

The amendment also utilizes savings involving the Resident Hall Trust Fund. With the assistance of the Massachusetts State College Building Authority (MSCBA), we have reduced costs and worked with MSCBA to refund debt on the bonds. These actions have saved two-thirds of the debt cost in 2021 for all of the statewide residence halls in part by extending the debt service schedule in out years.

The May Street project is on hold. We are using capital funds intended for that project to offset the overall budget along with reduced expenditures.

A question was raised about deferring sabbaticals, done on a voluntary basis for this fall. The University obliged to honor approved sabbaticals within three years.

A question was raised regarding the return rate of students to campus. We decided to budget at 70% capacity, although we have a waitlist at 93% occupancy. We have taken rooms offline for quarantine in-place -- 40 beds are presently reserved for potential quarantine use. We are documenting the COVID-19 expenses and lost revenue in case monies are released from the federal or state government to reimburse us for such expenses.

Amendment 2

The Safe Return to Campus budget goes hand in hand with the University's Safe Return Plan. These are the funds necessary to achieve that plan. We foresee having to come back to the board to request amendments to this plan throughout the academic year and are based on a conservative approach for what our expenses will be to achieve a safe return to campus.

It includes monies for academic contingency, facility management, health services and other expenses totaling \$6,027,300. \$371,942 expenses were spent in FY20 on class room expenses, so the total FY21 expenses are \$5,655,358. The monies spent on classrooms will allow us to have synchronous classes and asynchronous classes among other types of teaching modalities.

To cover these expenses, we have received \$2,111,416 of one-time resources from the CARES Act funds directly allocated to the University by the U.S. Department of Education. We are also planning on using

\$3,543,942 of unrestricted reserves totaling \$5,655,358. As of 2019, our unrestricted reserves were \$40,686,000. The \$40,686,000 also includes funds for trust funds which we could move to operating funds.

A summary of the specific costs anticipated for the coming academic semester was provided to Trustees. The University will be separately tracking and monitoring all of these costs.

A question was asked regarding what if any funds the Commonwealth of Massachusetts will be contributing against these costs. President Maloney provided a brief summary of several aspects underlying a response to this question. There is no clarity regarding what if any funds the Commonwealth would make available to Massachusetts public higher education. The EY Parthenon project, undertaken by the Department of Higher Education, looked at all of the State Universities and Community Colleges respective cash flows. One of the takeaways from that project was that without the MSCBA bond refunds related to residence halls, we would be presenting a different budget amendment. For FY21, we are given about two-thirds relief and in FY22 about a quarter of our expected obligations. State-wide, if enrollments were to drop sharply, there could be up to four community colleges that will be short on cash and one state university that will be.

Several items that remain in flux including our actual fall enrollment. If we do not experience the 10% projected decrease, the University won't need to dip into the reserves as much; similarly if the state and/or federal governments offer any additional resources.

Our proposed spending is intended to allow us to be able to provide our students with as much of a normal semester as possible, in a safe manner. We believe the testing protocol that we have contracted for will keep our community safe and is consistent with a state report on testing.

A question was asked, do we plan to publicize that we are offering testing as a way to ensure that students are safe? Yes, we will. Our Student Affairs team -- Residence Life and Health Services -- have worked extremely hard to make sure that we will be providing a safe experience for our students.

A question was raised regarding whether there was anywhere else we could look for offsetting funds to cover these budgetary changes, in light of our previously having raised fees and asked for funds to go directly to capital funding. New student enrollment at present is about a 4.6% reduction compared to this time last year. On Monday of next week, we launch our revised class schedules. Those schedules will show students which of their classes are in person, online, or blended. That will help us have more of an understanding of our enrollment after students make adjustments in their respective schedules. Our ability to use the surplus capital improvement fees allows us to not have to dip more deeply into the University's reserves to offset the operating budget. It is our intention to treat the transferred funds from the capital improvement fund as a loan to be reimbursed in future years.

The University is still investing in capital projects on campus, through the matching formula from DCAMM om which \$12 million dollars of our money will secure about \$30 million dollars from the state.

A question was asked if we will be able to move all of our classes online if and when the state tells us we need to. The answer is yes.

A question was raised regarding the Safe Return plan and what we have heard from students / parents? We will know more about that on Monday when the revised schedules go live. We learned a lot from how many of our returning students indicated a desire to live on campus. We have the highest number of deposits in recent years. We have been looking at melt which has been low. We took steps earlier than normal to get students registered. We have not, however, put out a survey to our students to test this plan.

A question was asked if are we prepared to adjust further depending on change in enrollment? Yes.

A question was asked if the Hero's Act is enacted, would we use those federal monies first? If we get any funds, bonds relief or funds from the State and Federal Government, we will utilize such funds first.

Upon a motion made by Trustee Tuttle and seconded by Trustee Hammond, both amendments were approved unanimously.

VOTED:to approve the FY 2021 budget amendments as described in the budget memo
dated July 8, 2020, and detailed in Budget Amendment #1 and Budget
Amendment #2

ROLL CALL VOTE:8 approved. Craig Blais; Aleta Fazzone; Maryanne Hammond; Anna Johnson; Karen
LaFond; Marina; Taylor; David Tuttle; Stephen Madaus; William Mosley.
2 Absent. Lisa Colombo; Dina Nichols.

REPORT OF THE CHAIR

BOT Subcommittee on Diversity and Inclusion

Following up on an idea raised earlier in the year by Trustee Blais, Chair Madaus expressed his desire that the Board develop a new subcommittee on diversity and inclusion. He further indicated that he would like Trustee Mosley to take on the lead role on the behalf of the Board. Chair Madaus asked Trustees what would be the most effective and appropriate manner for our Board to craft such a subcommittee? Should the Board create an ad-hoc committee to provide recommendations on how best to move forward? Trustee Blais spoke about creating a standing subcommittee that could take substantial action. Trustee Hammond allowed as how creating an ad hoc committee will allow the Board to set the framework for this future subcommittee. Trustee Mosley indicated that taking on this position is overdue and supported a role for students in the process. A question was asked if there could be a staff liaison. The University will commit to staffing and working with the subcommittee, and will also look at best practices and what other Institutions and governing boards are doing on this topic. President Maloney welcomed the creation of this subcommittee. He noted that such a subcommittee will help the University stay aligned with the State's Equity Agenda. It is DHE's expectation that everyone be involved with equity, including boards of trustees. The staff briefing memorandum to the Board, dated March 2nd, was a starting point for the conversation in support of such a subcommittee. Trustee

Johnson spoke about the students wanting the highest levels of the University to have these conversations. Trustee Johnson believes this matter is urgent, and the Board will be a welcome voice in the discussion.

President Maloney offered to reach out to Trustee Mosley to engage on this planning process immediately and have a report back in early fall with a final recommendation in time for the November Trustee meeting for the creation of a subcommittee. Trustee Blais recommends that there be representation of the Alumni Board and Foundation Board on such a subcommittee.

It was the consensus of the meeting that there should be the creation of a new standing subcommittee of the Board of Trustees focused on Diversity and Inclusion. To aid in the creation of this standing subcommittee, an ad hoc planning group was also the consensus of the Trustees, with Trustees Mosley, Hammond and Johnson as volunteers.

Next meeting: September 8, 2020 (via Zoom)

REPORT OF THE PRESIDENT

Our virtual Undergraduate Commencement will be held on July 25th. President Maloney thanked all involved including Trustee Madadus and Trustee Colombo. Our Graduate Ceremony will be held virtually as well on August 28th. We will work with the Class of 2020 to put together a celebration of the class as soon as it is safe to do so.

The Massachusetts State Athletic Conference has suspended fall athletics. This impacts several sports. We are waiting for further guidance from the NCAA. Further guidance might shift fall sports to the spring. Workouts will be greatly reduced.

We have shared with you a teacher pipeline report produced from a committee that Mayor Petty asked President Maloney to chair. President Maloney created a committee of leaders throughout the community. President Maloney thanked Dr. Ray Lewis, WSU's Associate Dean for Education, for his tireless efforts in support of this effort.

COVID-19 Update

Monday's class schedule launch will notify students of their fall class schedules and which ones will be in person, online and/or blended. The Deans and Chairs have worked diligently over the past several weeks to gather information on which classes will meet when, where, and how. We have made sure that our classes will be socially distant. 70% of classes will be offered online, 30% in-person.

Worcester State University and EforAll

President Maloney introduced EforAll and how it will help strengthen WSU's entrepreneurship. EforAll is a nonprofit that has partnered with communities across the state, and is looking to set up a branch in Worcester with our assistance. President Maloney introduced Elaine Vescio who spoke about the opportunity to work

with EforAll and bring it to Worcester. WSU will be providing financial resources which will give our students access to EforAll resources. A question was asked whether EforAll will partner with the Worcester Regional Chamber of Commerce? Yes, we have met with the Chamber and they are supportive. WSU will be committing \$5,000 a year over the next three years totaling \$15,000.

University Advancement Dashboard

The Foundation continues raising funds as outlined on the dashboard document shared with the Trustees. The golf tournament is scheduled for August 3rd.

OTHER BUSINESS:

With there being no further business, the WSU Board of Trustees meeting was adjourned.

Upon a motion made by Trustee Mosley and seconded by Trustee LaFond, it was passed unanimously. VOTED: To adjourn the meeting at 5:45 p.m.

ROLL CALL VOTE:

8 approved. Craig Blais; Maryanne Hammond; Anna Johnson; Karen LaFond; Marina Taylor; David Tuttle; Stephen Madaus; William Mosley. 3 Absent. Lisa Colombo; Aleta Fazzone; Dina Nichols.

espectfully submitted, Barry Secretary, Board of Trustees



Strategic Planning Update

Board of Trustees September 8, 2020



Updates since June 2020

- Suggestions from the Board of Trustees were incorporated into the final draft
- At the request of the BHE two additional documents were created to highlight our response to the COVID-19 pandemic and initiatives relating to equity
- Metrics to assess the plan were also created
- Final Draft was submitted to the Board of Higher Education for Touch Point II on June 10, 2020



Touch Point II comments

- The WSU plan was found to be strong and to include all the required components
- It would strengthen the plan to include more actual target numbers
- Would like to see the targets quantified at Touch Point III with a range from attainable to aspirational



Touch Point II Response

- Benchmarks (where data is available) and targets were added to the metrics table
- A plan to collect data for metrics that have not been centrally collected in the past will be created as part of the implementation plan
- Executive Cabinet determined the target ranges for the metrics based on the benchmarks and peer comparisons



Moving Forward

- Board approval of the Final Plan
- Submission of the Final Plan to the BHE for TouchPoint III in October
- Creation of an implementation and assessment plan





Massachusetts Department of Higher Education

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MEMORANDUM

- TO: President Barry Maloney, Worcester State University
- FROM: Carlos E. Santiago, Commissioner
- CC: Chair Chris Gabrieli; Board Members Alex Cortez, JD LaRock, Paul Toner
- **DATE:** August 19, 2020
- SUBJECT: Touch Point II Commentary: Draft Strategic Plan

Strategic Planning Committee members of the Board of Higher Education have completed their review of the Worcester State University (WSU) Campus Strategic Plan draft marking the Touch Point II milestone. This is the first time that members have had to provide formative feedback via email in the absence of Committee meetings due to the Covid-19 pandemic. Please accept these in the spirit of collaboration intended. Since Worcester submitted the plan on June 10, 2020 it was first reviewed by staff and by me before being circulated to members for their feedback and commentary on July 9, 2020. Individual members responded to the plan between July 12th-22nd providing positive remarks and suggestions for what they will look for at Touch Point III when the plan is brought forward to the Strategic Planning Committee for a vote.

Generally, the WSU plan was found to be strong and to include all the required components in the Campus Strategic Planning Guidelines. Members commented that it would strengthen the plan to include more actual target numbers, quantifying what is expected to be accomplished over the course of the five-year period. For example, in terms of doubling civic engagement and increasing overall retention and graduation rates, it would be helpful for members to see where WSU is now and to understand the target for where WSU plans to be at the end of the five-year period. Members would like to see the targets quantified at Touch Point III and offered that a range from attainable to aspirational may help demonstrate this.

I hope this is helpful and look forward to receiving the next draft of the plan at Touch Point III.



Worcester State University Strategic Plan Draft 2020-2025

OUR MISSION

Worcester State University champions academic excellence in a diverse, student-centered environment that fosters scholarship, creativity, and global awareness. A Worcester State education equips students with knowledge and skills necessary for lives of professional accomplishment, engaged citizenship, and intellectual growth.

OUR CORE VALUES

As a public institution, Worcester State University embraces the belief that widespread access to high-quality educational opportunities is the cornerstone of a democratic society. Members of the Worcester State community share the following core values:

- Academic Excellence: We are committed to providing opportunities to excel in a close-knit learning environment characterized by distinguished faculty, excellent teaching, and creative linkages between classroom learning and real-world experiences.
- **Engaged Citizenship:** We are committed to promoting community service, social justice, the democratic process, environmental sustainability, and global awareness to prepare students to be active and informed citizens.
- **Open Exchange of Ideas:** We are committed to inviting and considering the most expansive range of perspectives in teaching and learning, in scholarly and creative work, and in the governance of a complex, diverse institution.
- **Diversity and Inclusiveness:** We are committed to being an inclusive community in which our diversity enhances learning for all and in which people from all cultures and backgrounds have the opportunity to participate fully and succeed.
- **Civility and Integrity:** We are committed to respecting the dignity of all members of our community and to demonstrating this commitment in our interactions, decisions, and structures.

OUR VISION FOR THE FUTURE

Looking ahead to 2025, Worcester State University will be a vibrant, student-centered community of learning dedicated to preparing students of all backgrounds to succeed and lead in their professions, in their communities, and wherever they seek to leave their mark on the world. As the educational and demographic landscapes continue to evolve, WSU will be offering undergraduate, graduate, and continuing education students, as well as lifelong learners of any age, both well-established, proven programs and new, flexible pathways to meeting their educational and career goals—from traditional classroom learning to fully online programs, to competency-based education and prior-learning credits for students who already have been in the workforce, to accelerated

degree programs at both the undergraduate and graduate levels. In all its programs, WSU will be preparing students to think creatively, act collaboratively, solve problems with ingenuity, excel in diverse environments, and lead with agility and integrity.

Worcester State will be recognized as a community of learning whose doors are open to all and whose impact on those who venture through its doors is transformational. WSU's dual-enrollment and early-college programs and opportunities will be available to all students who can do the work, not just the well-off who can afford to participate. Students who come to WSU from under-served populations will leave WSU having significantly expanded the number of choices and opportunities open to them. By 2025 the student body will be even more diverse than it is today, and the diversity of WSU's faculty will reflect the diversity of its student body and the wider Worcester region. By 2025, the number of students involved in civic engagement activities and study-away programs will have doubled, helping to ensure that WSU graduates appreciate and seize the opportunity to become engaged citizens of local community and global society.

Worcester State will be known as the university where students finish what they start. WSU will be a model of best practices in promoting persistence and completion across the student body and in empowering students to attain both academic and career goals. By 2025 the University's retention and graduation rates will each have increased by eight percentage points; and retention and graduation rates for historically underserved and underrepresented students will climb to be the highest within the Massachusetts state university system. Worcester State also will have the highest percentage of full-time faculty within the system, a testament to the University's commitment to academic excellence and supporting every individual student's educational goals. WSU's plans and priorities will support the public agenda for higher education in Massachusetts and, in particular, the state's goals relating to promoting equity and closing achievement gaps.

Worcester State will be known as a place where students emerge from their experience ready to lead— as individuals whose leadership potential has been identified, nourished, and demonstrated. WSU undergraduate students will engage in cross-divisional, multidisciplinary and experiential learning as a result of continued co-curricular integration and increased interdisciplinary learning opportunities that deepen their academic experience and expand their horizons. First-time, full-time undergraduates will leave WSU with two valued academic credentials, either two majors or a major and a minor, that will help them stand out in the professional world that awaits them. Evidence of WSU's transformational impact on lives and communities will be apparent in its social mobility index as well as in the impressive and increasing number of WSU alumni leading organizations throughout and beyond the state and across the public, nonprofit and private sectors. Worcester State will deliver on its promise to provide students a full and rich educational experience in any learning environment—whether on-campus and in-person or virtual and remote through distance learning. WSU's faculty will be equipped with the necessary resources and skills, informed by best practice and good pedagogical research, to teach many of its courses through multiple modalities. A fully prepared Worcester State University student will have the necessarily resources and skills to successfully undertake courses that may be delivered in one or more instructional modalities, including remote instruction that might be delivered online or in some similar virtual format.

Worcester State will be celebrated as a public institution that takes its public mission seriously. A dynamic, valued partner with and resource to Worcester, the University will have an impact akin to the impact of a stone tossed into a lake: rippling outward and generating waves. Through scholarship and civic engagement, WSU faculty, staff, and students will continue to advance and support economic development in Worcester. WSU will be a research hub where scholarly creativity is being channeled in new, exciting, and potentially important directions. The University will be engaged in collaborative pursuit of solutions to some of Worcester's and the region's most vexing social, economic, and other challenges. By 2025 WSU will be awarding more four-year degrees to Worcester residents than any other university in the state. WSU will be the Worcesterbased university with the highest percentage of students involved with local-area organizations, as either interns, practicum placements or volunteers. Worcester State will be a robust, reliable pipeline for diverse, highly agile talent for the private sector and public service. WSU alumni will be founding new enterprises and organizations right in the city, having an impact on small business growth and entrepreneurship within Worcester.

Worcester State will be one of the best-run state universities in New England—efficient and lean, but investing adequately in the people, programs, physical spaces, and technological infrastructure to ensure WSU will be able to fulfill its mission and achieve its goals as a leading state university in the region. Employees will be challenged to innovate and collaborate in a work environment that expects flexibility and adaptability, rejects siloing between departments or divisions, encourages professional development, rewards creativity and agility, and rejects a "getting by" or "doing more with less" approach to doing business. Our professional staff will have regular and consistent exposure, through professional development opportunities, to effective models, systems, and practices in the post-secondary higher education sector. All members of the diverse WSU community—faculty, staff, and students—will feel included and valued, and they will hold themselves and each other accountable for achieving common objectives and upholding the University's core values. Effective leadership and transparent communication will encourage the open sharing of information and ensure alignment around shared goals for WSU. Worcester State will be financially stable and well positioned for long-term organizational sustainability as it marks its 150th anniversary in 2024. Undergraduate enrollments will be holding steady despite the decline in college-age students nationwide, while enrollments in graduate, continuing ed, and other programs will be generating an increasingly significant share of WSU's total revenues. Philanthropic support from alumni and other friends of WSU also will be increasing, and the University's endowment will have grown from slightly more than \$30 million to \$50 million by 2025. These and other strategies to diversify revenues, together with ongoing efforts to contain costs, will yield a more sustainable business model while securing resources that can be invested strategically in WSU's future. Reflecting its longstanding commitment to environmental health, by 2025 WSU will have a smaller carbon footprint and be setting an example of responsible environmental stewardship. As a result of implementing a remote work plan, employee productivity, satisfaction and retention will improve; the demand for premium office space that could be better utilized for essential university functions will be reduced; and both demand for parking and the University's environmental impact will be reduced.

OUR GOALS AND STRATEGIES FOR ACHIEVING THEM

ACADEMIC EXCELLENCE AND DISTINCTION

Offer high-quality undergraduate and graduate programs that develop the intellectual and personal potential of every student and prepare the next generation of leaders, innovators, and scholars.

- 1. Promote University-wide innovation in curricular program offerings, and expand options and accessible modalities for course offerings and course completion
- 2. Support and celebrate excellent teaching, and expand opportunities for broadening pedagogical expertise through both internal and external professional development
- 3. Leverage the University's location to create distinctive academic and leadership opportunities
- 4. Offer a vibrant and rigorous general education curriculum that supports the liberal arts in a 21st-century context
- 5. Enhance support for scholarly and creative work that is applied, innovative, interdisciplinary, and inclusive of marginalized traditions
- 6. Create a more vibrant intellectual life on campus and fortify a culture of high academic standards

STUDENT SUPPORT AND SUCCESS

Provide all students a transformative, holistic educational experience with a path to timely degree completion and solid preparation for advanced academic studies or career success

STRATEGIES

- 1. Increase overall retention and graduation rates and close achievement gaps
- 2. Promote student leadership development opportunities proactively, inclusively, and equitably
- 3. Embrace student-centeredness as a guiding principle for faculty and staff, and adopt holistic student support as a University-wide imperative
- 4. Ensure all students, including non-traditional students and distance learners, have full and equitable access to the academic resources, support services, and technology they need
- 5. Adopt a mentoring model of advising and ensure faculty and staff are appropriately trained to deliver effective support to a more diverse student body
- 6. Create a more robust campus life that fully engages all students, and promote a sense of connection and community within WSU's distance-learning environment

MARKETING AND ENROLLMENT

Be attractive and accessible to an increasingly diverse population of students within an increasingly competitive recruitment environment

- 1. Raise regional and national visibility and garner recognition for academic excellence, value, and impact
- 2. More effectively differentiate WSU from its peers, drawing particular attention to advantages associated with its location
- 3. Increase the diversity of the faculty and staff to better reflect the WSU student body and applicant pool
- 4. Expand presence in the local secondary education and community college sectors
- 5. Position and promote WSU as a first-choice university for students from traditionally under-represented groups
- 6. Invest resources necessary to grow enrollment in graduate and online programs

COMMUNITY ENGAGEMENT AND PUBLIC GOOD

Have an impact beyond campus through leading-edge scholarship and creative activities, civic engagement, and mutually beneficial partnerships with local, regional and global communities

STRATEGIES

- 1. Expand and deepen connections between the community and WSU's academic departments, centers, and institutes
- 2. Foster ongoing interaction between members of the University community and members of the Worcester community
- 3. Expand relationships with businesses in Worcester and beyond to expand the pipeline for internships, practica, co-ops, and post-graduate employment options
- 4. Establish WSU as a research and policy hub where faculty, staff and students actively engage in developing solutions to meet regional challenges

PEOPLE AND CULTURE

Nurture an inclusive campus culture that promotes a shared commitment to excellence, innovation, collaboration, and accountability

- 1. Establish WSU as an even more welcoming and supportive environment for students, faculty and staff from historically under-represented or marginalized groups
- 2. Recruit, retain and reward high-quality and diverse faculty and staff committed to educating and supporting a diverse student body
- 3. Continue to equip and encourage all faculty and staff to address the diverse and evolving needs of a changing student body
- 4. Promote greater unity, communication and sense of institutional pride across campus
- 5. Foster a culture of assessment and data-based decision making
- 6. Institutionalize policies, practices and procedures that prepare members of the WSU community to respond nimbly, collaboratively and effectively to unanticipated crises

RESOURCES AND INFRASTRUCTURE

Develop sustainable revenue streams adequate to support the University's academic mission and institutional priorities, and invest in physical infrastructure and technology with a commitment to financial and environmental sustainability

- 1. Develop new and sustain existing sources of revenue
- 2. Expand philanthropic support and grow the endowment
- 3. Ensure technology, facilities and systems are adequate to support operational needs and strategic goals
- 4. Ensure administrative policies and practices promote greater efficiency, entrepreneurial thinking, and equity
- 5. Develop and implement redundant systems and staffing capacities to protect essential business operations from disruption due to unanticipated events
- 6. As a campus community commit to developing and implementing programs and policies that address the growing challenges of climate change as they affect the campus, the region and the world

Strategies and Initiatives that Position Worcester State University to Address Post-COVID19 Realities and Risks

Courses and Teaching

- Expand options and accessible modalities for course offerings and course completion, including online and blended courses
- Ensure resources for the Center for Teaching and Learning (CTL) are adequate to support University-wide priorities relating to academic excellence and distinction, including training for faculty related to teaching and advising remotely
- Support and celebrate excellent teaching, and expand opportunities for broadening pedagogical expertise through both internal and external professional development
- Encourage everyone teaching online to be "certified" by some vetting process (e.g., Quality Matters)
- Create an instructional design position in the Center for Teaching and Learning (CTL) in addition to the instructional design position in Information Technology
- Establish and promote common expectations and evidence-based best practices for the online course experience
- Ensure that objectives and guidelines relating to accessibility and educational accommodations are addressed in instructional modalities that might be delivered via virtual formats, and ensure institutional compliance with these guidelines
- Reimagine and adapt WSU's scheduling model for classes to enhance its studentfriendliness and increase efficiency
- Develop more non-credit courses and programs (online, pre-college, education adventures) to be taught through the Center for Business and Industry

Student Support

- Increase awareness and accessibility of resources aligned with the eight domains of student wellness (emotional, social, physical, occupational, financial, intellectual, environmental and spiritual resources)
- Ensure all students, including non-traditional students and distance learners, have full and equitable access to the academic resources, support services, and technology they need
- Develop non-traditional and creative ways to address non-tuition-related financial challenges impeding students' ability to thrive, and ensure technology tools are available to all students
- Establish a dedicated student emergency response fund beyond the reserves
- Implement and assess success of Spring 2020 virtual information sessions for prospective freshmen students, prospective transfer students, and admitted students
- Deploy and assess online campus tour with video, for use during campus closure, making sure to highlight areas of campus that would be important for prospective students from under-represented groups

• Implement and assess virtual financial aid sessions with Q&A for accepted and current students to communicate with students during campus closures

Technology

- Recommit to the requirement that all undergraduate students have a laptop that meets University standards and program requirements, with the necessary software installed, and strive to ensure that students have reasonably operative internet access when away from campus
- Ensure technology, facilities and systems are adequate to support operational needs and strategic goals
- Evaluate the organizational structure of IT and assess the need for additional resources and/or staffing
- Develop plans for classroom technology, furnishings and fixtures that maximize flexibility to meet diverse teaching and learning needs in active learning spaces

Communication

- Significantly enhance internal communication to promote transparency, information sharing, and cross-divisional collegiality
- Acquire and deploy communication technology for the purposes of improving awareness of campus activities, improving advising communication, and improving web presence for students and advisors (as well as the FYE program)
- Ensure the web site will serve effectively as an external communications tool and platform for communicating with the WSU community in times of emergency or sustained periods of remote operation

Policies and Operations

- Institutionalize policies, practices and procedures that prepare members of the WSU community to respond nimbly, collaboratively and effectively to unanticipated crises
- Update and re-imagine the University's emergency management, response, and preparedness planning including new appropriate trainings and regular practical exercise in a manner that reasonably addresses contingencies that are not limited to physical safety and property protection
- Ensure that each administrative unit has suitable contingency plans in place, and for which appropriate training is regularly delivered, that will permit key business functions to be maintained while the University's regular operations might otherwise be interrupted
- Develop and implement redundant systems and staffing capacities to protect essential business operations from disruption due to unanticipated events
- Reevaluate our workplace model and establish a remote work plan with an expectation that as many as a quarter of full-time administrative staff may not need to be physically present every day
- Move more administrative forms and functions online

Strategies and Initiatives Related to Equity

ACADEMIC EXCELLENCE AND DISTINCTION

Expand options and accessible modalities for course offerings and course completion

Ensure that objectives and guidelines relating to accessibility are addressed in instructional modalities that might be delivered via virtual formats

Develop an accelerated degree completion program for non-traditional students

Expand current Diversity Across the Curriculum general education requirement to include a core diversity content area and expand the types of diversity explored in these courses

Continue to offer academic lectures on topics related to diversity, equity, and inclusion including, but not limited to, areas such as racial discrimination, LGBTQ+ discrimination, and social justice

Create an Interdisciplinary Studies Department that will house Ethnic Studies; Global Studies; Women, Gender & Sexuality Studies; and Liberal Studies

STUDENT SUPPORT AND SUCCESS

Increase overall retention and graduation rates and close achievement gaps

Promote student leadership development opportunities proactively, inclusively, and equitably

Ensure all students, including non-traditional students and distance learners, have full and equitable access to the academic resources, support services, and technology they need

Adopt a wide-ranging, inclusive definition of leadership for WSU that includes an understanding of equity and the importance of valuing diversity within organizations

Train faculty for implementation of inclusive teaching strategies

Develop non-traditional and creative ways to address non-tuition-related financial challenges impeding students' ability to thrive, and ensure technology tools are available to all students

Communicate campus commitment to and dedicate resources to addressing student emotional and mental well-being, particularly relating to traumatized and disenfranchised populations

MARKETING AND ENROLLMENT

Position and promote WSU as a first-choice university for students from traditionally underrepresented groups

Create a marketing campaign that showcases a robust offering of educational experiences for a racially diverse undergraduate applicant pool

Ensure marketing and recruitment materials are translated into foreign languages prevalent in WSU's local population, and highlight the breadth of opportunity and support at WSU for students of diverse backgrounds

COMMUNITY ENGAGEMENT AND PUBLIC GOOD

Foster ongoing interaction between members of the University community and members of the Worcester community

Encourage students, faculty, and staff to build relationships and engage with local organizations dedicated to promoting equity, diversity, and inclusion.

PEOPLE AND CULTURE

Establish WSU as an even more welcoming and supportive environment for students, faculty and staff from historically under-represented or marginalized groups

Recruit, retain and reward high-quality and diverse faculty and staff committed to educating and supporting a diverse student body

Continue to equip and encourage all faculty and staff to address the diverse and evolving needs of a changing student body

Conduct an equity audit

Promote campus-wide cultural fluency, anchored in WSU's core values, to foster greater understanding and inclusion of the diverse cultures represented in the WSU community

Implement a strategic recruitment and retention strategy for under-represented faculty and staff, including visiting faculty, adjuncts, and international hires

Offer multiple levels of staff and faculty training, from beginner to advanced, on issues relating to diversity, equity and inclusion

RESOURCES AND INFRASTRUCTURE

Ensure administrative policies and practices promote greater efficiency, entrepreneurial thinking, and equity

Establish a dedicated student emergency response fund – beyond the reserves

Examine and adapt financial practices that might create roadblocks for historically underrepresented students

	A vibra	nt, student-cent	ered community of lea	arning ded	icated to pre	eparing students	of all backgrou	nds to succeed an	nd lead				
				Related Goals and Strategies									
Metric	Responsible Department	Benchmark	Target	DHE PMRS	Equity	Academic Excellence & Distinction	Student Support & Success	Marketing & Enrollment	Community Engagement & Public Good	People & Culture	Resources & Infrastructure		
Number of new programs (majors, minors, concentrations, certificates etc.)	Registrar	9	3-5			1, 6	1	1, 2, 5, 6	1, 2, 3, 4	2, 3, 5	1, 2, 4, 6		
Number of programs catering to non-traditional age learner preferences (evening, online, blended)	Graduate & Continuing Ed.	14	15-20		x	1, 6	1, 4, 6	1, 2, 5, 6		1, 3, 5	1, 4		
Number of master's pathway programs	Registrar	15	Maintain			1, 6	1, 4	5		3, 5	1		
Number of dual enrollment and early college courses	Institutional Research	41	50-75		х	1, 3	4	1, 4, 5	1, 2	1, 3, 5	1		
Percentage of students graduating with a double major or major+minor	Institutional Research	41%	50%-75%			1, 4, 6		1, 2		5	1, 4		
Percentage of students from historically underrepresented groups graduating with a double major or major+minor	Institutional Research	38%	50%-75%		x	1, 4, 6	4	1, 2, 5		5	1, 4		
Number of professional development opportunities for faculty related to pedagogy	Center Teach/Learn, Academic Depts	13	15-20			2, 5, 6	1, 3			1, 2, 3, 5, 6	3, 4, 5		
Amount of money spent for external professional development for faculty related to pedagogy	Center Teach/Learn, Academic Depts	\$3,000	\$4,000-\$6,000			2, 5, 6	1, 3			1, 2, 3, 5, 6	3, 4, 5		
Funding for the Center for Teaching and Learning	Center Teach/Learn	\$5,541	\$10,000-\$20,000			2, 5, 6	1, 3			1, 2, 3, 5, 6	3, 4, 5		
Percentage of courses with experiential learning	Institutional Research	25%	40%-60%			1, 3, 5, 6	1, 2, 3	1, 2, 4, 5	1, 2, 3, 4	3, 5			

Draft Worcester State University Strategic Plan: Desired Outcomes-Related Key Performance Indicators

Percentage of students with internships, practica, fieldwork, service learning	Institutional Research	8%	15%-25%		1, 3, 5, 6	1, 2, 3	1, 4, 5	1, 2, 3, 4	3, 5	
Number of students involved in study away	International Programs	167	175-225		1	2, 3	1, 5		3, 5	
Percentage of students from historically underrepresented groups involved in study away	International Programs	Not previously tracked	Match or exceed WSU student demographics	Х	1	2, 3, 4	1, 5		1, 3, 5	

	A communi	ty of learning wh	ose doors are open to	all and wh	iose impact	on those who ve	nture through i	its doors is transf	ormational.		
							Relat	ed Goals and Stra	tegies		
Metric	Responsible Department	Benchmark	Target	DHE PMRS	Equity	Academic Excellence & Distinction	Student Support & Success	Marketing & Enrollment	Community Engagement & Public Good	People & Culture	Resources & Infrastructure
Undergraduate enrollment: African American	Institutional Research	9%	10%-13%	х	х		4	5		1, 5	1
Undergraduate enrollment: Latinx	Institutional Research	13%	14%-17%	Х	х		4	5		1, 5	1
Graduate enrollment: African American	Institutional Research	4%	5%-6%	х	х		4	5		1, 5	1
Graduate enrollment: Latinx	Institutional Research	5%	6%-9%	х	х		4	5		1,5	1
Number of students in IELI program	Institutional Research	176	200-240		х	1, 3	1, 3, 4	1, 5	1, 2	1, 3, 5	1
Percentage of faculty from historically underrepresented and marginalized groups	Institutional Research	29%	Match or exceed labor market demographics		х		1, 3, 4, 6	3, 5		1, 2, 3, 5	
Percentage of staff from historically underrepresented and marginalized groups	Institutional Research	23%	Match or exceed labor market demographics		х		1, 3, 4, 6	3, 5		1, 2, 3, 5	
Number of course sections relating to diversity, equity, and inclusion	Academic Depts	221	Maintain		х	1, 4	1, 3, 4, 6	1, 5		1, 2, 3, 5	4
Number of professional development opportunities relating to diversity, equity, and inclusion	Diversity & Inclusion, Center Teach/Learn, Academic Depts, Other Depts	8-12	12-15		х	2, 5	1, 3, 4			1, 2, 3, 5	4
Number of gender neutral bathrooms	Facilities	8	100% of new construction to include		х					1, 2, 3, 5	

			The unive	ersity where	e students fi	nish what they s	tart				
							Relat	ed Goals and Stra	tegies		
Metric	Responsible Department	Benchmark	Target	DHE PMRS	Equity	Academic Excellence & Distinction	Student Support & Success	Marketing & Enrollment	Community Engagement & Public Good	People & Culture	Resources & Infrastructure
Undergraduate first-time, full-time cohort retention	Institutional Research	79%	80%-85%	х			1, 3, 4, 5			5	1
Undergraduate first-time, full-time cohort retention: African American	Institutional Research	91%	92%-93%	x	x		1, 3, 4, 5	5		1, 3, 5	1
Undergraduate first-time, full-time cohort retention: Latinx	Institutional Research	88%	89%-93%	x	x		1, 3, 4, 5	5		1, 3, 5	1
6 year undergraduate first- time, full-time cohort graduation rate	Institutional Research	57%	58%-62%	x			1, 3, 4, 5			5	
6 year undergraduate first- time, full-time cohort graduation rate: African American	Institutional Research	44%	45%-59%	x	x		1, 3, 4, 5	5		1, 3, 5	
6 year undergraduate first- time, full-time cohort graduation rate: Latinx	Institutional Research	42%	43%-50%	x	х		1, 3, 4, 5	5		1, 3, 5	
4 year undergraduate transfer graduation rate	Institutional Research	56%	58%-61%	x	х		1, 3, 4, 5			1, 3, 5	
4 year undergraduate transfer graduation rate: African American	Institutional Research	44%	45%-53%	x	x		1, 3, 4, 5	5		1, 3, 5	
4 year undergraduate transfer graduation rate: Latinx	Institutional Research	42%	43%-59%	x	x		1, 3, 4, 5	5		1, 3, 5	
Percentage of undergraduate students completing gateway courses in first year	Institutional Research	45%	50%-75%	x		1, 4	1, 3, 5			1, 3, 5	4

					1	1			1	1
Percentage of African- American undergraduate students completing gateway courses in first year	Institutional Research	42%	50%-75%		х	1, 4	1, 3, 4, 5	5	1, 3, 5	4
Percentage of Latinx undergraduate students completing gateway courses in first year	Institutional Research	46%	50%-75%		х	1, 4	1, 3, 4, 5	5	1, 3, 5	4
Percentage of students with on-time credit accumulation	Institutional Research	75%	76%-78%	х		1, 4	1, 3, 5		1, 3, 5	4
Average percentage of transfer credits accepted	Admissions	51	Maintain		х	1 ,4	1, 3, 4, 5	5	1, 3, 5	1, 4
Number of students granted prior learning experience	Graduate & Continuing Ed.	Not previously available	Establish baseline		х	1, 4	1, 3, 4, 5	5	1, 3, 5	1, 4
Undergraduate student satisfaction of advising	Assessment & Planning, Provosťs Office	Not previously tracked	Establish baseline				1, 3, 4, 5	5	1, 2, 3, 5	
Percentage of faculty using Starfish	Retention	41%	60-70%							
Number of Starfish actions (kudos, referrals, flags)	Retention	16,615	18,000-20,000				1, 3, 5		1, 2, 3, 5, 6	3, 4, 5
Number of advising professional development opportunities for faculty and staff	Center Teach/Learn, Academic Depts	Not previously tracked	Establish baseline			2	1, 3, 5		1, 2, 3, 5, 6	3, 4
Number of mental health counselors	Counseling Services	4.5	5-7		х		1, 3, 4, 6	5, 6	1, 3, 5, 6	3, 4
Number of hours available for mental health counseling	Counseling Services	168.75 / week	200-250 / week		х		1, 3, 4, 6	5, 6	1, 3, 5, 6	3, 4
Number of student support departments offering services outside of business hours	All Depts	Not previously tracked	95%-100%		х		1, 3, 4, 6	5, 6	1, 3, 5, 6	3, 4

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Sense of belonging among students from historically underrepresented and marginalized groups	Diversity & Inclusion	2.9 (5 pt scale)	3.5- 3.9	Х	1, 2, 3, 4, 5, 6	5		1, 3, 5	
Sense of belonging among commuter, transfer, graduate, and older adult students	Diversity & Inclusion	3.3 (5 pt scale)	3.5-3.9	Х	1, 2, 3, 4, 5, 6	5, 6		1, 3, 5	
Number of social events on campus	Student Involvement, Residence Life, Other Depts	130	140-145		1, 2, 3, 6	1, 5	1, 2	1, 3, 5	

			A place where stu	idents eme	erge from th	eir experience re	eady to lead				
						Related G	Goals and Strate	gies			
Metric	Responsible Department	Benchmark	Target	DHE PMRS	Equity	Academic Excellence & Distinction	Student Support & Success	Marketing & Enrollment	Community Engagement & Public Good	People & Culture	Resources & Infrastructure
Number of career development/advanced studies workshops for students	Career Services, Academic Depts, Alumni Relations	Not previously tracked	Establish baseline			6	1, 2, 3, 6	5	1, 2, 3, 4	5	
Number of networking opportunities for students	Career Services, Academic Depts, Alumni Relations	Not previously tracked	Establish baseline			3, 6	1, 2, 3, 6	5	1, 2, 3, 4	5	
Percentage of students entering the workforce or advanced studies within one year of graduation	Career Services, Alumni Relations	94%	95%-100%			3	1, 3, 6	5	1, 2, 3, 4	3, 5	
Number of leadership opportunities for students	Student Leadership, Athletics, Academic Depts, Other Depts	Not previously tracked	Establish baseline			6	1, 2, 3, 6	1	1, 2	5	
Number of students from historically underrepresented and marginalized groups involved in leadership roles	Student Leadership, Athletics, Academic Depts, Other Depts	Not previously tracked	Match or exceed WSU student demographics		x	6	1, 2, 3, 4, 6	1, 5	1, 2	1, 3, 5	
Number of Honors Program students who graduate with honors	Honors Program	86%	88%-90%			6	1, 2, 3, 6		4	5	
Number of Honors Program students from historically underrepresented groups	Honors Program	17%	Match or exceed WSU student demographics		x	6	1, 2, 3, 4, 6	5	4	1, 3, 5	

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Percentage of Honors Program Students completing the Commonwealth Honors project	Honors Program	50%	60%-100%	5, 6	1, 2, 3, 6		4	5	
Number of events for alumni	Alumni Relations	44	48-52	3	1, 6		1, 2	5	2
Number of alumni involved in community partnerships	Alumni Relations	Not previously tracked	Establish baseline	3	1	2	1, 2	5	

		Асо	nmitment to a full an	nd rich edu	cational exp	erience in any le	arning environr	ment			
							Relate	ed Goals and Stra	tegies		
Metric	Responsible Department	Benchmark	Target	DHE PMRS	Equity	Academic Excellence & Distinction	Student Support & Success	Marketing & Enrollment	Community Engagement & Public Good	People & Culture	Resources & Infrastructure
Number of faculty with Quality Matters certification	Center Teach/Learn, Graduate & Continuing Ed., Academic Depts	3	5-10			2, 6	1, 3	2, 6		1, 3, 5, 6	3, 4, 5
Number of faculty who have taken at least one Quality Matters course	Center Teach/Learn, Graduate & Continuing Ed., Academic Depts	177	200-250			2. 6	1, 3	2, 6		1, 3, 5, 6	3, 4, 5
Number of students enrolled in courses using Open Education Resources	Library, Academic Depts	2,460	2,700-3,000		x	1	1, 3, 4	1, 2, 5, 6		1, 3, 5, 6	3, 4, 5, 6
Number of professional development opportunities for faculty relating to distance education	Center Teach/Learn, Graduate & Continuing Ed., Academic Depts	35	Maintain			2, 6	1, 3	6		1, 2, 3, 5, 6	3, 4, 5
Percentage of students with access to reliable internet and devices	Assessment & Planning	77%	95%-100%		x		1, 3, 4	1, 2, 5, 6		1, 3, 5, 6	3, 4, 5
Percentage of forms and processes (registration, financial aid, travel, etc) available online	All Depts	Not previously tracked	95%-100%		x		1, 3, 4	1, 2, 5, 6		1, 2, 3, 4, 5, 6	3, 4, 5, 6
Percent of student support offices with remote options (counseling, tutoring, accessibility etc)	All Depts	Not previously tracked	95%-100%		x		1, 3, 4	1, 2, 5, 6		1, 3, 5, 6	3, 4, 5, 6

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Percentage of undergraduate blended courses	Institutional Research	12%	18%-25%	х	1	1, 3, 4	5, 6	1, 3, 5, 6	3, 4, 5, 6
Percentage of undergraduate online courses	Institutional Research	24%	25%-28%	х	1	1, 3, 4	5, 6	1, 3, 5, 6	3, 4, 5, 6
IT Staff FTE	Institutional Research	29	31-36	Х		1, 3, 4	6	1, 2, 3, 5, 6	3, 4, 5

Draft Worcester State University Strategic Plan: Desired Outcomes-Related Key Performance Indicators

			A public ins	titution tha	it takes its p	ublic mission ser	iously				
				Related Goals and Strategies							
Metric	Responsible Department	Benchmark	Target	DHE PMRS	Equity	Academic Excellence & Distinction	Student Support & Success	Marketing & Enrollment	Community Engagement & Public Good	People & Culture	Resources & Infrastructure
Number of grants with faculty involvement	Grants, Academic Depts University Advancement	Not previously tracked	Establish baseline			5, 6		1, 2	4	2, 5	1, 3, 4
Number of grants awarded	Grants, Academic Depts University Advancement	42	60-80								
Amount of grant money received	Grants, Academic Depts University Advancement	\$1,416,907	\$2 million-\$3 million			5, 6		1, 2	4	2, 5	1, 3, 4
Number of faculty and student publications	Academic Depts	Not previously tracked	Establish baseline			5, 6	1, 2, 3,	1, 2, 5	4	2, 5	2
Number of faculty and student presentations	Academic Depts	Not previously tracked	Establish baseline			5, 6	1, 2, 3,	1, 2, 5	4	2, 5	2
Number of students participating in the Celebration of Scholarship and Creativity	Academic Depts	228	250-300			1, 5, 6	1, 2, 3, 6	2, 5	4	2, 5	2
Number of students working with faculty on scholarly and creative pursuits	Academic Depts	Not previously tracked	Establish baseline			1, 5, 6	1, 2, 3, 6	2, 5	4	2,5	2
Number of partnerships with local schools, hospitals, businesses, and non-profit organizations	Academic Depts, Other Depts	Not previously tracked	Establish baseline			1, 3, 5, 6	1, 2, 3,	1, 2, 4, 5	1, 2, 3, 4	2, 5	2

Number of faculty/staff engaged with community partnerships	Academic Depts, Other Depts	Not previously tracked	Establish baseline		3, 5, 6	1, 2, 3	1, 2, 4, 5	1, 2, 3, 4	2,5	2
Number of students enrolled in civic engagement courses	Institutional Research	1,060	1,100-1,300		1, 3, 5, 6	1, 2, 3	1, 2, 4, 5	1, 2, 3, 4	2, 5	2
Percentage of students from historically underrepresented and marginalized groups enrolled in civic engagement courses	Institutional Research	30%	Match or exceed WSU student demographics	х	1, 3, 5, 6	1, 2, 3, 4	1, 2, 4, 5	1, 2, 3, 4	1, 2, 3, 5	2
Number of events open to the public	Conference & Events, Academic Depts, Other Depts	Not previously tracked	60%-80%		3, 5	6	1, 2, 4, 5	1, 2, 3, 4	2, 5	2
Number of advisory boards that include community members	Academic Depts	Not previously tracked	85%-100%		3		1, 4, 5	1, 2, 3, 4	5	2

Draft Worcester State University Strategic Plan: Desired Outcomes-Related Key Performance Indicators

Draft Worcester State University Strategic Plan: Desired Outcomes-Related Key Performance Indicators

			One of the	best-run s	tate univers	ities in New Eng	land				
				Related Goals and Strategies							
Metric	Responsible Department	Benchmark	Target	DHE PMRS	Equity	Academic Excellence & Distinction	Student Support & Success	Marketing & Enrollment	Community Engagement & Public Good	People & Culture	Resources & Infrastructure
Percentage of unmet financial aid: direct costs	Institutional Research	12%	11%-9%	х	Х		1, 3, 4	5		1, 3, 5	
Percentage of students with unmet financial aid: direct costs	Institutional Research	45%	44%-39%	х	х		1, 3, 4,	5		1, 3, 5	
Number of students receiving scholarships	Advancement, Admissions	512	540-560		х		1, 3, 4,	5		1, 3, 5	3
Percentage of students from historically underrepresented groups awarded merit scholarships	Admissions	29%	Match or exceed WSU student demographics		x		1, 3, 4,	5		1, 3, 5	3
Average amount of merit scholarships	Admissions	\$1,500	Maintain		х		1, 3, 4,	5		1, 3, 5	3
Number of graduate assistantships	Graduate & Continuing Ed.	45	45-50		х		1, 2, 3, 4	5, 6	4	1, 3, 5	3
Number of awards/recognition for employees	Human Resources, Other Depts	15	20-25			2, 5, 6	6	1, 3		1, 2, 4, 5	4
Retention rate of full-time staff	Human Resources	Not previously tracked	Establish baseline		х		6	3		1, 2, 4, 5	3, 4
Retention rate of full-time staff rom historically underrepresented groups	Human Resources	Not previously tracked	Establish baseline		х		6	3		1, 2, 4, 5	3, 4
Percentage of staff working remotely	Human Resources	Not previously tracked	Establish baseline					1, 2		2, 6	3, 4, 5, 6
Number of departments with cross-training	Human Resources	Not previously tracked	80%-100%							2, 4, 6	3, 4, 5

Draft Worcester State University Strategic Plan: Desired Outcomes-Related Key Performance Indicators

		Fi	nancially stable and w	ell positior	ed for long	-term organizatio	onal sustainabili	ity			
				Related Goals and Strategies							
Metric	Responsible Department	Benchmark	Target	DHE PMRS	Equity	Academic Excellence & Distinction	Student Support & Success	Marketing & Enrollment	Community Engagement & Public Good	People & Culture	Resources & Infrastructure
Total undergraduate enrollment	Institutional Research	5,332	1% increase each year	Х						5	1
Total graduate enrollment	Institutional Research	872	900-1000	х				5		5	1
Number of events that bring potential students to campus	Conference & Events, Admissions, Athletics, Other Depts.	Not previously tracked	Establish baseline			3	6	1, 4, 5	1, 2,	1, 5	1
Revenue generated by outside events	Conference & Events, Athletics, Finance, Other Depts	\$708,000	\$1.0 million-\$1.4 million			3	6	1, 4, 5	1, 2	5	1, 3, 4,
Revenue generated by DGCE	Finance	\$7.2 million	\$7.9 million-\$8.6 million					1, 6		5	1, 3, 4
Percentage of marketing budget for DGCE programs	Marketing	14%	15%-20%		х			1, 2, 5, 6		1, 5	1, 3, 4
Number of non-credit CBI courses taught in-house	Center for Business & Industry	0	1-10		х	1		1, 2, 5, 6	1, 2, 3	1, 5	1, 3, 4
Overall endowment	Advancement	\$33.47 million	\$40 million-\$50 million					1, 2	1, 2	5	1, 2
Unrestricted foundation dollars	Advancement	11%	15%-20%					1, 2	1, 2	5	1, 2
Percentage of alumni making annual donations	Advancement	6%	8%-10%					1, 2	1, 2	4, 5	1, 2
Percentage of employee donations	Advancement	33%	40%-80%					1, 2	1, 2	4, 5	1, 2
Carbon footprint	Facilities	6,456 MTCO2e	5,445- 3,631				1	1, 2		5	1, 3, 4, 6

Number of electric vehicles in fleet	Facilities	0	1-3		1	1, 2	5	1, 3, 4, 6
Number of LEED certified buildings	Facilities	4	100% of new construction		1	1, 2	5	1, 3, 4, 6
Number of buildings with electricity off-setting equipment	Facilities	3	4-6		1	1, 2	5	1, 3, 4, 6
Percentage of parking spaces that are ADA- compliant	Facilities, Student Accessibility Services	3.7%, Compliant	Maintain	х	1, 3, 4, 6	5	1, 5	3

INFORMATION ABOUT COVID-19 TESTING

As part of the Worcester State University Safe Return to Campus Plan, and to promote the safety of the Worcester State community, all residential students, as well as certain groups of commuter students, faculty, and staff will be required to participate in a scheduled COVID-19 surveillance testing program.

Following the direction of many colleges and universities across the Commonwealth, Worcester State has contracted with the Broad Institute, a biomedical and genomic research center with a well-utilized COVID-19 diagnostic lab, founded in conjunction with Harvard University and MIT http://www.broadinstitute.org/. Broad Institute uses the PCR (Polymerase Chain Reaction) test for the active presence of the COVID-19 virus, also known as a "point in time" test. In addition to this testing program, Worcester State has plans in place to manage COVID-19 on campus via daily self-checks of symptoms facilitated by a mobile application, testing, contact tracing, and isolation and quarantine protocols. These measures go beyond guidelines set by local, state, and federal health and higher education officials for campus re-openings.

TESTING PROCESS

Testing will occur on campus in Wasylean Hall (7 Hills Lounge) at no cost to participants. This Worcester State COVID-19 Testing Center is managed by a full-time staff person with a medical background. Please review the <u>informational pamphlet</u> for more information on the observed self-swab nasal collection process. The test is self-administered, with a trained observer, and takes about three minutes. Results are expected within 24 hours of receipt at the diagnostic center. Testing will begin the week of August 31 and continue throughout the fall semester.

TEST RESULTS

Test results both positive and negative for all testing participants will be provided to each test-taker through the HIPPA-compliant CoVerified app, which ensures your health information is secure. Initially the test taker and University Health Services will have access to the result. If your test result is positive, a medical staff member in Worcester State's Health Services will reach out to you to offer support and review next steps, including campus contact tracing. You may also be required to test again to confirm the positive result.

Positive results are disclosed to others as required. For employees, this means Human Resources, and for everyone, the local public health departments and the Massachusetts Department of Public Health would be notified. Supervisors, colleagues, and members of the Worcester State administration will not have access to health information.

NEXT STEPS, IF YOUR TEST IS POSITIVE

Those found to be positive for the virus will be required to isolate in their homes, apartments, or in designated campus housing for at least 10 days, the last three of which they must be symptom free. Prior to returning to campus activities, an individual will need clearance from their local Board of Health.

The Worcester State Health Services medical staff will work with the Worcester Department of Public Health to identify via contact tracing individuals who may have been exposed to COVID-19. Students,

faculty, and staff could be required to quarantine themselves for 14 days as directed by public health officials.

GLOSSARY

Contact Tracing: A program to reach out to individuals who have tested positive for COVID-19, and contacts of these individuals. This will help reduce the spread of the disease and ensure the individuals have the support they need to isolate or quarantine. The names of individuals who have tested positive are not released to their contacts.

CoVerified: A free app for Android and iPhone that integrates with the Broad Institute's testing platform, and allows users to monitor symptoms and receive test results. See https://www.coverified.us/.

Isolation: The physical separation of people who have a contagious disease from people who do not have the disease.

Quarantine: The physical separation and restriction of movement of people who have been exposed to a contagious disease, for monitoring for development of illness.

Surveillance Testing: The monitoring of the current state of the epidemic of COVID-19. At Worcester State, the goal of surveillance testing is to quickly identify when/if the virus is present on campus and to minimize its further spread.

Close contact: criteria for determining whether the contact with an infected individual warrants quarantine, based on proximity, length of time in contact, environment context (e.g., large room, outside), active symptoms of the infected person with whom contact is made.

TESTING SCHEDULE AND PARTICIPANTS

NOTE: All members of the campus community who are required to participate in the campus surveillance testing programs will be notified via email with next steps.

Students

-All students living on campus are required to participate in a weekly testing program.

-All in season athletes are required to participate in a weekly testing program.

-Students commuting to campus are required to participate in a regular testing program. Frequency of testing is based on number of face-to-face credit hours.

-Students with a 100% remote schedule and who do not come to campus at any time are not required to participate in the campus testing program.

- Testing frequencies may change based on community testing results and public health trends.

Staff (APA, AFSCME, NUP)

-All staff members who are scheduled to be on campus with a high level of contact with students and the public are required to participate in a weekly testing program.

-All staff members who are scheduled to be on campus less frequently in a hybrid format with a level of contact with students and the public are required to participate in every other week testing program.

-Staff members who work remotely and do not come to campus at any point will not be required to be tested.

- Testing frequencies may change based on community testing results and public health trends.

Faculty

-Faculty members teaching all courses face-to-face will be required to participate in a weekly testing program.

-Faculty members teaching in blended formats with regular face-to-face classes are required to participate in every other week testing program.

-Faculty members teaching in a remote only format are not required to participate in a testing program.

-Testing frequencies may change based on community testing results and public health trends.



NON-UNIT JOB DESCRIPTION Position Number: 00198948 Reports to: 00165201 Incumbent: S. Luster Department: 210

OFFICIAL TITLE:	General Counsel and Assistant to the President for Employment and Equal Opportunity
SUPERVISION RECEIVED:	President
SUPERVISION EXERCISED:	Director of Equal Opportunity and Affirmative Action, subordinate staff

General Statement of Duties: The General Counsel and Assistant to the President for Employment and Equal Opportunity is responsible for advising the President, Executive Cabinet and Human Resources on all matters relating to litigation, legal investigations, settlements and responses to legal proceedings. The incumbent will serve as the primary liaison to outside counsel and coordinate with them as necessary. They will be a leader who collaborates cross-divisionally to drive and expand equal opportunity, diversity and affirmative action initiatives throughout the University and in the community.

Responsibilities:

- (E) = Essential
 - 1. (E) Advises the President and Executive Cabinet on all legal matters affecting the University, including but not limited to those relating to employment law and equal opportunity; provides sound legal oversight accordingly in consultation with external legal counsel as necessary.
 - 2. (E) Represents the University, or provides legal oversight, in litigation, legal investigations, settlements, and responses to legal proceedings; coordinates efforts with external legal counsel as necessary.
 - 3. (E) Serves as the central repository for all University subpoenas; gathers and organizes requested information and disseminates according to law.
 - 4. (E) Participates in discussions on policy and strategy from a legal perspective.
 - 5. (É) Serves as a member of the President's Executive Cabinet, Cabinet, and Leadership Team; attends all Board of Trustee meetings.
 - 6. Engages the external community, through committees and boards, on issue and projects that promote diversity, inclusion, equal opportunity, and social justice.
 - 7. (E) Oversees the work of, and provides leadership to the Director of Equal Opportunity and Affirmative Action to ensure the development of engaging and modern training opportunities and events to expand employee commitment to diversity and inclusion
 - 8. (E) Works with Human Resources to develop leadership programming that encourages diversity in hiring and promotion.
 - 9. (E) Works closely with the Executive Director, Chief Human Resources Officer on employee and union matters.
 - 10. (E) Serves as the AFSCME Step III grievance officer, the APA Step 2 grievance officer, and the MSCA Step 2 grievance officer as the President's designee.
 - 11. (E) Conducts and/or reviews Title IX investigations in accordance with Title IX policies and regulations.
 - 12. (E) Provides legal advice on the development and implementation of University policies.
 - 13. (E) Keeps apprised of new and changing federal, state, and local laws to ensure University compliance.
 - 14. (E) Maintains the integrity and confidentiality of sensitive files and records; adheres to Massachusetts statewide public records retention schedule.



VORCESTER s t a t e JNIVERSITY

- 15. (E) Engages in appropriate professional development and participates in professional organizations, such as the National Association of College and University Attorneys, to remain current in legal matters affecting higher education.
- 16. (E) Acts as a University thought leader, both internally and externally, sharing perspectives, best practices, and resources for diversity and inclusion efforts.
- 17. (E) Facilitates cross-divisional efforts to enhance equal opportunity, diversity and affirmative action education and initiatives throughout the University and the community; represents the University at campus and community events relating to these opportunities.
- 18. (E) Ensures that the University's commitment to diversity and inclusion is incorporated in all University processes and programming.
- 19. (E) Serves as ex-officio (non-voting) member of the Campus Climate Committee, the Bias Incident Response Team, the LGBTQ+ Advisory Group, and the Advisory Committee for AA, Diversity, and EO.
- 20. (E) Completes special projects assigned by the President.
- 21. (E) Serves on committees at the request of the President.
- 22. (E) Demonstrates civility and professional, customer-service oriented behavior, worthy of emulation by other staff and students.
- 23. (E) Responsible for contributing to the WSU Strategic Plan.
- 24. (E) Responsible for contributing to Equal Opportunity/Affirmative Action objectives.
- 25. Performs other duties as assigned.

Required Qualifications:

- 1. J.D. from an accredited school
- 2. Admitted to practice law in Massachusetts
- 3. 10-15 years of experience in employment law, human resource management, or similar field; 7 of which are in a supervisory capacity
- 4. Solid working knowledge of matters related to employment law or higher education law, including Title VII, EEO, ADA, FLSA, FMLA, Title IX and the Clery Act
- 5. Experience in a collective bargaining environment
- 6. Experience writing settlements, negotiating, and representing parties in legal matters
- 7. Experience with developing and implementing diversity and inclusion initiatives
- 8. Ability to influence, gain buy-in and implement change cross functionally
- 9. Strong verbal and written skills; excellent public speaking skills



NON-UNIT JOB DESCRIPTION Position Number: 00198948 Reports to: 00165201 Incumbent: S. Luster Department: 210

By signing below, I acknowledge that I have received a copy of this job description. I understand that this is a professional position, exempt from overtime under the Fair Labor Standards Act. I acknowledge that I must be able to successfully perform the essential functions of my position with or without reasonable accommodation. Questions relating to my responsibilities or need for accommodation, now or in the future, will be directed to my supervisor and/or Human Resources.

Employee Signature

Human Resources iture liper

Date

22-30

Date

STATEMENT OF WORK BETWEEN THE DEPARTMENT OF HIGHER EDUCATION AND EY-PARTHENON FOR FINANCIAL MONITORING OF PUBLIC HIGHER EDUCATION

1. INTRODUCTION

The following document will serve as a Statement of Work ("SOW") between the Department of Higher Education ("DHE") and EY-Parthenon ("EY") to apply to work on the Financial Monitoring for Public Higher Education ("Financial Monitoring Project" or "FMP"). The entire agreement (the "Agreement") between the parties (the "Agreement") consists of the following documents in the following order of precedence: (1) the Commonwealth's Standard Form Contract, and without limitation including the Commonwealth Standard Terms and Conditions; (2) Request for Response ("RFR") PRF61; (3) EY's response thereto; (4) the Request for Quotes ("RFQ") 21PRFMS01 dated July 15, 2020; (5) this SOW, and EY's response to RFQ 21PRFMS01 dated July 15, 2020.

2. **DEFINITIONS**

The terms used in this SOW, unless defined in this SOW or in an amendment made hereto, shall have the meaning ascribed to them in the other documents that constitute the Agreement between the parties.

"Deliverable" means any work product that EY delivers for the purposes of fulfilling its obligations to DHE under the terms of the Agreement, including work product that EY must submit to DHE for DHE's approval in accordance with the formal acceptance procedures set forth within the SOW or the Task Order(s) entered into hereunder.

"Milestone Payment" means a defined payment amount associated with the completion of a particular Deliverable or set of Deliverables.

"Task" means a material activity engaged in by EY for the purpose of fulfilling its obligations to DHE under the terms of the Agreement, which may or may not result in the creation of a Deliverable.

"Task Order" means an amendment to this SOW that specifies Tasks, Deliverables, or hourly rate services to be completed by EY under the terms of this Agreement.

3. OVERVIEW, EFFECTIVE DATE AND TERM

EY will support the Financial Monitoring Project, as set forth in the RFQ, through the continued review of the fiscal health of State Universities and Community Colleges in close collaboration with the campuses, the Board of Higher Education (BHE) Chair, the Department of Higher

Education (DHE) Commissioner, DHE Deputy Commissioner for Administration and Finance, and the Secretary of Education. EY will (1) continue to analyze and advise on key indicators of fiscal health, (2) assess options and make recommendations to strengthen and streamline fiscal reporting and management processes at the system and campus level, and (3) explore cost and value optimization strategies that would benefit the individual institution(s) and the system, as a whole.

This Agreement's term (the "Term") begins on the date on that it is executed by both parties (the "Effective Date") and shall terminate at 5:00 p.m. on December 31, 2020 ("Termination Date"). DHE, in its sole discretion, may extend the term of this agreement as allowed under statewide contract PRF61 Notwithstanding the foregoing, Sections 5.1 and 5.2 of System Security, Section 11.2 Warranty, and Section 11.3, Title and Intellectual Property Rights survive the termination of the remainder of this SOW.

4. **POINTS OF CONTACT**

4.1 Single Point of Contact

EY and DHE will each assign a single point of contact with respect to this SOW. It is anticipated that the contact person will not change during the Term of this Agreement. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the event a change occurs because of a non-emergency, two-week written notice is required. For a change resulting from an emergency, prompt notice is required. EY's contact person is Kasia Lundy, Partner who can be reached at <u>Kasia.Lundy@parthenon.ey.com</u>. DHE's contact is Tom Simard, Deputy Commissioner for Administration and Finance who can be reached at <u>tsimard@dhe.mass.edu</u>.

4.2. Subcontractors

EY shall take full responsibility for project management and any subcontractors require DHE approval. EY shall submit all subcontracts related to work to be performed hereunder for approval by DHE within two weeks of the Execution Date of this SOW and within two weeks for any Task Order issued hereunder which entails work by EY subcontractors. EY shall ensure that its subcontractor(s) that perform work efforts under this SOW shall comply with all terms of the Agreement.

5. SYSTEM SECURITY

As part of its work efforts under this SOW, EY will be required to use Commonwealth data and IT resources. For purposes of this work effort, "Commonwealth Data" shall mean data provided by the DHE, the Community Colleges and State Universities to EY.

5.1 Commonwealth Data

In connection with Commonwealth Data, EY will implement commercially reasonable safeguards necessary to:

5.1.1 Prevent unauthorized access to Commonwealth Data from any public or private network;

- 5.1.2 Prevent unauthorized physical access to any information technology resources involved in the development effort; and
- 5.1.3 Prevent interception and manipulation of Commonwealth Data during transmission to and from any servers.

5.2 Commonwealth Personal Data

In addition to the above requirements for Commonwealth Data, EY may be required to use the following Commonwealth personal data under MGL ch. 66A and/or personal information under MGL ch. 93H, or to work on or with information technology systems that contain such data in order to fulfill part of its specified tasks. For purposes of this work effort, electronic personal data and personal information includes data provided by the DHE, Community Colleges or State Universities to EY. In connection with electronic personal data and personal information, EY shall implement the maximum feasible safeguards reasonably needed to:

- 5.2.1 Ensure the security, confidentiality and integrity of electronic personal data and personal information;
- 5.2.2 Prevent unauthorized access to electronic personal data or personal information or any other Commonwealth Data from any public or private network;
- 5.2.3 Notify DHE immediately if any breach of such system or of the security, confidentiality, or integrity of electronic personal data or personal information occurs.

6. ACCEPTANCE OR REJECTION PROCESS

EY will submit the required Deliverables specified in this SOW, or any Task Order entered into hereunder, to the DHE Project Manager for approval and acceptance. DHE will review work product for each of the Deliverables and evaluate whether each Deliverable has clearly met in all material respects the criteria established in this Agreement and the relevant Task Order specifications. Once reviewed and favorably evaluated, the Deliverables will be deemed acceptable.

Within ten (10) working days of receipt of each Deliverable, the DHE Project Manager will notify EY via email of the acceptance or rejection of said Deliverable using the acceptance criteria specified in this Section and associated with the Task or Deliverable specifications in this Agreement. EY shall acknowledge receipt of acceptance forms via email. Any rejection will include a written description of the defects of the deliverable. If DHE does not respond to the submission of the Deliverable, within five (5) working days of the receipt of each Deliverable, EY shall provide a reminder notice to the DHE Project Manager. If DHE fails to reject a Deliverable within five (5) business days after DHE's receipt of the reminder notice, the Task or Deliverable is deemed accepted.

If DHE rejects a Deliverable, EY will, upon receipt of such rejection, act diligently to correct the specified defects and deliver an updated version of the Deliverable to the Commonwealth. DHE will then have an additional 5 (five) business days from receipt of the updated Deliverable to notify EY, in writing, of the acceptance or rejection of the updated Deliverable. Any such

rejections will include a description of the way in which the updated Deliverable fails to correct the previously reported deficiency.

Following any acceptance of a Deliverable which requires additional work to be entirely compliant with the pertinent specifications, and until the next delivery, EY will use reasonable efforts to provide a prompt correction or workaround.

7. **PROJECT MANAGEMENT Project Managers**

EY and DHE must notify the other party's Project Managers of any change in the name, address, phone number, fax number, or email address of their respective Project Manager.

7.1 DHE Project Manager

DHE's Project Manager, Tom Simard, ("DHE's Project Manager") shall perform project management on behalf of DHE for this engagement. DHE's Project Manager will:

- 7.1.1 Work closely with EY Project Manager to ensure successful completion of the project.
- 7.1.2 Consult with EY Project Manager to develop the Project Management Plan.
- 7.1.3 Review weekly status reports and schedule weekly meetings with EY, as necessary.
- 7.1.4 Coordinate participation from [name other agencies and/or vendors] as required during the engagement.
- 7.1.5 Acquire DHE project team members as needed.
- 7.1.6 Coordinate DHE's review of the deliverables and sign an acceptance form to signify acceptance for each accepted deliverable.

DHE's Project Manager reports to Carlos Santiago, Commissioner of the Department of Higher Education.

7.2 EY Project Manager

EY's Project Manager, Haven Ladd, ("EY's Project Manager") shall perform project management on behalf of EY for this engagement. Without limitation, EY's Project Manager will:

- 7.2.1 Be responsible for administering this Agreement and the managing of the day-to-day operations under this Agreement.
- 7.2.2 Serve as an interface between the DHE Project Manager and all EY personnel participating in this engagement.
- 7.2.3 Develop and maintain the Project Management Plan, in consultation with the DHE Project Manager.
- 7.2.4 Facilitate regular communication with the DHE Project Manager, including weekly status reports/updates, and review the project

performance against the project plan. Facilitate weekly project status meetings for the duration of the engagement.

- 7.2.5 Update the project plan on a weekly basis and distribute at weekly meetings for the duration of the engagement.
- 7.2.6 Sign acceptance forms to acknowledge their receipt from DHE.
- 7.2.7 Be responsible for the management and deployment of EY personnel.

7.3 Issue Resolution

The Project Managers from each organization bear the primary responsibility for ensuring issue resolution. If they mutually agree that they are unable to resolve an issue, they are responsible for escalating the issue to Jim Peyser, Secretary of the Executive Office of Education.

8. Amendments to the Scope of Work

This Agreement may be amended prior to the end of the Term and any extension thereof. The Project Manager who would like to request a change in scope for this engagement or any other terms contained within the Agreement, will provide the suggested amendment in writing to the other party's Project Manager. The Project Managers will jointly determine whether the change impacts any terms contained within the Agreement. The parties may mutually agree to the change through a written amendment to this SOW.

For any amendment entered into under this Agreement where EY will be providing services on a Time and Materials basis, the parties shall apply the Time and Materials terms as described in Section 12 of this SOW to the relevant Task Order.

9. Personnel

9.1 Key Personnel

EY agrees to provide the following personnel for the following amounts of time for the duration of this project:

Staff Members	Role	Time Commitment expressed as percentage of full time
Haven Ladd	Engagement Leader	18%
Daniel Jerneycic	Engagement Leader	18%
Kasia Lundy	Subject Matter Resource	10%
Kathryn Kienast	Subject Matter Resource	4%
Paul Matt	Workstream Lead	50%
Courtenay Selden	Workstream Lead	100%
TBD	Associate	100%

TABLE 1 KEY PERSONNEL

EY shall assign all of the foregoing personnel to this engagement on the time basis set forth in Table 1. In the event that a change is necessary, EY Project Manager will provide prompt written notice to DHE Project Manager of the proposed change. If the personnel change is a result of a non-emergency, the EY Project Manager shall provide the DHE Project Manager two-week written notice. For personnel changes that result from an emergency, EY Project Manager shall provide prompt written notice to DHE Project Manager. DHE Project Manager has the right to accept or reject all personnel. EY's personnel must comply with the Commonwealth's Enterprise Security Policies, Standards and Guidance, which may be located at <u>https://www.mass.gov/handbook/enterpriseinformation-security-policies-and-standards</u>

9.2 Intellectual Property and Work Effort Agreement for EY's Employees, Contractors and Consultants and Agents

EY shall ensure that each of EY personnel providing services under this SOW, regardless of whether the individual is an employee, contractor, or agent of EY, shall, prior to rendering any services under this SOW, sign the "Intellectual Property and Work Effort Agreement for Vendor's Employees, Contractors, Consultants, and Agents" (the "IPAWE Agreement") which is attached hereto as **Appendix A**. If EY's personnel who will be rendering services under this SOW have already executed an agreement that, in the opinion of DHE's counsel, provides legal protection to the Commonwealth as strong as that provided by the IPAWE Agreement, EY may substitute such agreement in place of the IPAWE Agreement for such personnel. EY shall return the signed copies of the IPAWE Agreement, or the DHE Project Manager's pre-approved substitute agreement, to DHE's Project Manager prior to the rendering of any services under this SOW.

10. Reserved.

11. ADDITIONAL TERMS

11.1 Reserved.

11.2 Warranty

Consistent with PRF61 RFR Section 3.12.5, EY represents and warrants to DHE that:

- 11.2.1 EY and its subcontractors are sufficiently staffed and equipped to fulfill EY's obligations under this Agreement;
- 11.2.2 EY's services will be performed:
 - 11.2.2.1 By appropriately qualified and trained personnel;
 - 11.2.2.2. With due care and diligence and to a high standard of quality as is customary in the industry;
 - 11.2.2.3 In compliance with the Milestone Schedule and the terms and conditions of this Agreement; and
 - 11.2.2.4 In accordance with all applicable professional standards for the field of expertise;
- 11.2.3 Deliverables delivered under this Agreement will substantially conform with the Tasks and Deliverable descriptions set forth in this Agreement;
- 11.2.4 All media on which EY provides any software under this Agreement shall be free from defects;
- 11.2.5 Reserved.
- 11.2.6 EY has obtained all rights, grants, assignments, conveyances, licenses, permissions and authorizations necessary or incidental to any materials

owned by third parties supplied or specified by EY for incorporation in the Deliverables to be developed;

- 11.2.7 Documentation provided by EY under this Agreement shall be in sufficient detail so as to allow suitably skilled, trained, and educated DHE personnel to understand the operation of the Deliverables. EY shall promptly, at no additional cost to DHE make corrections to any documentation that does not conform to this warranty; and
- 11.2.7 Any systems created or modified by EY under this SOW shall operate in substantial conformance with the specifications for the system or modifications for a minimum of three months (the "Warranty Period") after Agency accepts such system or modifications pursuant to Section 6 of this SOW. During the Warranty Period, EY shall correct any Severity Level I, II or III defects, as defined in this agreement, at no charge to DHE.

11.3 Title and Intellectual Property Rights

11.3.1 Definition of Property

The term Property as used herein includes the following forms of property: (1) confidential, proprietary, and trade secret information; (2) trademarks, trade names, discoveries, inventions processes, methods and improvements, whether or not patentable or subject to copyright protection and whether or not reduced to tangible form or reduced to practice; and (3) works of authorship, wherein such forms of property are required by EY to deliver on the scope of work that may consist of computer programs (in object and source code form), scripts, data, documentation, the audio, visual and audiovisual content related to the layout and graphic presentation of presentation materials, text, photographs, video, pictures, animation, sound recordings, training materials, images, techniques, methods, algorithms, program images, text visible on the Internet, HTML code and images, illustrations, graphics, pages, storyboards, writings, drawings, sketches, models, samples, data, other technical or business information, reports, and other works of authorship fixed in any tangible medium.

11.3.2 Source of Property

The development of the work product will involve intellectual property derived from four different sources: (1) a third party; (2) that developed by EY for the open market (e.g. EY's commercial off the shelf software); (3) that developed by EY for other individual clients, or for internal purposes prior to the Effective Date of this Statement of Work and not delivered to any other client of EY's; and (4) developed by EY specifically for the purposes of fulfilling its obligations to DHE under the terms of this Agreement. Ownership of the first and second categories of intellectual property is addressed in separate agreements between DHE and the contractors and resellers of work product. This Section of 11 the Statement of Work addresses exclusively ownership rights in the third and fourth categories of intellectual property.

11.3.3 EY Property and License

EY will retain all right, title and interest in and to all Property developed by it, i) for clients other than the Commonwealth, and ii) for internal purposes and not yet delivered to any client, including all copyright, patent, trade secret, trademark and other intellectual property rights created by EY in connection with such work (hereinafter the "EY Property"). DHE acknowledges that its possession, installation or use of EY Property will not transfer to it any title to such property.

DHE acknowledges that EY Property contains or constitutes commercially valuable and proprietary trade secrets of EY, the development of which involved the expenditure of substantial time and money and the use of skilled development experts. DHE acknowledges that EY Property is being disclosed to DHE to be used only as expressly permitted under the terms herein. DHE will take no affirmative steps to disclose such information to third parties, and, if required to do so under the Commonwealth's Public Records Law, M.G.L. c. 66 § 10, or by legal process, will promptly notify EY of the imminent disclosure so that EY can take steps to defend itself against such disclosure.

Except as expressly authorized in herein, DHE will not copy, modify, distribute or transfer by any means, display, sublicense, rent, reverse engineer, decompile or disassemble EY Property.

EY grants to DHE, a fully-paid, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable, perpetual, assignable license to make, have made, use, reproduce, distribute, modify, publicly display, publicly perform, digitally perform, transmit, copy, sublicense to any DHE subcontractor for purposes of creating, implementing, maintaining or enhancing a Deliverable, and create derivative works based upon EY Property, in any media now known or hereafter known, to the extent the same are embodied in the Deliverables, or otherwise required to exploit the Deliverables. During the Term of this Agreement and immediately upon any expiration or termination thereof for any reason, EY will provide to DHE the most current copies of any EY Property to which DHE has rights pursuant to the foregoing, including any related documentation.

Notwithstanding anything contained herein to the contrary, and notwithstanding DHE's use of EY Property under the license created herein, EY shall have all the rights and incidents of ownership with respect to EY Property, including the right to use such property for any purpose whatsoever and to grant licenses in the same to third parties. Vender shall not encumber or otherwise transfer any rights that would preclude a free and clear license grant to the Commonwealth.

11.3.4 Commonwealth Property

In conformance with the Commonwealth's Standard Terms and Conditions, all Deliverables created under this Agreement whether made by EY, subcontractor or both are the property of DHE, except for the EY Property embodied in the Deliverable. EY irrevocably and unconditionally sells, transfers and assigns to DHE or its designee(s), the entire right, title, and interest in and to all intellectual property rights that it may now or hereafter possess in said Deliverables, except for the EY Property embodied in the Deliverables, and all derivative works thereof. This sale, transfer and assignment shall be effective immediately upon creation of each Deliverable and shall include all copyright, patent, trade secret, trademark and other intellectual property rights created by EY or EY's subcontractor in connection with such work (hereinafter the "Commonwealth Property").

All copyrightable material contained within a Deliverable and created under this Agreement are works made for hire. EY bears the burden to prove that a work within a Deliverable was not created under this Agreement. If work is determined to not be made for hire or that designation is not sufficient to secure rights, to the fullest extent allowable and for the full term of protection otherwise accorded to EY under such law, EY shall and hereby irrevocably does, assign and transfer to DHE free from all liens and other encumbrances or restrictions, all right, title and interest EY may have or come to have in and to such Deliverable. EY hereby waives in favor of DHE (and shall cause its personnel to waive in favor of client in writing signed by such personnel) any and all artist's or moral rights (including, without limitation, all rights of integrity and attribution) it may have pursuant to any state or federal laws of the united states in respect to any deliverable and all similar rights under the laws of all other applicable jurisdictions.

EY agrees to execute all documents and take all actions that may be reasonably requested by DHE to evidence the transfer of ownership of or license to intellectual property rights described in this Section 11, including providing any code used exclusively to develop such Deliverables for DHE and the documentation for such code. EY acknowledges that there are currently and that there may be future rights that the Commonwealth may otherwise become entitled to with respect to Commonwealth Property that does not yet exist, as well as new uses, media, means and forms of exploitation, current or future technology yet to be developed, and that EY specifically intends the foregoing ownership or rights by the Commonwealth to include all such now known or unknown uses, media and forms of exploitation.

The Commonwealth retains all right, title and interest in and to all derivative works of Commonwealth Property.

DHE hereby grants to EY a nonexclusive, revocable license to use, copy, modify and prepare derivative works of Commonwealth Property only during the Term and only for the purpose of performing services and developing Deliverables for the DHE under this Agreement.

With respect to web site development contracts, DHE will bear sole responsibility for registering the software or system domain name or URL, applying for any trademark registration relating to the software or system domain name or URL and applying for any copyright registration related to its copyright ownership with respect to any Commonwealth Property.

11.3.5 Third-party Intellectual Property

If the Deliverables contain or will contain any third-party intellectual property to which EY intends to provide a sublicense, EY must provide copies of all such sublicense agreements as early in the process as possible. The sublicense agreements must be included in EY's initial quotation to the DHE, or, if the requirement to utilize sublicensed intellectual property is not known at the outset of the project, as soon as the requirement becomes known. Sublicenses to third-party intellectual property can ONLY be provided under PRF61 if they are provided at no charge to the Commonwealth.

12. EY TASKS AND DELIVERABLES

This Section describes the Deliverables that EY will provide to DHE and the Tasks that EY will complete by the end of the engagement described in this SOW. A Task or Deliverable will be considered "complete" when all the acceptance criteria set forth in this SOW have been met or the prescribed review period for each Deliverable or Task has expired without written response from DHE. The Task/Deliverable numbers are referred to in subsequent sections throughout this SOW.

12.1 Fixed Price Tasks and Deliverables/T&M Project Scope and Requirements:

For the Fixed Price Tasks and Deliverables of this Agreement, EY shall provide consulting services that focus on the following BHE and DHE objectives:

- **Objective #1:** Continue to analyze and advise on key indicators of fiscal health:
 - Align on key variables for the MA DHE to monitor across the 24 campuses (15 community colleges and 9 state universities)
 - Advise the BHE and DHE on observed best practices to monitoring and supporting individual institutions as they manage through fiscal challenges, including identifying institutions that may need assistance
 - Provide fiscal management experience and guidance to individual institutions to support them in financial plan development, refinement, prioritization, and implementation to improve their fiscal health and their ability to manage through fiscal challenges
 - Develop a better understanding of underlying assumptions in the current budgets proposed by the institutions and understand comparisons to "normalized" stress tests recently conducted
 - Confirm one-time, non-recurring items and actions already taken to reduce costs
 - Identify potential additional cost savings initiatives that may be needed, including quantification, timing, status, risks, etc.
 - Further refine the financial analysis by providing more specific, tailored scenarios and related impact analysis.
- **Objective #2:** Assess options and make recommendations to strengthen and streamline fiscal reporting and management processes at the system and campus level:
 - Align on vision and goals for streamlined reporting priorities, as well as desired level of automation
 - Assess current processes and reporting requirements across campuses

- Assess options to simplify, automate, and monitor public higher education institution financial reporting on as close to a real-time basis as possible and provide better information at both the institution and system level
- Assess options to create and maintain a more accurate and timely tracking of budgets to actuals and to develop analytics for projecting future expenses and revenues
- Outline plan to implement recommendations, including options to design, build and launch approved process and tools
- **Objective #3:** Explore cost and value optimization strategies that would benefit the individual institution(s) and the system, as a whole, including opportunities for shared services and regional or sector-wide collaboration, including programmatic and/or administrative or business processes across campuses and segments of educational and/or workforce programs.
 - The strategies are envisioned to be a self-identified set of initiatives emerging organically from the institutions. Any discussion in changes of governance structures should be initiated by the institutions themselves. Strategies identified under this Objective will seek to work within the current governance structure by pooling cross-system opportunities to achieve greater value.

A preliminary scope of work is included as **Appendix B** of this agreement.

12.2 Time and Materials Personnel

EY agrees to provide the following Named Resources, whose resume is attached hereto as Exhibit 2 on a Time and Materials basis and as described in any relevant Task Order entered into hereunder:

Time and Materials Resources

The scope of work defined herein is intended to cover the period between August 17, 2020 and January 15, 2021. DHE shall authorize and approve in-scope activities on a biweekly basis in accordance with section 12.3.2 below. In no event shall EY invoices for work performed prior to January 15, 2021 exceed \$1,000,000 unless the parties mutually agree and execute a contract amendment.

Named Resource and Title	Hourly Rate (Blended)
All EY Staff identified in this SOW	\$374.00 / hr.

12.3 Payment Terms

All payments under this Agreement shall be made in accordance with the Commonwealth's bill paying policy.

12.3.1 Fixed Price Payments for Tasks and Deliverables

A Deliverable or Task will be considered "completed" when DHE has determined that the acceptance criteria for that specific Deliverable or Task has been met as specified in Table 4 of this SOW or the relevant Task Order, and elsewhere in this Agreement. EY agrees to invoice the Commonwealth for the Deliverables or work completed per the requirements set forth in this SOW and the relevant Task Order. DHE will make payments to EY only after receiving an accurate invoice for Tasks and Deliverables completed and accepted pursuant to Section 6 of this SOW. Payments for specific Tasks and Deliverables shall be made in accordance with Table 4 below.

12.3.2 Time and Materials Payments

For the Time and Materials Services provided in this SOW or any Task Order entered hereunder, EY shall complete the work described as scheduled through weekly planning meetings. EY will submit weekly reports to the DHE Project Manager detailing the actual resource hours worked against assigned tasks. EY will also report weekly to the DHE Project Manager its expected work effort the forthcoming week, showing the expected level of effort.

EY shall provide a monthly invoice to DHE Project Manager for the actual hours worked per week. The DHE Project Manager shall review and approve these invoices based on satisfactory completion of the work.

The initial monthly invoicing will occur within 30 days of the later of (i) the signing of this SOW and (ii) commencement of the Services.

Billing Schedule	Invoice Date	<u>Amount</u>
First progress bill	September 17, 2020	\$215,000
Second progress bill	October 18, 2020	\$215,000
Third progress bill	November 18, 2020	\$215,000
Fourth progress bill	December 18	\$215,000
Final bill	January 18, 2020	\$215,000

[Agency Signatory and Title]

[Vendor Signatory and Title]

Date

Date

Intellectual Property and Work Effort Agreement for Vendor's Employees, Consultants, and Agents

Confidentiality, Assignment of Inventions and Representation of Non-Infringement Agreement; Other Representations

The undersigned hereby acknowledges that he or she is an employee or consultant to of the following vendor of the Commonwealth of Massachusetts:

Name of Vendor: Ernst & Young LLP ("Vendor")

and desires to be assigned by the Vendor to perform services for the Commonwealth, and that the Vendor desires to assign you to perform services on one or more projects for the Commonwealth, but only under the condition that you sign this Agreement and agree to be bound by all of its terms and conditions.

NOW THEREFORE, in consideration of your assignment to work for the Commonwealth, the access you have to the confidential information of the Commonwealth, and for other good and valuable consideration, the parties agree as follows:

- 1. <u>Confidentiality of the Commonwealth's Materials.</u> You agree that both during your assignment at the Commonwealth and thereafter you will not use for your own benefit, divulge or disclose to anyone except to persons within the Commonwealth whose positions require them to know it, any information not already lawfully available to the public concerning the Commonwealth ("Confidential Information"), including but not limited to information regarding any web site of the Commonwealth, any e-commerce products or services, any web development strategy, any financial information or any information regarding users of or vendors to the Commonwealth's web sites. Confidential Information also includes, without limitation, any technical data, design, pattern, formula, computer program, source code, object code, algorithm, subroutine, manual, product specification, or plan for a new, revised or existing product or web site; any business, marketing, financial or sales information; and the present or future plans of the Commonwealth with respect to the development of its web sites and web services.
- 2. <u>All Developments the Property of the Commonwealth</u>. All confidential, proprietary or other trade secret information and all other works of authorship, trademarks, trade names, discoveries, invention, processes, methods and improvements, conceived, developed, or otherwise made by you, alone or with others, and in any way relating to the Commonwealth or any of its web development projects, whether or not patentable or subject to copyright protection and whether or not reduced to tangible form or reduced to practice during the period of your assignment with the Commonwealth ("Developments") shall be the sole property of the Vendor's customer, the Commonwealth. All copyrightable material contained within a Development during the period of your assignment with the Commonwealth to built assignment with the Commonwealth of your assignment during the period of your assignment with the Commonwealth.

prove that a work was not made during the period of your assignment with the Commonwealth. If a work is determined to not be made for hire or that designation is not sufficient to secure rights, to the fullest extent allowable and for the full term of protection otherwise accorded to you under such law, you shall and hereby irrevocably does, assign and transfer to the Commonwealth free from all liens and other encumbrances or restrictions, all right, title and interest you may have or come to have in and to such Development. YOU HEREBY WAIVE IN FAVOR OF THE COMMONWEALTH ANY AND ALL ARTIST'S OR MORAL RIGHTS (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF INTEGRITY AND ATTRIBUTION) YOU MAY HAVE PURSUANT TO ANY STATE OR FEDERAL LAWS OF THE UNITED STATES IN RESPECT TO ANY DELIVERABLE AND ALL SIMILAR RIGHTS UNDER THE LAWS OF ALL OTHER APPLICABLE JURISDICTIONS. You agree to disclose all Developments promptly, fully and in writing to the Commonwealth promptly after development of the same, and at any time upon request. You agree to, and hereby do assign to the Commonwealth all your right, title and interest throughout the world in and to all Developments without any obligation on the part of the Commonwealth to pay royalties or any other consideration to you in respect of such Developments. You agree to assist the Vendor's customer the Commonwealth, (without charge, but at no cost to you) to obtain and maintain for itself such rights.

- 3. <u>Return of the Commonwealth's Materials</u>. At the time of the termination of your assignment with the Commonwealth, you agree to return to the Commonwealth all Commonwealth materials, documents and property, in your possession or control, including without limitation, all materials relating to work done while assigned by the Vendor to projects for Commonwealth or relating to the processes and materials of the Commonwealth. You also agree to return to the Commonwealth all materials concerning past, present and future or potential products and/or services of the Commonwealth. You also agree to return to the Commonwealth all materials provided by persons doing business with the Commonwealth and all teaching materials provided by the Commonwealth.
- 4. <u>Representation of Non-Infringement</u>. You hereby represent and warrant that, to your best knowledge, no software, no web content and no other intellectual property that you develop during your assignment to and deliver to the Commonwealth, and no Developments made by you and assigned to the Commonwealth pursuant to Section 2 above, shall infringe a patent, copyright, trade secret or other proprietary or intellectual property right of any third party.
- 5. <u>No Conflicting Agreements</u>. You represent and warrant that you are not a party to any agreement or arrangement which would constitute a conflict of interest with the obligations undertaken hereunder or would prevent you from carrying out your obligations hereunder.
- 6. <u>Tax Payments.</u> You hereby represent and warrant that you have paid all due state and federal taxes, or, if your tax status is in dispute or in the process of settlement, that you have responded as directed and within the required timeframes to all communications received from the state or federal government.
- 7. You acknowledge that you are not an employee of any Massachusetts state or municipal government agency, and are not entitled to any benefits, guarantees or other rights granted to state or municipal government agencies, including but not limited to group insurance, disability insurance, paid vacations, sick leave or other leave, retirements plans, health plans, or premium overtime pay. Should you be deemed to be entitled to receive any such benefits by operation of law or otherwise, you expressly waive any

claim or entitlement to receiving such benefits from Massachusetts state or municipal government agencies.

- 8. Miscellaneous:
 - a. The Commonwealth is a third party beneficiary of this Agreement with full rights to enforce its terms directly
 - b. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, superseding any previous oral or written agreements.
 - c. Your obligations under this Agreement shall survive the termination of your assignment with the Commonwealth regardless of the manner of or reasons for such termination. Your obligations under this Agreement shall be binding upon and shall inure to the benefits of the heirs, assigns, executors, administrators and representatives of the parties.
 - d. You agree that the terms of this Agreement are reasonable and properly required for the adequate protection of our customer the Commonwealth's legitimate business interests. You agree that in the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to be contrary to any applicable statute, law, rule, or policy or for any reason unenforceable as written, then such court may modify any of such provisions so as to permit enforcement thereof to the maximum extent permissible as thus modified. Further, you agree that any finding by a court of competent jurisdiction that any provision of this Agreement is contrary to any applicable stature, law, or policy or for any reason unenforceable as written shall have no effect upon any other provisions and all other provisions shall remain in full force and effect.
 - e. You agree that any breach of this Agreement will cause immediate and irreparable harm to the Vendor's customer the Commonwealth not compensable by monetary damages and that the Commonwealth will be entitled to obtain injunctive relief, in addition to all other relief, in any court of competent jurisdiction, to enforce the terms of this Agreement, without having to prove or show any actual damage to the Commonwealth.
 - f. No failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof, and no delay or omission in exercising any right under this Agreement, will operate as a waiver of such terms, covenants, conditions or rights. A waiver or consent given on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.
 - g. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the doctrine of conflicts of law. This Agreement is executed under seal.

The undersigned believes that this Agreement imposes reasonable standards of conduct for all of the employees, consultants, and agents of the vendor on assignment at the Commonwealth, and that this Agreement will serve to best protect the interests of all involved parties. If you agree with the terms set forth herein, please sign and return this Agreement.

Agreed and Accepted:

Name of Employee, Consultant, or Agent

Signature

Date

Name of Vendor

Vendor Signature

Vendor Signatory Name

Vendor Signatory Title

Vendor Signature Date

Appendix B: Preliminary Timeline and Draft Schedule of Work

The preliminary timeline in Figure 1 and draft schedule of work outline the phases of the project, the three project objectives, and the key activities and deliverables. Activities and deliverables are subject to change based upon feedback from periodic working group and advisory meetings.

	Phase	1: Mobilize	2: Assess	3: Recommend	4: Finalize
Objective	Activities	~ 1 wk	~ 6 wks	~ 6 wks	~ 4 wks
	Align on project governance and management				
	 Finalize project governance structure 				
	 Finalize stakeholder engagement plan 				
	► Finalize project workplan				
Project Plan	Analyze and advise on key indicators of fiscal health				
	 Align on key variables to monitor 				
	 Refine budget assumptions and normalized stress tests 				
	 Identify accomplished cost savings, quantify potential additional need 				
	Strengthen and streamline fiscal reporting and management				
	 Align on reporting goals 				
Objective 2	 Assess current reporting requirements and capabilities 				
	 Recommend options for to streamline and potentially automate reporting 				
	► Equip institutions and DHE with implementation plan				
	Explore cost and value optimization strategies				
	 Inventory and analyze expenditures 				
	 Identify potential efficiencies 				
	 Compare with leading practices in higher ed and public sector 				
	 Recommend opportunities for campuses and system 				
	 Recommend evaluation criteria 				
Objective 3	 Facilitate working sessions with CFOs and Advisory Committee to prioritize key opportunities, using the recommended evaluation criteria 				
	 Draft business cases for prioritized opportunities 				
	 Socialize prioritized opportuniteis and business cases with campuses 				
	 Refine opportuniteis based on input and recommend high-level implementation plans 				
Proposed Meeting	DHE, BHE: Regular check-ins with Board chair and DHE C Advisory Committee: Regular meetings, every 3-4 weeks but likely to include: Campus representatives (e.g., commu	to discuss emerging	g insights and align on ne.	xt steps. Advisory Comm	
Cadence [DRAFT]	Working Group of campus CFOs/leadership: Working s (community colleges and state universities) or with full group phases of work.				

Phase 1: Mobilization (~1 week) Aug 24-Sept 4, 2020

Key Objective

• Finalize the project governance structure and project workplan.

Key Activities

- Work with DHE leadership to finalize the project governance and management structure (e.g., composition of Advisory Committeee team).
- Agree on cadence / schedule of key meetings (e.g., meetings with Advisory Committee every 3-4 weeks).
- Incorporate meetings into project workplan, including any standing Presidents or CFO meetings, and begin scheduling meetings.
- Agree on stakeholder engagement plan, e.g.:
 - Advisory Committee (e.g., to include members of the BHE, DHE, campus representatives / community college and state university presidents)
 - Working Group (e.g., campus CFOs)
 - 1:1 interviews with key representatives from campuses (e.g., board chair, president, chief academic officer, CFO, chief HR officer)
- Draft and launch data request. Data request items could include but are not limited to:
 - Any enrollment updates
 - Any updates to fall opening plans
 - o Cost savings initiatives already undertaken
 - Updated budgets (if applicable) presented to institutions boards since January 23, 2020 (date of BHE meeting when the EY-Parthenon report was discussed)
- Conduct 1:1 interviews with Advisory Committee members to:
 - o Understand ingoing perspectives on questions such as "what constitutes project success"
 - Begin to generate hypotheses that will guide the work to address Objective #3 (cost and value optimization strategies for individual institutions and the system as a whole.
- Finalize project workplan and methodology based on all above.

- Project governance structure and assignation of roles
- Stakeholder engagement plan
- Project workplan including High-level project calendar with meeting cadence, deliverable deadlines, etc.

Phase 2: Assess (~6 weeks) Sept 8- Oct 16, 2020

Key Objective

• Understand and document the current state of individual institutions/system as relates to Objective #1, 2 and 3 of the work.

Key Activities

Objective 1: analysis of fiscal health indicators

- Leverage previous experience with MA state universities and community colleges as well as other largescale education projects to compile an initial list of key financial health variables to manage, report, sensitize, and monitor on a consolidated basis.
 - Determine extent to which the different segments (community colleges and state universities) may require segment-specific financial health variables
- Interview each institution's leadership (e.g., CFO, president, board chair) to:
 - Deepen understanding of underlying assumptions in the current budgets proposed by the institutions and understand comparisons to "normalized" stress tests recently conducted
 - Confirm one-time, non-recurring items and actions already taken to reduce costs
- Identify any potential additional cost savings initiatives that may be needed, including quantification, timing, status, risks, etc.

Objective 2: streamlining and automation of reporting

- Working with the Advisory Committee and based on interviews with individual institutions, including sessions with community college and state university CFOs:
 - Align on goals for streamlined reporting priorities, as well as desired level of automation.
 - Assess current processes and reporting requirements across campuses.
- Build on work already done and in progress to report on key financial performance indicators:
 - CFOs have developed key fiscal indicators and are using and reporting them, but they need to be more timey to be of use to the DHE for the monitoring goal.
 - Auditors for the Community Colleges and State Universities have developed CFI/Benchmarks/ Dashboards for the DHE PMRS project and can provide advisory feedback which could help streamline the Financial Reporting work.

Objective 3: cost and value optimization

- Based on data compiled from individual campuses, develop a view of revenues and expenditures at three levels: institutional, segment (community college and state universities), regional, or system-wide.
- Based on data analysis and interviews with campus-level stakeholders (CFOs and others identified by CFOs):
 - o Identify current cost cutting / efficiency initiatives either already implemented for FY1 or underway
 - Identify potential additional cost savings that may be needed to bridge anticipated gaps
 - Identify and document institutional views on potential efficiency target areas, either within individual institutions or across multiple institutions within a segment or system wide
- Meet with the Joint CFO Group of Community Colleges and State Universities to understand what discussions may already be underway with the State's Business Enterprise Systems Transformation (BEST) Team (HRCMS & MMARS) to:
 - Explore potential shared service and more streamlined financial reporting opportunities in view of the state's business enterprise system transformation effort, e.g.: financial and human resource management and payroll applications (Accounts Payable, Capital Projects, Grants, etc.) could provide a common platform for streamlined processes.

Stakeholder engagement

- Advisory Committee: Facilitate kickoff meeting (around week 2 of the project) and interim update meetings (around weeks 5 and 8 of the project).
- **Campus leadership interviews:** Conduct interviews with leadership of each campus. "Focus group" at each campus could include but is not limited to: President, Provost, CFO, head of HR, head of enrollment.
- Board Interviews: If desired, conduct interviews with Board chair/vice chair of each institution.
- **CFO Working Group:** Facilitate meeting(s) with state university and community college CFOs to: (1) discuss key variables for DHE to monitor for fiscal health and include in consolidated reporting; collect perspectives on current cost initiatives; (3) further understand perspectives on current state of reporting processes and data across campuses and status of common metrics field definitions; and (4) align on level of reporting detail.
- Other Stakeholders: Gather perspectives from other stakeholders (e.g., DHE institutional research unit, MA BEST team) to understand opportunities to streamline reporting efforts across institutions and to collaborate with the State on technology initiatives.

- Objective 1:
 - Updated sensitivity analysis for FY21 reflecting refined budget assumptions, normalized stress tests, and emerging information on fall 2020 enrollment and other inputs.
 - Aggregate view of liquidity risk and other financial health metrics in the community college and state university systems.
 - Documentation of accomplished and in-process cost savings, including quantification of potential additional need.
 - Identification / prioritization of institutions that may need assistance to manage through fiscal challenges.
- Objective 2
 - Assessment of current reporting systems, key variables tracked, campus-level specificities.
 - Identification of high-potential areas for automating or semi-automating reporting data.
- Objective 3
 - Inventory and analysis of costs at campus level, aggregated to segment and system levels.
 - Identification of preliminary opportunities to improve efficiency at the institution, segment and system level.
 - Identification of current collaborations and initiatives that result in more efficient/effective business processes and outcomes (PACE, MHEC, Connect Partnership, Colleges of the Fenway, etc.).

Phase 3: Design and Develop (~6 weeks) Oct 19 – Dec 4, 2020

Key Objective

• Develop preliminary recommendations that address Objectives #1,2 and 3 for consideration by the Advisory Committee and based on input from key campus-level stakeholders.

Key Activities

Objective 1: analysis of fiscal health indicators

- Refine sensitivity analysis and mitigation strategies based on FY21 Q1 budget-to-actuals, leveraging reporting template to accelerate and streamline process.
- Recommend key variables for BHE/DHE/campuses to monitor to enable closer to real-time assessment of fiscal health of the 24 public institutions, with sensitivity to the differences across the two segments (community colleges and state universities).
- Develop preliminary recommendations on potential approach for BHE and DHE to monitor and support individual institutions as they manage through fiscal challenges.

Objective 2: streamlining and automation of reporting

- Develop initial options to streamline / automate financial reporting across campuses.
- Discuss options with the CFO working group and gather initial feedback on the options.
- Incorporate feedback and discuss updated recommendations with the Advisory Committee.

Objective 3: cost and value optimization

- Based on previous experience in shared services and cost and value optimization, including PACE and other current collaborations and initiatives, as well as based on benchmarking / analysis of recent "shared services" efforts in higher education (e.g., at comparable public community college or university systems), and consensus recommendations by the CC and SU segments, compile an initial list of potential opportunities for consideration set.
- Recommend evaluation criteria to inform prioritization of preliminary recommendations / opportunities.
- Facilitate working session with community college and state university CFOs and with the Advisory Committee to evaluate the preliminary opportunities (using the recommended evaluation criteria) and to prioritize the highest potential opportunities (e.g., top five).
- Develop high-level business case for the prioritized opportunities. These business cases would be further discussed with campus leaders in Phase 4, to solicit feedback, refine the business cases, and outline key implementation next steps. Business cases to include but not limited to:
 - Description/rationale
 - Key benefits, quantified where possible
 - Potential costs, quantified where possible
 - High-level assessment of timeline and feasibility
 - o Initial implementation considerations, including risks

- Objective 1: Updated sensitivity analysis based on FY21 Q1 budget-to-actuals and refined projections.
- Objective 2: Initial recommendations to automate and streamline reporting.
- Objective 3: High-level business cases of opportunities to explore for cost and value optimization at individual campuses as well as across community college system and state university system.

Phase 4: Finalize (~4 weeks) Dec 7 – Dec 18, 2020 and Jan. 18 – 29, 2021

Key Objective

• Socialize prioritized recommendations and related business cases with campus stakeholders and finalize based on feedback. Outline high-level implementation steps.

Key Activities

Objective 1: analysis of fiscal health indicators

- Synthesize findings from sensitivity analysis into FY21 outlook, share with campus leadership and DHE stakeholders as agreed-upon in project governance.
- Update the cost analysis (quantification of any potential cost savings that may be needed) based on Q1 actuals.
- Schedule individual meetings with campuses to discuss findings in each institution's specific context.
- Finalize recommendation on best approach for BHE and DHE to monitor and support individual institutions as they manage through fiscal challenges.

Objective 2: streamlining and automation of reporting

- Discuss recommendations emerging from Phase 3 with campus level leadership (e.g., CFOs, Presidents and others as identified by campuses) and invite input on implementation considerations.
- Synthesize feedback gathered through campus level interviews/sessions.
- Incorporate feedback into finalized recommendations.
- Recommend a high-level implementation plan, including estimation of resources required to implement.
- Confirm implementation plan with CFO working group (and any other stakeholders as recommended by institution presidents and CFOs).

Objective 3: cost and value optimization

- Discuss prioritized recommendations and related business cases emerging from Phase 3 with the Advisory Committee, the Joint CFO Group of Community Colleges and State Universities, and other key campus level stakeholders, as recommended by the Advisory Committee and CFOs.
- Incorporate feedback gathered through a range of mechanisms (e.g., 1:1 meetings, focus groups, CFO working group session).
- Finalize high-level business cases based on feedback.
- Outline key implementation steps and estimated resources required for each of the prioritized opportunities.

Overall

• Support the Massachusetts Department and Board of Higher Education in developing materials to communicate outcomes of the project (e.g. December board meeting materials)

- Objective 1: Report on findings of sensitivity analysis and implications for FY21, inclusive of data from Q1 and Q2E.
- Objective 2: Final recommendations and high-level implementation plan to automate/semi-automate reporting.
- Objective 3: Final recommendations re prioritized set of cost and value optimization opportunities, including high-level business cases.
- Communication: Materials synthesizing high-level project findings to support DHE in communicating outcomes of project.

Appendix C¹ – Tools and Technology

1.1 Tools and Technology

In performing our Services, we may make use of certain technologies, techniques, hardware, software, spreadsheets, models, templates, digital platforms and tools, which are developed by and proprietary to or licensed by an EY Firm (collectively, "<u>Tools</u>" and each, individually, a "<u>Tool</u>"), to facilitate our delivery of the Services. Subject to the terms and conditions of this SOW (and to any applicable additional terms and conditions, which may include third party license agreements), as part of our Services we may allow you and your advisors and other transaction participants to have access to the Tools and their contents, which may include EY Reports. To the extent we do so, any such access to and use of the Tools is subject in all respect to the terms and conditions set forth in this Appendix. Any breach of the provisions of this Appendix may result, in our sole discretion and without limitation, in the suspension or termination of your access to a Tool.

Intellectual Property Rights

All Tools are confidential and proprietary to or licensed by EY, and accordingly the Tools constitute "Materials" (as such term is defined in the Agreement). All intellectual property rights in the Tools, and in any modifications to the Tools created by EY under this SOW, belong to EY or its licensors. You shall have no right to (and shall not), and you shall not permit any third parties to, sub-license, copy, adapt, reverse engineer, decompile, disassemble or modify any software used in any Tool in whole or in part, or in any way derive any source code from, or create any derivative work of, any Tool.

No Warranties

All Tools are provided "AS IS," and none of EY or any other party involved in the creation, production or delivery of any Tool makes any warranties, express or implied and whether by statue or otherwise, with respect to any Tool, including, without limitation, any implied warranty of satisfactory quality, merchantability, use of reasonable skill and care or fitness for any particular purpose or use, non-infringement, title, or that the operation of any Tool will be uninterrupted, error free or that it will be compatible with any of your hardware or software. You acknowledge that you shall be solely responsible for your use of the Tools. No responsibility or liability is or will be accepted by us in connection with your use of the Tools, including but not limited to the adequacy, accuracy, or completeness of any Tools or the output of any Tool or any conclusions or decisions that you reach through your use of a Tool. Without prejudice to the generality of the foregoing, insofar as there may be any responsibility on our part in connection with your use of a Tool our liability shall be limited in accordance with sections 16 to 21 of the General Terms and Conditions.

Except as otherwise expressly set forth in this SOW, EY shall not be responsible for any maintenance, training, assistance, updates or support of any kind or nature related to the Tools during the course of performance of the Services under this SOW or at any time thereafter.

¹ See the FAQs for the Tools and Technology Appendix at this <u>link</u>.

Use of Tools²

You may use the Tools only in connection with our services under this SOW and you represent and warrant for yourself and on behalf of your authorized users that you will not use any Tool (a) in any way that breaches any applicable law or regulation; (b) in any way that is fraudulent or has any fraudulent purpose; (c) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time bombs, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware. You also agree not to access without authority, interfere with, damage or disrupt (i) any part of any Tool; (ii) any equipment or network on which any Tool is stored; (iii) any software used in any Tool; or (iv) any equipment, network or software owned or used by any third party. You also acknowledge that you have implemented sufficient security measures to prevent any security violation that could result in damages to you or us. You will inform us without delay if you become aware of any potential or proven security risk, including but not limited to the use of user credentials by unauthorized parties, or if one of your authorized users leaves your employment such that their user access should be removed.

Except as expressly provided otherwise in this SOW or as we may consent otherwise in writing, if we provide you and, at our sole discretion, your authorized users access to one or more Tools, you shall ensure that: (i) each of your authorized users keeps a secure password and credentials only for his/her use of the Tool, (ii) such password shall be changed in accordance with our reasonable instructions, and (iii) you shall not provide any third party (including your affiliates, unless otherwise requested by you and agreed by us) with access to the Tool.

You will be responsible for making sure that the features and functionality of the Tools are satisfactory for your intended use. The Tools are not to be used (by you or on your behalf) to conduct ongoing management activities, and are not a substitute for any documentation or system of records you must create or maintain pursuant to law, including, without limitation, Internal Revenue Code Section 6001. You alone are responsible for maintaining separate copies of any documentation or data you input into any Tool or that we present through any Tool if you wish to maintain copies for your use. We may remove documents from your view without notification.

In the event of any conflict between the terms of use set out in this SOW and in any electronic acceptance required to access a Tool, the terms set out in this SOW shall prevail.

Third Parties

If you request that we provide access to a Tool, and the contents of a Tool (including our Reports), to third parties, we reserve the right to grant or deny such access in our sole discretion. If we permit such access, we will require an executed release letter and/or an acceptance of our terms of use, in the form we prescribe, from those parties who are to receive access. Such execution may, in our discretion, be required by means of a "click through" acknowledgement and acceptance of our terms of use or by other electronic means.

 $^{^{2}}$ If data analytics is in our scope of work, the engagement team should complete the data analytics checklist (see <u>link</u>).

For any third party working on behalf of or in collaboration with you who is provided user access, you accept responsibility for the actions of such third party in utilizing the Tool.

We may at any time subcontract certain functions relating to the Tools to third parties who supply us with the hardware, software, services, products, programs and goods we need to operate and maintain the Tools. Accordingly, you agree to comply with such third-party terms and conditions as we reasonably require. Notwithstanding anything to the contrary in the Agreement, we do not assume any responsibility for any third-party hardware, software, services, products, programs or goods, including, without limitation, their performance or compliance with your specifications or otherwise.

In performing the Services, EY will not take any action that EY reasonably believes could impair its independence with respect to any of its clients or those of other EY Firms. For example, we will not instruct, supervise, contract, or allow access to any Tool with/to an entity, without having first determined that such action would not impair our independence.

Tools and EY Reports

We may use the Tools to provide access to information (which may include EY Reports) to you and other transaction participants. Any version of a report, data analytics visualizations or other information viewed in or printed from a Tool is referred to as a "Draft Report." Draft Reports are distinct from EY's final Report, which may be provided to you outside of the Tools (and which may be in hard copy form or provided via email). Neither you nor any other transaction participant may rely on any Draft Reports, which are not intended to be a substitute for any final Report. If a final Report is prepared, in the event of any inconsistency between EY's final Report and any draft Report, the final Report will prevail. Certain Tools may employ data analytics including, potentially, for the purpose of making on-screen presentations to you. Where we make such on-screen presentations to you, those on-screen presentations and any comments made thereon in discussions with you are intended only to assist your understanding of the work we have performed. They are not intended to be a substitute for our final Report and are not intended to modify any of the contents of our final Report. We assume no responsibility or liability whatsoever to you (or anyone else) in respect of any analysis or comments which are not reflected in our final Report.

We will provide you and such of your authorized users as we approve in our sole discretion access to the Tool for a period of time to be communicated in writing by the engagement team, subject to earlier termination at our sole discretion. For the purposes of this engagement, the period of access will be the period ending [thirty] days after the consummation and/or termination of the contemplated transaction, subject to earlier termination.

In instances where Capital Edge is used, EY may not be associated with or referred to in connection with the information in Capital Edge. This prohibition includes footnote references or other representations (written or oral) by you that EY prepared or otherwise participated in gathering the information.

Confidentiality

The Tools and their outputs (other than Client Information) constitute confidential information, subject to the provisions of Section 23 of the General Terms and Conditions of the Agreement. Except as expressly set forth in this SOW or as otherwise agreed in writing by EY, (i) the Tools and their contents are made available solely for your internal use in

connection with your project for the period of our engagement hereunder and (ii) you will not disclose the Tools or their contents or any portion thereof to any third party or refer externally to EY, any EY Firm or any EY Person in connection therewith.

Notwithstanding the preceding paragraph and Section 12 of the General Terms and Conditions we may grant access via one or more Tools to draft Reports or other information, to your affiliates and to your and your affiliates' professional advisers, in each case solely for the purposes of the Transaction. You shall inform each of your affiliates and advisers and ensure that they agree before we grant them access to any draft Report or any other information via a Tool, that we assume no responsibility or liability whatsoever to them in respect of the contents of the Tool, that they agree to be bound by the terms and conditions of the Agreement relating to restrictions on the use and disclosure of our Report or any other information and that they agree to the conditions of use set out in this Appendix. You accept that confidential Client Information may be included in Reports and other information to which access is provided in this way and agree that our provision of such access, on your request, will not constitute a breach of the confidentiality provisions of the Agreement.

Data Content of Tools

While we may have performed certain procedures on raw data in order to enable it to function appropriately with the Tools, we have not created the underlying data provided, uploaded or amended by you or on your behalf and we do not have any responsibility to analyze, evaluate, verify or comment on it unless expressly agreed otherwise in this SOW. To the extent that as part of the engagement we use publicly available information or other third party sources, we will not verify the accuracy, reliability or completeness of such information or sources. It is your responsibility to ensure that any content provided by you or your authorized users that may be posted or stored on any Tool are compliant with applicable laws and regulations and do not infringe any third party rights, including but not limited to any intellectual property rights. You agree to take all necessary actions to ensure that the data uploaded to and/or used as part of any Tool has been properly saved.

Data residing in or accessed through a Tool may be hosted on servers in the United States or the European Union. If we are required to enter into contracts which prevent the transfer of data to either of these locations or which otherwise limit our ability to share information, we may not be able to allow access to such data or otherwise share information with you via the Tools.

Appendix D: List of In-Scope Entities

Community Colleges (15):

- Berkshire Community College
- Bristol Community College
- Bunker Hill Community College
- Cape Cod Community College
- Greenfield Community College
- Holyoke Community College
- MassBay Community College
- Massasoit Community College
- Middlesex Community College
- Mount Wachusett Community College
- North Shore Community College
- Northern Essex Community College
- Quinsigamond Community College
- Roxbury Community College
- Springfield Technical Community College

Universities/Colleges (9):

- Bridgewater State University
- Fitchburg State University
- Framingham State University
- Massachusetts College of Art and Design
- Massachusetts College of Liberal Arts
- Massachusetts Maritime Academy
- Salem State University
- Westfield State University
- Worcester State University



President's Office Phone: 508-929-8020 Fax: 508-929-8191 Email: bmaloney@worcester.edu

August 25, 2020

Dear Worcester State Neighbors,

As with every year in our long history, Worcester State University is finalizing preparations for the start of the 2020-2021 academic year. This semester, however, is unique, as we kick it off in a manner consistent with Massachusetts' Phase III re-opening plan. What follows is a summary of the major changes, particularly as they may affect our neighbors.

The University is planning for a modified return to campus life, with a smaller cohort of residential students; a reduced number of staff working on-site; and a recast academic class schedule that features most courses with blended (combined in-person and remote) learning.

Worcester State University has long prided itself about being "open" to visitors and particularly our neighbors. However this pandemic has shifted our priorities in dramatic ways. Beginning this month, the University will be primarily focused on serving its student population and the reduced on-campus employee workforce, while keeping the campus safe for others to enjoy. Changes include:

- Mask or face covering required while on/within the campus grounds *including anyone that is walking through the campus;*
- Campus dining facilities restricted for students and employees only; general public prohibited;
- Use of the Wellness Center restricted to students only; general public prohibited;
- Football field and track closed to the general public;
- Learning Resource Center restricted to students and employees only, with limited capacity and hours of operation; and
- Residence halls closed to outside guests.

We anticipate other changes in the personality of the campus. Our fall sports schedule has been suspended, and there should be less pressure on parking. However, providing a high-quality educational program for undergraduate and graduate students remains our core mission.

For a fuller description of the University's Safe Return plan, visit

<u>https://www.worcester.edu/Safe-Return/</u>. Please note that our plans have accounted for the possibility that they may be altered for the fall semester and beyond, based on the nature of the pandemic and decisions that may be made by the Commonwealth and/or City of Worcester.

We look forward with eagerness to when we are able to return to a traditional collegiate experience for both our students and the community. Please assist us with our best efforts to provide a safe place for our students, faculty, and staff, and do not hesitate to reach out with questions by emailing me at presidentsoffice@worcester.edu.

Sincerely,

Maloney M President

resident

BMM/cah